

## **Board of Selectmen**

*John A. Foresto, Chair*

*Maryjane White, Vice-Chair*

*Richard A. D'Innocenzo, Clerk*

*Dennis P. Crowley*

*Glenn D. Trindade*



Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 533-3264  
Fax (508) 321-4988

# **TOWN OF MEDWAY**

## **COMMONWEALTH OF MASSACHUSETTS**

### **Board of Selectmen's Meeting**

**June 20, 2016, 7:00 PM**

**Sanford Hall, Town Hall**

**155 Village Street**

### **Agenda**

7:00 PM

- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

#### Other Business

1. Reorganization of Board (Chair, Vice Chair and Clerk)
2. Discussion – Eversource Security Fencing on West Street
3. Presentation - Stormwater Management Presentation
4. Approval - Kleinfelder Northeast, Inc. Master Service Contract Extension
5. Approval – 2 Year Contract for Road Servicing – TASCOS Construction, Inc. - \$200,000
6. Approval – 2 Year Contract for Sewer Jet Cleaning & Inspections - Clogbusters Underground Technologies, Inc. - \$10,000
7. Contract Approval – On Call Planning and Grant Writing Services – PGC Assoc.
8. Contract Approval – Ambulance Billing Services – Pro-EMS Solutions
9. Approval – Contract with Bulldog Fire Apparatus for Engine 2 Refurbishment - \$76,700
10. Contract Award – Specialty Vehicles, Inc. for Purchase of New Ambulance - \$259,686
11. Contract Approval – Consulting Services Related to Appellate Tax Board Cases – George E. Sansoucy, P.E. LLC
12. Approval – Inter-municipal Agreement with Millis for Animal Control Services
13. Discussion/Vote – Counsel Representation for Cable License Renewal Process
14. Approval – One-Day Liquor License Requests
  - a. Steve & Sue Houde – Thayer Homestead – July 8, 2016
  - b. Michael Josephs – Thayer Homestead – July 9, 2016
  - c. Patrick Smith – Thayer Homestead – July 22, 2016
  - d. Brittany O'Malley – Thayer Homestead – July 23, 2016
  - e. Tom Amlicke – Thayer Homestead – July 31, 2016
15. Annual Committee Appointments (cont.) (see list at end of agenda)

16. Assignment of Board of Selectmen Liaison Designations
17. Approval of Warrants
18. Approval of Minutes
19. Town Administrator's Report
20. Selectmen's Reports

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For more information on agenda items, please visit the Board of Selectmen's page at  
[www.townofmedway.org](http://www.townofmedway.org)

Upcoming Meetings, Agenda and Reminders

**July 11, 2016 -----Regular Meeting**

<b><u>Board</u></b>	<b><u>Openings</u></b>	<b><u>Name</u></b>	<b><u>Action Needed</u></b>
Affordable Housing Committee	1	Teresa O'Brien	Reappoint for a 2 year term
Affordable Housing Trust	2	Glenn Trindade John Maguire	Reappoint for a 2 year term Reappoint for a 2 year term
Constables	3	Gary Eklund William Pride Paul Trufant	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Evaluation of Parks, Fields & Recreation Areas Committee	1	Michael Francis	Reappoint for a 1 year term
Memorial Committee	9	Peter Ciolek Douglas Downing John Larney Michael Matondi Richard Parrella Robert Saleski Francis Saunders Allen Tingley Paul Trufant	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Rt. 109 Design Advisory Committee	5	Maryjane White Matt Buckley Paul Yorkis Dan Hooper Dennis Crowley	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Representative to Charles River Pollution Control District	1	Paul DeSimone	Reappoint for a 3 year term

**List of Vacancies:**

- Cemetery Commission, 1 Vacancy
- Council on Aging, 1 Vacancy
- Disability Committee, 3 Vacancies
- Energy Committee, 1 Vacancy
- Historical Commission, 2 Vacancies
- Medway Cultural Council, 2 Vacancies
- Pride Day Committee, 2 Vacancies
- Town Wide Energy Committee, 1 Vacancy

# **AGENDA**

## **ITEM #1**

**Reorganization of the Board – Chair, Vice-Chair,  
Clerk**

**No associated backup materials.**

# **AGENDA**

## **ITEM #2**

**Discussion – Eversource Security Fencing on  
West Street**

**No associated backup materials.**

# **AGENDA**

## **ITEM #3**

**Presentation - Stormwater Management  
Presentation**

**No associated backup materials.**

# AGENDA

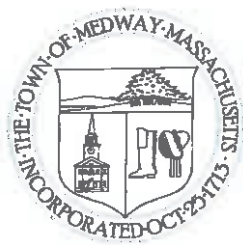
## ITEM #4

### Approval - Kleinfelder Master Service Contract Extension

#### **Associated backup materials attached:**

- Memo - Tom Holder, DPS Director
- 2012 Master Service Contract
- Proposed Amended Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract amendment with Kleinfelder as presented.



**TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS**


*Entrusted To  
Manage The  
Public  
Infrastructure*

**THOMAS M. HOLDER**  
DIRECTOR

**DAVID D'AMICO**  
DEPUTY DIRECTOR

**MEMORANDUM**

To: Board of Selectmen  
Michael Boynton – Town Administrator

From: Thomas Holder – DPS Director 

Date: June 16, 2016

RE: Kleinfelder Contract Amendment

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Please find attached, an Amendment to the Town's Master Service Agreement with Kleinfelder Inc. for continued engineering services through July, 2018.

Kleinfelder has represented the Town since 2012 on a number of engineering efforts associated with Stormwater Management, Water Accountability, Exelon Water Provision, EPA National Pollution Discharge Elimination System Permit negotiations and MADEP Grant opportunities to name a few.

The funding to support this Amendment will come from DPS General and Enterprise Consulting Services Operating Budgets as well as anticipated grant opportunities.

Thank you for your consideration.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made on the 21<sup>st</sup> day of Aug, 2012, by and between the Town of Medway, with a usual place of business at 155 Village Street, Medway, MA (hereinafter referred to as "Town"), and Kleinfelder Northeast, Inc., formerly known as S E A Consultants, Inc. (hereinafter "Consultant"), an engineering firm incorporated in the state of Massachusetts with a usual place of business at 215 First Street, Cambridge, Massachusetts.

Town and Consultant agree to the performance and furnishing of on-call professional services by Consultant for engineering, planning, architectural and other professional services as set forth in the mutual covenants below. Specific Projects will be authorized in the form of Letters of Understanding, which shall document the scope of work, schedule and fee. A model Letter of Understanding is attached hereto as Exhibit A and incorporated herein.

This Agreement will become effective on the date that the last party fully executes the same.

### **1.0 CONTRACT DOCUMENTS**

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between Town and Consultant and supersede any and all prior written or oral understandings between Town and Consultant.

Exhibits:

- A. Letter of Understanding
- B. Certificate(s) of Insurance and Licenses Required by this Agreement;
- C. Consultant's Corporate Authorization.

### **2.0 CONSULTANT'S SERVICES**

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services described in The Town's Request for Proposal, dated \_\_\_\_\_ (hereinafter referred to as "Consultant's Services"). This Agreement shall expire on June 30, 2014 unless sooner terminated as provided herein. The obligations of the Town hereunder are subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

### **3.0 GUARANTEES AND WARRANTIES BY CONSULTANT**



The Consultant agrees that the services provided hereunder shall conform to the standard of care and practice exercised by design professionals or consultants engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of care and practice. This provision in no way limits the Town's ability to bring actions based in negligence and breach of contract against the Consultant, which actions will be governed by the applicable statutes of limitations and the Massachusetts discovery rule regarding accrual dates for such limitations periods.

#### **4.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

The Town shall be entitled to use the documents solely in connection with the completion, maintenance, use and occupancy of the project for which they were prepared. Any other use without written verification or adaptation by the Consultant shall be at the Town's sole risk and without liability to Consultant.

#### **5.0 TOWN'S RESPONSIBILITIES**

Town shall appoint a person to serve as liaison between Town and Consultant with respect to a given Project. In addition to serving as Town Liaison, this person shall be responsible for scheduling all meetings between Consultant and Town's representatives. This person, however, shall have no authority to bind Town to make payments in excess of the specific appropriation for this Agreement. Town shall provide all information requested by Consultant that is necessary for the completion of Consultant's Services. However, Town shall not be required to provide information not readily available to it.

#### **6.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES**

In order for the Town to process payment, the Consultant shall invoice the Town monthly for work performed in accordance with the subject Letter of Understanding and documented related expenses incurred during the invoice period. The Town will process payment of invoices within 45 days after receipt of any invoices from the Consultant. The processing of payments to the Consultant shall be predicated upon the prior approval by the Town of all work covered by each individual invoice. The Town reserves all rights to reject any invoices from the Consultant on the grounds the work performed was not authorized by the Town. Compensation to the Consultant shall be in accordance with rates negotiated for respective classes of services as identified in the applicable Letter of Understanding.

## **7.0 SUSPENSION OF WORK**

If Town is unable to proceed with a Project or its obligations under this Agreement either before or after the execution of this Agreement for any reason, regardless of whether such inability is caused by or is within the control of Town, Consultant shall not be entitled to make or assert any claim for damage by reason of said delay. However, the time for completion of Consultant's Services shall be extended to such reasonable time as the Town may determine that will compensate for time lost by such delay, with such determination to be set forth by Town in writing.

## **8.0 TERMINATION**

### **8.1 By Town**

**8.1.1** In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, including any Letter of Understanding, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Consultant's Services, in the excess of what Town would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

**8.1.2** Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work previously authorized by the Town and performed by the consultant through the date of termination less any offset or claim of Town. Consultant shall have no right to recover other amounts, including but not limited to, amounts for lost profits, indirect, incidental or consequential damages, and any unauthorized work performed by the consultant.

**8.1.3** In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts,

including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

**8.1.4** After the notice of termination for cause under Section 8.1.1 above, it is determined that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 8.1.2. In such event, a payment adjustment shall be made as provided in Section 8.1.2.

**8.1.5** Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

**8.1.6** The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination. Town shall notify Consultant forthwith if this Agreement is terminated for lack of appropriation.

## **8.2 By Consultant**

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

## **8.3 Force Majeure**

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

## **9.0 INSURANCE**

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

**9.1** Worker's compensation insurance in accordance with state law;

- 9.2 Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate.
- 9.3 The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached to this Agreement as Exhibit C.
- 9.4 Professional liability insurance covering Consultant's errors and omissions with limits of at least \$1,000,000.00 for each occurrence and at least \$2,000,000.00 in the aggregate.

## **10.0 INDEMNIFICATION**

Consultant hereby agrees to the fullest extent permitted by law, to indemnify, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and reasonable attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by the negligent acts, omissions, or provision of Consultant's services. If the Town requests that the Consultant indemnify it pursuant to this paragraph and the Consultant refuses, the Town will have the option of requiring the Consultant to participate in arbitration under the American Arbitration Association to determine whether or not the Consultant should indemnify the Town pursuant to this provision or any applicable law or legal theory. The Consultant agrees to participate in arbitration if required by the Town. The parties further agree that the decision of the arbitrator regarding indemnification will be binding and final. Neither party may appeal or seek to void the arbitrator's decision through any legal action filed in any court or agency of any state. Each party will bear its own expenses arising from such arbitration.

## **11.0 MISCELLANEOUS PROVISIONS**

### **11.1 Entire Agreement**

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

### **11.2 Assignment of Interest**

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

### **11.3 Subcontractors**

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

### **11.4 Inspection by Town**

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

### **11.5 Incorporation of Applicable Law**

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

### **11.6 Governing Law**

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

### **11.7 Licensure and Compliance with Massachusetts Tax Law**

By executing this Agreement, Consultant agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit C. Consultant shall comply with all applicable laws, ordinances, rules or regulations or codes of the State and Town in performing the work embraced by this Agreement. Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the

Consultant has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

#### **11.8 Corporate Contractor**

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit E to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

#### **11.9 Interpretation & Severability**

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.


IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CONSULTANT: Kleinfelder Northeast, Inc.

By: \_\_\_\_\_

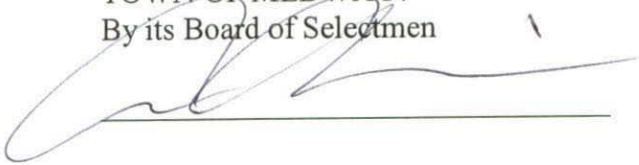
Print or type name: \_\_\_\_\_

Title: \_\_\_\_\_

  
JOSEPH B. CORMIER  
VICE PRESIDENT

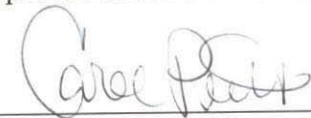
Corporate Seal

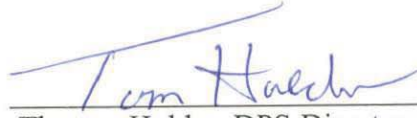
TOWN OF MEDWAY:  
By its Board of Selectmen



\_\_\_\_\_  
\_\_\_\_\_

Approved as to Funds Availability

  
\_\_\_\_\_  
Carol Pratt, Town Accountant

  
\_\_\_\_\_  
Thomas Holder, DPS Director

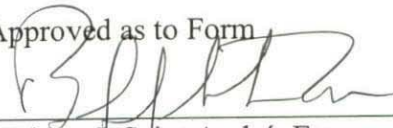
Dated: 8/31/12

Dated: 8.2.12

Funding Source: 01422012 - 5305

Key Org: \_\_\_\_\_

Account: \_\_\_\_\_

Approved as to Form  
  
\_\_\_\_\_  
Barbara J. Saint André, Esq.  
Petrini & Associates, P.C., Town Counsel

Dated: 9/27/12

2012.07.19 Proposed SEA contract (1301-04)

**EXHIBIT A**



[INSERT DATE]

[INSERT NAME OF RECIPIENT]

155 Village Street  
Medway, MA 02053

Re: [INSERT TITLE OF PROJECT]  
S E A Ref. Number: \_\_\_\_\_

Dear [INSERT NAME OF RECIPIENT]:

Kleinfelder Northeast, Inc., (hereinafter "Kleinfelder") is pleased to submit this original and one copy of our Letter of Understanding (LOU) in connection with our Agreement for Professional Services dated [FILL IN DATE] (the Agreement). We propose to provide the professional services set forth in detail under Tasks I through [FILL IN TASK NUMBER]. This LOU outlines the scope of a specific Project that the Town has authorized pursuant to the Agreement, and is subject to all of the provisions of the Agreement. When this LOU is executed and returned to Kleinfelder by the duly authorized representative of the Town, it will constitute a notice to proceed with the specific Project.

**SECTION 1. – Scope of Services**

Task I – [Insert Description of Services]

- A. [Detailed description of task.]
- B. [List additional information, if necessary.]

Task II – [Describe Additional Tasks and SubTasks, if necessary]

**SECTION 2. – Schedule**

Upon authorization to proceed, Kleinfelder will initiate the work described above. The [DESCRIBE THE WORK PRODUCT] will be prepared and submitted to Town on [ENTER DATE] after completion of investigation [OR SIMILAR].

**SECTION 3. – Compensation**

The Town agrees to pay, and Kleinfelder agrees to receive as full compensation for professional services under this Agreement, on the basis of a lump sum amount of [AMOUNT IN WORDS AND FIGURES].

The overall total cost shall be due and payable to Kleinfelder upon completion of the scope of work herein stated in this Letter of Understanding, subject to all terms of the Agreement. Interim payments will be made as set forth in the Agreement.

[Insert Name of Recipient Here]  
[Insert Date Here]  
[Insert Page Number Here]

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**SECTION 4. – Acceptance**

If this LOU meets with your approval, please sign, date and return the original and one copy to our office, attention **[INSERT APPROPRIATE PERSON]**.

Respectfully yours,

**TOWN OF MEDWAY, MA**

**KLEINFELDER NORTHEAST, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT B**

Acord

# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
5/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Heffernan Professional Practices Insurance Brokers  
License No. 0564249  
6 Hutton Centre Dr., Ste 500  
Santa Ana, CA 92707

**CONTACT NAME:** Sherry Young  
**PHONE (A/C, No, Ext):** 714-361-7700 **FAX (A/C, No):** 714-361-7701  
**EMAIL ADDRESS:** kleinfelderccerts@heffins.com


INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	The Insurance Co of the State of PA	19429
INSURER C:	Lexington Insurance Co.	19437
INSURER D:	Lloyd's of London Syndicate #2001	
INSURER E:		
INSURER F:		

**INSURED**  
The Kleinfelder Group, Inc.  
(See Attached Named Insured Schedule)  
5015 Shoreham Pl.  
San Diego, CA 92122-5926

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**  
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L LIABILITY			GL9612731	04/01/12	04/01/13	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$2,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY			CA1707521	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	BE23315104	04/01/12	04/01/13	EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB		<input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC21417820 (CA) WC21417821 (FL) WC21417822 (AOS)	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.)	<input checked="" type="checkbox"/> Y/N	NA				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional Liability &			044177408	04/01/12	04/01/13	Each Claim Aggregate	\$1,000,000 \$1,000,000
D	Contractor's Pollution Liability			LDUSA1203212	04/01/12	04/01/13		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Projects as on file with the insured including but not limited to Integrated Resources Management Plan. Town of Medway, MA is named as additional insureds on the general & auto liability policies-see attached endorsements.

<b>CERTIFICATE HOLDER</b>  Town of Medway Attn: Thomas Holder 155 Village St. Medway, MA 02053	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## DESCRIPTION OF OPERATIONS CONTINUED:

INSURED'S NAME: THE KLEINFELDER GROUP, INC.

CERT HOLDER NAME:

(Continued from Page 1)

Named Insureds:

The Kleinfelder Group, Inc.  
Kleinfelder Associates  
Trinity Engineering Testing Corporation  
ERG, LLC  
CE2 Kleinfelder  
Kleinfelder East, Inc.  
Kleinfelder West, Inc. (formerly known as Kleinfelder, Inc.)  
Kleinfelder Central, Inc.  
Kleinfelder Engineering, P.C.  
Kleinfelder Southeast, Inc.  
S E A Consultants, Inc.  
Kleinfelder Oklahoma 100, LLC  
Kleinfelder Oklahoma 200, LLC  
Kleinfelder Texas 100, LLC  
Kleinfelder Texas 200, LLC  
Nodarse-Kleinfelder A Joint Venture LLC  
Kleinfelder Guam 101, LLC  
Kleinfelder Utah 100, LLC  
Kleinfelder Colorado 100, LLC  
Kleinfelder Kansas 100, LLC  
Kleinfelder International, Inc.  
Kleinfelder Australia Pty Ltd.  
LPG Environmental & Permitting Services, Inc.  
Buys and Associates, Inc.  
Kleinfelder Northeast, Inc.  
Kleinfelder New Mexico 100, LLC  
Kleinfelder Canada, Inc.  
Kleinfelder Drilling, Inc.

### Architects and Engineers Additional Insured Language\*

The following policy language is from National Union Fire Insurance Company of Pittsburgh, PA Commercial General Liability Coverage:

#### Additional Insured:

- A. Section II – Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured(s) at the location(s) *where required by written contract*.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**  
This insurance does not apply to "bodily injury" or "property damage" occurring after:
- A.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - B.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.  
(Form CG 20 10 07 04)
- A. Section II – Who is an insured** is amended to include as an additional insured the person(s) or organization(s) *where required by written contract*, but only respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location *where required by written contract* of this endorsement performed for that additional insured an included in the "products-completed operations hazard."  
(Form CG 20 37 07 04)

**Primary & Non-Contributory:** The following paragraph is added to **SECTION II – WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insured; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard". This insurance is primary over any similar insurance available to any person or organization *where required by written contract*. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.  
(Form 90533 (3/06))

#### Per Project Aggregate:

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project where required by written contract:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought, or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.  
(Form CG 25 03 03 97)

**Separation Of Insureds:** Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the Coverage Part to the first Named Insured, this insured applies:

- a. As if each Named insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.  
(Form CG 00 01 12 07)

**Waiver Of Subrogation:** The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

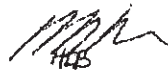
We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.  
(Form CG 24 04 10 93)

**Notice Of Cancellation:** For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 90 Days.  
(Form CG 02 24 10 93)

**NAMED INSURED:** THE KLEINFELDER GROUP, INC.

**POLICY NUMBER:**

GL9612731



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\*From Forms: 51767 (04/02); CG 02 24 10 93; CG 20 10 07 04; CG 20 37 07 04; CG 24 04 10 93; CG 25 03 03 97; 90533 (3/06); CG 00 01 12 07

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2012 forms a part of

Policy No. CA1707521 issued to THE KLEINFELDER GROUP, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**ADDITIONAL INSURED:  
WHERE REQUIRED BY WRITTEN CONTRACT**

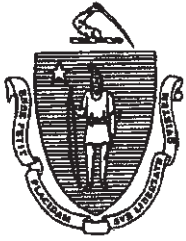
- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
  - (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
Authorized Representative



EXHIBIT C



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

May 11, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

**KLEINFELDER NORTHEAST, INC.**

is a domestic corporation organized on **December 29, 1961**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Processed By: crm

EXTRACT FROM MINUTES OF SPECIAL MEETING  
OF  
BOARD OF DIRECTORS  
OF  
KLENFELDER NORTHEAST, INC.  
HELD AT SAN DIEGO, CA  
NOVEMBER 16, 2009

"....

VOTED: That each and any of Robert M. Brandon, Anthony J. Zuena, Stephen H. Geribo or William N. Hardy, with each other jointly, or jointly with any of Arthur A. Spruch, John J. Struzziery, Mark J. Thompson, Alan J. Wells, or Joseph B. Cormier is hereby authorized to execute and deliver for, in the name and on behalf of the Corporation, all professional service contracts, agreements and reports, purported to be binding upon the Corporation, the execution and delivery of which are, in the opinion of each of them so acting, required or appropriate in the business of the Corporation, without prior or subsequent reference thereof to the Board of Directors, and the signature thereon by any two of them, as aforesaid (at least one of which shall be the signature of Robert M. Brandon, Stephen H. Geribo, Anthony J. Zuena or William N. Hardy), shall be conclusive evidence for all purposes that such instrument is authorized by this vote, except for contracts less than or equal to \$25,000 in total value, where the signature of Robert M. Brandon, William N. Hardy, Stephen H. Geribo, Alan J. Wells, Joseph B. Cormier or Anthony J. Zuena alone shall be conclusive evidence for all purposes that such instrument is authorized by this vote.

..."

A True Copy

Attest: 

Charles Alpert, Assistant Clerk

This is to certify that the above vote was and is in full force and effect as of the date of this contract.

Attest: 

Charles Alpert, Assistant Clerk

Date of this contract: May 16, 2012

**CERTIFICATE AS TO PAYMENT OF STATE TAXES**

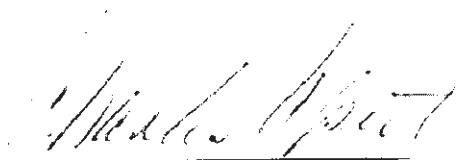
Pursuant to M.G.L. Ch 62C, sec 49A. I certify under the penalties of perjury the Kleinfelder Northeast, Inc., to my best knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

04-2297226  
Federal Identification NO.

Kleinfelder Northeast, Inc.  
Corporate Name

Date: May 16, 2012

215 First Street, Suite 320  
Cambridge, MA 02142  
Address of Corporation

By:   
Corporate Officer

**AMENDMENT TO  
AGREEMENT BETWEEN  
TOWN OF MEDWAY AND KLEINFELDER NORTHEAST, INC.**


THIS AMENDMENT is made this \_\_\_\_\_ day of June, 2016, and amends the Agreement dated the August 21, 2012, (the "Agreement"), as previously amended by written Amendment, for on call professional services by and between Kleinfelder Northeast, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 215 First Street, Cambridge, MA (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for good and valuable consideration, agree to amend the Agreement, subject to appropriation, as follows:

1. Amend Section 2.0 by deleting the words "June 30, 2016" and substituting therefore the words "July 31, 2018".

**All other terms and conditions of the Agreement shall remain in full force and effect.**

**CONTRACTOR:**

  
By: Joseph B. Lormier  
Title: President

**TOWN OF MEDWAY**  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

**Town Accountant:**

\_\_\_\_\_

Dated: \_\_\_\_\_

**Chief Procurement Officer:**

\_\_\_\_\_

Dated: \_\_\_\_\_

Funding Source:

Key Org: \_\_\_\_\_

Account: \_\_\_\_\_

Approved As To Form

\_\_\_\_\_  
**Town Counsel**

Dated: \_\_\_\_\_

*2014.05.08 Kleinfelder amendment (1301-04)*

**EXTRACT FROM MINUTES OF SPECIAL MEETING  
OF  
BOARD OF DIRECTORS  
OF  
KLEINFELDER NORTHEAST, INC.**

VOTED during the Board of Directors meeting held at San Diego, California on March 15, 2016, that each and any of the following persons:

Joseph B. Cormier	Nathan Stevens
Andrea V. d'Amato	Christopher Balerna
Mary E. Loden	Neil Kulikauskas
Robert K. Templeton	Marc Morin
Robert Rink	Matthew Steele
Elizabeth Frederick	

Individually, or with each other jointly, is hereby authorized to execute and deliver for, in the name of and on behalf of Kleinfelder Northeast, Inc. (the "**Corporation**"), all professional service contracts, agreements and other legal documents to be binding upon the Corporation, the execution and delivery of which are in the opinion of each of them, so acting, required or appropriate in the business of the Corporation, without prior or subsequent reference to the Board of Directors and the signature thereon by any of them shall be conclusive evidence for all purposes that such instrument is authorized by this vote.

Certification of true copy and that the above vote was and is in full force and effect as of the 15<sup>th</sup> of March, 2016.



Charles S. Alpert, Clerk  
Kleinfelder, Inc.



## CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Ch 62C, sec 49A, I certify under the penalties of perjury that KLEINFELDER, INC., to the best of my knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

04-2297226  
Federal Identification No.

Kleinfelder Northeast, Inc.  
Corporate Name

215 First street, Suite 320  
Cambridge, MA 02142  
Address of Corporation

By:   
Corporate Officer





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com	<b>CONTACT NAME:</b> Risk Strategies Company
	<b>PHONE (A/C, No., Ext):</b> 949-242-9240 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com
<b>CA DOI License No.</b> 0F06675	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> The Kleinfelder Group, Inc. (See Attached Named Insured Schedule) 550 West C Street, Suite 1200 San Diego, CA 92101	<b>INSURER A:</b> Valley Forge Insurance Company <b>NAIC #</b> 20508 <b>INSURER B:</b> Continental Insurance Company      35289 <b>INSURER C:</b> <b>INSURER D:</b> American Casualty Company of Reading, PA      20427 <b>INSURER E:</b> Ace European Group Limited NAIC# AA1120810 <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 29219521

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		6024233764	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		6024191483	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6024233750 (AOS) 6024191502 (CA)	4/1/2016 4/1/2016	4/1/2017 4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability & Contractor's Pollution Liability			B0146LDUSA1603212	4/1/2016	4/1/2017	Each Claim: 1,000,000 Aggregate: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to On-Call Professional Services. Town of Medway, MA is named as additional insured on the general and auto liability policies-see attached endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Medway  
 Attn: Mr. Thomas Holder  
 155 Village St.  
 Medway MA 02053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

© 1988-2015 ACORD CORPORATION. All rights reserved.

## DESCRIPTION OF OPERATIONS CONTINUED:

**INSURED'S NAME:** THE KLEINFELDER GROUP, INC.

**CERT HOLDER NAME:** Town of Medway  
Attn: Mr. Thomas Holder

(Continued from Page 1)

### Named Insureds:

The Kleinfelder Group, Inc.  
Kleinfelder, Inc.  
Kleinfelder Associates  
Trinity Engineering Testing Corporation  
ERG, LLC  
CE2 Kleinfelder  
Kleinfelder East, Inc.  
Kleinfelder West, Inc.  
Kleinfelder Central, Inc.  
GeoSystems Engineering, Inc.  
Kleinfelder Engineering, P.C.  
Kleinfelder Southeast, Inc.  
S E A Consultants, Inc.  
Kleinfelder Oklahoma 100, LLC  
Kleinfelder Oklahoma 200, LLC  
Kleinfelder Texas 100, LLC  
Kleinfelder Texas 200, LLC  
Nodarse-Kleinfelder A Joint Venture LLC  
Kleinfelder Guam 101, LLC  
Kleinfelder Utah 100, LLC  
Kleinfelder Colorado 100, LLC  
Kleinfelder Kansas 100, LLC  
Kleinfelder International, Inc.  
Kleinfelder Australia Pty Ltd.  
LPG Environmental & Permitting Services, Inc.  
Buys and Associates, Inc.  
Kleinfelder Northeast, Inc.  
Kleinfelder New Mexico 100, LLC  
Kleinfelder Canada, Inc.  
Kleinfelder Drilling, Inc.  
Corrigan Consulting, Inc.  
Simon Wong Engineering  
Omni Environmental, LLC  
A-1 Surveying  
OEI Consultants, Inc.  
Red Dog Technical Services, Inc.  
Hood Technical Services, Inc.  
Hood Resources Corp.  
927278 Alberta Ltd.  
943739 Alberta Ltd o/a Hood Engineering  
943743 Alberta Ltd.  
950347 Alberta Ltd. o/a Hood Tech  
1833383 Alberta Ltd.

Named Insured: The Kleinfelder Group, Inc.  
Policy Number: 6024233764  
Effective Date 4/1/2016

*The following policy language is an excerpt from Valley Forge Insurance Company Commercial General Liability Coverage:*

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

#### ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through I. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
  - (2) was executed prior to:
    - (a) the **bodily injury** or **property damage**; or
    - (b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
  - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.
- Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

#### Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the occurrence giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

#### Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the occurrence giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

  - a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
  - b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

#### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

#### GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:
1. All damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
  2. All medical expenses under Coverage C,
- that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.
- B. All:
1. Damages under Coverage B, regardless of the number of locations involved;
  2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single location, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
  3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single location, will reduce the General Aggregate Limit shown in the Declarations.
- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
  2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the occurrence can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

**GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

- A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

- A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
- B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project.

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations, or
- 2. **your work** included in the **products-completed operations hazard**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

**SEPARATION OF INSUREDS:**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**NOTICE OF CANCELLATION:**

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to the Certificate Holder 30 Days advance notice. (Form G-15115A Ed. 10/89)

All other terms and conditions of the Policy remain unchanged.

Named Insured: The Kleinfelder Group, Inc.

Policy Number: 6024191483

Effective Date: 4/1/2016



## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

### SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED UNDER A WRITTEN CONTRACT OR AGREEMENT.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

# AGENDA

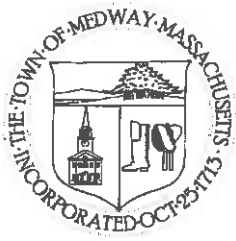
## ITEM #5

**Approval – 2 Year Contract for Road Servicing –  
TASCO Construction, Inc. - \$200,000**

**Associated backup materials attached:**

- Memo – Tom Holder, DPS Director
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a 2 year contract with TASCO Construction, Inc. for asphalt and concrete repair and catch basin structure adjustments in an amount not to exceed \$200,000, and subject to funding in year 2.



TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

*Entrusted To  
Manage The  
Public  
Infrastructure*

**THOMAS M. HOLDER**  
DIRECTOR

**DAVID D'AMICO**  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen

From: Thomas Holder, Director | Department of Public Services

Date: June 20, 2016

RE: **Tasco Construction, Inc. – Road Services contract for 2 years**

---

Please find attached three (3) copies of a contract for **TASCO Construction, Inc. – Road Services Contract** provides for labor and material to preform asphalt and concrete repair, catch basin and manhole structure adjustments throughout Medway for two year contract

Total contract amount not to exceed \$200,000

### Bid opening results

	Bituminous Repair	Concrete repair	Catch Bain Adjustment totals
<b>TASCO</b>	<b>\$5,000 per day</b>	<b>\$5,000 per day</b>	<b>\$173,775 total</b>
Martinez	No Bid	No Bid	\$202,625 Total
Lorusso	\$17,850	No Bid	No Bid

We greatly appreciate your consideration of this issue.

## **EXHIBIT B**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for **ROAD SERVICES** (hereinafter referred to as the "Services"), by and between **Tasco Construction, Inc**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 92 Stony Brook Road, Belmont, MA 02478, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

#### **ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

#### **ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents, **ROAD SERVICES, asphalt and concrete repair, catch basin and manhole structure adjustments** and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

#### **ARTICLE 3: TERMS OF AGREEMENT**

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 24 months from the date of contract execution.

#### **ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$200,000. (Two Hundred Thousand Dollars)



## **ARTICLE 5: PAYMENT**

- (a) The TOWN shall make payment as follows unless other arrangements for a particular project have been made in advance by the DPS Director:

One final payment of the entire release amount per Contract forty-five days after receipt of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G.

## **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## **ARTICLE 7: TERMINATION**

- (a) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to CONTRACTOR. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover

other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

#### ARTICLE 8: NOTICE

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:**

Town of Medway - DPS  
David D'Amico, DPS Deputy Director  
155 Village Street  
Medway, MA 02053

**Tasco Construction, Inc.**

Gary Tasco  
President  
92 Stony Brook Road,  
Belmont, MA 02478

#### ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this contract is to be cancelled, whether by the insurers or the insured, such cancellation shall

not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

#### **ARTICLE 10: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

#### **ARTICLE 11: MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 12: PREVAILING WAGE RATES**

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

#### **ARTICLE 13: PERFORMANCE AND PAYMENT BONDS**

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Agreement price for payment of all labor and materials used to carry out the Agreement.

#### **ARTICLE 14: GUARANTEE OF WORK**

- (a) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
- (1) Make goods and services conform to this Agreement;
  - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

#### **ARTICLE 15: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

#### **ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

#### **ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

## **ARTICLE 18: CORPORATE CONTRACTOR**

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

## **ARTICLE 19: GENERAL LAWS**

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

## **ARTICLE 20: SCHEDULING AND PENALTIES**

- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.

(e) The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR: 

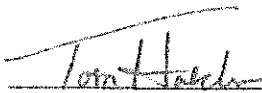
TOWN OF MEDWAY  
By its Board of Selectmen

By: Gary Tashjian

Title: Vice President Tasco Construction, Inc

Corporate Seal:

DATE Signed: \_\_\_\_\_

 6.16.16  
Thomas Holder -- Director  
Department of Public Service

Approved As To Form

\_\_\_\_\_  
Town Accountant

  
Town Counsel

Dated: \_\_\_\_\_

Dated: 6-16-16

Funding Source:

Account: Account Varies

Exhibit C

**CERTIFICATE OF COMPLIANCE WITH**  
**MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

**Individual**

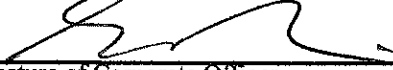
Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print or type) \_\_\_\_\_ Social Security Number \_\_\_\_\_

**Corporate**

Tasco Construction, Inc

Corporate Name (please print or type) \_\_\_\_\_

 \_\_\_\_\_ Date 6/14/16

Gary Tashjian \_\_\_\_\_ Vice President  
Name of Corporate Officer (please print or type) Title

04-2961679 \_\_\_\_\_  
Taxpayer Identification Number

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.





Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Tasco Construction, Inc held on 6/1/2016 it  
(Name of Corporation) (Date)

was voted that:

Gary Tashjian Vice President  
(Name) (Officer)

Of this company, he and she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

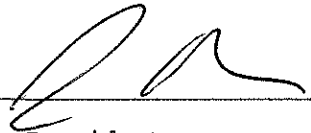
Vice President under seal of the company,  
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST:

TITLE:

  
\_\_\_\_\_  
President

PLACE OF BUSINESS:

92 Stony Brook Rd

Belmont, MA 02478

DATE OF THIS CONTRACT:

6-14-16

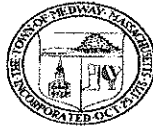
I hereby certify that I am the clerk of the Tasco Construction, Inc  
(Name of Corporation)

And that Gary Tashjian is duly elected Vice President  
(NAME) (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

  
\_\_\_\_\_  
(CLERK)

CORPORATE SEAL:



*Town of Medway, Massachusetts 02053*

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal 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 or proposal

Tasco Construction, Inc

\_\_\_\_\_  
Name of Business (please type or print)

Exhibit G

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth 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.

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

All employees to be employed in the work subject to this contract 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.

**COMPLETE AND SIGN BELOW:**

  
\_\_\_\_\_  
Authorized Person's Signature

Gary Tashjian Vice President

\_\_\_\_\_  
Print Name & Title of Signatory

Tasco Construction, Inc

\_\_\_\_\_  
Name of Contractor

6/14/16

\_\_\_\_\_  
Date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Tasco Construction, Inc.  
(Name of Contractor)

a Corporation hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture or Individual)

Great American Insurance Company of Cincinnati, State of Ohio  
(Surety) (City & State)

hereinafter called the "Surety" and licensed by the State  
Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are  
held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called  
"Owner", in the penal sum of

Two Hundred Thousand and 00/100THS Dollars  
(\$ 200,000.00) in lawful money of the United States, for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with the Owner, dated the 20th day of June, 2016 (the  
"Construction Contract"), for the construction described as follows: Road Services

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

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the  
Owner has declared the Principal in default of the Construction Contract or any provision thereof  
or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute  
the work consistent with, and in conformance to, the Construction Contract (collectively referred  
to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by  
the Owner. The Owner need not terminate the Construction Contract to declare a Contractor  
Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the  
consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for  
the Principal to perform and complete the work of the Construction Contract; (2) arrange for a  
contractor other than the Principal to perform and complete the work of the Construction  
Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for  
all costs and expenses incurred by the Owner in performing and completing the work of the

Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in One (1) counterparts, each one of which shall be deemed an original, this the 20th day of June, 2016.

ATTEST:

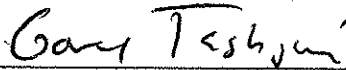
Tasco Construction, Inc.

Principal



(Principal Secretary)

By



92 Stony Brook Road

Belmont, MA 02478

(Address-Zip Code)



(SEAL)

Witness as to Principal

92 Stony Brook Rd

Belmont, MA 02478

(Address-Zip Code)

ATTEST:

Great American Insurance Company

Surety



By

Oscar B. Johnson

50 Prospect Street

Waltham, MA 02453

(Address-Zip Code)



(SEAL)

Witness as to Surety

50 Prospect Street

Waltham, MA 02453

(Address-Zip Code)

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



ATTEST:

Great American Insurance Company

Surety

*Oscar B. Johnson*

By

Oscar B. Johnson

(Attorney-in-Fact)

50 Prospect Street

Waltham, MA 02453

(Address-Zip Code)

*Margit Bamslund* (SEAL)

Witness as to Surety

50 Prospect Street

Waltham, MA 02453

(Address-Zip Code)

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



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 17436

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
OSCAR B. JOHNSON	ALL OF	ALL
NEWTON S. JOHNSON	WALTHAM, MASSACHUSETTS	\$100,000,000
MARK D. LESKANIC		
MARIA PLAISTED		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **1ST** day of **FEBRUARY**, **2016**  
Attest **GREAT AMERICAN INSURANCE COMPANY**



*Atty L C B*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this **1ST** day of **FEBRUARY**, **2016**, before me personally appeared **DAVID C. KITCHIN**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-16-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **20th** day of **JUNE**, **2016**.



*Atty L C B*  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

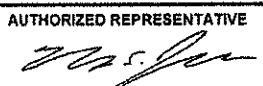
<b>PRODUCER</b> Eastern States Insurance Agency, Inc. 50 Prospect Street Waltham, MA 02453	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 781-642-9000      FAX (A/C, No): 781-647-3670	
	<b>E-MAIL ADDRESS:</b> certificaterequest@esia.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Acadia Insurance Company	<b>NAIC #</b> 31325
	<b>INSURER B:</b> Firemen's Insurance Company	<b>NAIC #</b> 21784
	<b>INSURER C:</b> Continental Indemnity Company	<b>NAIC #</b> 28258
<b>INSURED</b> Tasco Construction, Inc. 92 Stony Brook Road Belmont, MA 02478	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION- \$200,0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPA 0068976	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		MAA 1301219	05/31/2016	05/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ None			CUA 0068980	05/31/2016	05/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	46-713955-01-02	05/31/2016	05/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			CPA 0068976 DEDUCTIBLE: \$1,000	05/31/2016	05/31/2017	Scheduled 439,000 Leas/Rent 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Project: ROAD SERVICES, asphalt and concrete repair, catch basin and manhole structure adjustments**  
**The Town of Medway is included as additional insured on policies as indicated above when required by written contract or agreement.**

<b>CERTIFICATE HOLDER</b>  MEDWAMA  Town of Medway - DPS 155 Village Street Medway, MA 02053	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. MEDICAL PAYMENTS

If **COVERAGE C. MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, to the greater of:
  - a. \$10,000; or
  - b. The medical expense limit shown in the Declarations of this Coverage Part.

#### B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If damage to premises rented to you under **COVERAGE A.** is not otherwise excluded from this policy, the following applies:

1. The last paragraph of **SECTION I - COVERAGE A.2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or automatic fire protective system leakage to premises while rented to your or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**
2. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:
  6. Subject to 5. above, the greater of:
    - a. \$300,000; or
    - b. the Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, explosion or sprinkler leakage incident.

3. Paragraph 4.b.(1)(b) **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(b) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

4. Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person(s) or organization(s) for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

#### C. NON-OWNED WATERCRAFT OR AIRCRAFT

1. Paragraph g.(2) of 2. **Exclusions** under **SECTION I, COVERAGE A.** is replaced by the following:

A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not used to carry persons or property for a charge.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (a) and (b) above, whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to paragraph g. of 2. **Exclusions** under **SECTION I, COVERAGE A:**

(6) An aircraft that you do not own that is hired, chartered or loaned with a paid crew.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (6) above, whether the other insurance is primary, excess, contingent or on any other basis.

#### D. SUPPLEMENTARY PAYMENTS

Under **SECTION I. - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, 1.b and 1.d.** are replaced with the following:

- b. Up to \$3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day.

#### E. ADDITIONAL INSURED - LESSOR

The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**

The lessor or manager of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the lessor or manager.

#### F. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED, Paragraph 2:**

Any person(s) or organization(s) for whom you have agreed in a written contract or agreement

that such person(s) or organization(s) be added as an additional insured to your policy.

- (1) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

- (a) Your acts or your omissions; or
- (b) the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations under the written contract or agreement.

- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when your operations under the written contract or agreement for that additional insured are completed.

- (3) **SECTION III - LIMITS OF INSURANCE** for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) Primary and Non-Contributory - The insurance provided to the additional insured is primary to and will not seek contribution from the additional insured's own insurance.

- (5) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (a) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (ii) Supervisory, inspection, architectural or engineering activities.

(b) "Bodily injury" or "property damage" occurring after:

- (i) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person(s) or organization(s) other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

#### G. ADDITIONAL INSURED LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED**, Paragraph 2:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or agreement that such person(s) or organization(s) be added as additional insured on your policy.

- (1) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.
- (3) Primary and Non-Contributory - The insurance provided to the additional insured

is primary to and will not seek contribution from the additional insured's own insurance.

- (4) **SECTION III - LIMITS OF INSURANCE** for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### H. BROADENED NAMED INSURED

Paragraph 3. under **SECTION II - WHO IS AN INSURED** is replaced by the following:

Any organization you newly acquire or form, other than a joint venture, over which you maintain ownership or majority interest of more than 50% will be a named insured if there is no other similar insurance available to that organization, however;

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

#### I. KNOWLEDGE OF OCCURRENCE

The following is added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Notice of an "occurrence", offense, claim or "suit":

- (1) Will be deemed to be knowledge of an "occurrence" to the Named Insured if reported to you by an:

- (a) "executive officer" of the insured; or
- (b) "employee" or third party designated by the insured to give or receive notice of the "occurrence" or claim.

(2) To your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

**J. UNINTENTIONAL OMISSIONS**

The following is added to 6. Representations of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

**K. MOBILE EQUIPMENT**

**SECTION V - DEFINITIONS, 12.f.(1)** is replaced by the following:

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

except when the gross vehicle weight of the equipment is less than 1,000 pounds, in which case the vehicle will be considered "mobile equipment".

**L. OTHER COVERAGE FORMS AND ENDORSEMENTS**

If this insurance includes a Coverage Form or an endorsement which provides coverage for loss

or damage covered by one or more of the extensions of this endorsement, the limit and the coverage provided by this endorsement are replaced by the limit and coverage provided by that Coverage Form or endorsement.

**M. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person(s) or organization(s), if you have agreed to do so in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person(s) or organization(s) and included in the "products-completed operations hazard". This waiver applies only to the person(s) or organization(s) agreed to in the written contract, agreement or permit and is subject to those provisions.

This waiver does not apply unless the written contract, agreement or permit has been executed prior to the "bodily injury" or "property damage".

**N. REASONABLE FORCE**

Under **SECTION I, COVERAGE A, Exclusion a.** is replaced by the following:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**O. OTHER INSURANCE EXCESS WHEN YOU ARE AN ADDITIONAL INSURED**

Paragraph **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

- (b) Any other primary, excess or contingent insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed

operations, for which you have been added as an additional insured by attachment of an endorsement.

**P. BODILY INJURY REDEFINED**

**SECTION V - DEFINITIONS**, paragraph 3. is replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person(s), including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**Q. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**R. INCIDENTAL MEDICAL MALPRACTICE**

1. Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow paragraph 4.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

# AGENDA

## ITEM #6

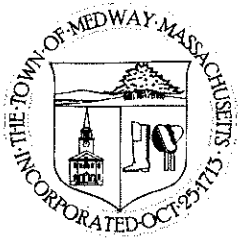
**Approval –2 Year Contract for Sewer Jet  
Cleaning & Inspections - Clogbusters  
Underground Technologies, Inc. - \$10,000**

**Associated backup materials attached:**

- Memo from Tom Holder, DPS Director
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a contract with Clogbusters Underground Technologies, Inc. in an amount not to exceed \$10,000, and subject to funding year 2.





TOWN OF MEDWAY  
DEPARTMENT OF PUBLIC SERVICES  
MEDWAY, MASSACHUSETTS

*Entrusted To  
Manage The  
Public  
Infrastructure*

THOMAS M. HOLDER  
DIRECTOR

DAVID D'AMICO  
DEPUTY DIRECTOR

## MEMORANDUM

To: Board of Selectmen  
From: Thomas Holder, Director | Department of Public Services  
Date: June 20, 2016  
RE: **Clogbusters Underground Technologies – Sewer Jet Cleaning & Camera Inspection**

---

Please find attached three (3) copies of a contract for **Clogbusters** – Contract provides for labor and material to preform sewer jet cleaning and camera inspection throughout Medway for two year contract

Total contract amount not to exceed \$10,000

**Bid opening results based on per hour rates**

	Per Regular hours	Per OT hours	Camera Inspection
<b>Clogbusters</b>	<b>\$108.00</b>	<b>\$128.00</b>	<b>\$94.00</b>
Truax	\$149.50	\$225.00	\$124.34

We greatly appreciate your consideration of this issue.

## **EXHIBIT B**

### **AGREEMENT BETWEEN TOWN AND CONTRACTOR**

THIS AGREEMENT shall be effective as of the date it becomes fully executed by all parties hereto for **SEWER JET CLEANING & CAMERA INSPECTION**. (hereinafter referred to as the "Services"), by and between **CLOGBUSTERS UNDERGROUND TECHNOLOGIES, INC.**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at P.O. Box 662, Medway, MA 02053 (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

**WITNESSETH** that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

#### **ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This agreement between town and contractor
- 2) Contractor's bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

#### **ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work shown on the Contract Documents to perform **SEWER JET CLEANING & CAMERA INSPECTION**. The CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

#### **ARTICLE 3: TERMS OF AGREEMENT**

This service agreement is effective as of the date of execution by ALL Parties and shall remain in effect for 24 months from the date of contract execution.

#### **ARTICLE 4: THE CONTRACT SUM**

The TOWN shall pay the CONTRACTOR for the performance of this Agreement on a per unit basis per Contractor's proposal. Services to be ordered by individual release by authorized personnel only. Quantities may vary. Total Contract amount shall not exceed \$10,000. (Ten Thousand Dollars).

## **ARTICLE 5: PAYMENT**

- (a) The TOWN shall make payment as follows unless other arrangements for a particular project have been made in advance by the DPS Director:

One final payment of the entire release amount per Contract forty-five days after receipt of an invoice, provided the work be then fully completed or the goods and supplies delivered and the Agreement fully performed.

- (b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other indebtedness connected with the work have been paid. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.
- (c) Payments upon substantial completion of contracts for construction of public works shall be governed by General Laws chapter 30 section 39G.

## **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## **ARTICLE 7: TERMINATION**

- (a) By executing this Agreement, the CONTRACTOR assumes the risk that the necessary funding for completion of the project will be secured. If adequate funding for the project cannot be secured after execution of this contract, the Town Accountant shall certify that fact in writing for the parties.
- (b) Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen (14) days written notice to CONTRACTOR. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover

other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

- (c) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.

#### **ARTICLE 8: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:**

Town of Medway - DPS  
David D'Amico, DPS Deputy Director  
155 Village Street  
Medway, MA 02053

**Contractor:**

Herbert Bickerstaffe  
General Manager  
Clogbusters Underground Technology, Inc.  
P.O. Box 662  
Medway, MA 02053

#### **ARTICLE 9. INSURANCE**

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain commercial general liability, including products-completed operations coverage, and motor vehicle liability insurance policies protecting the TOWN in connection with any operations included in this Contract, and shall have the TOWN named as an additional insured on the policies. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability. The commercial general liability policy shall contain additional insured endorsements of ISO CG 20 37 and either ISO CG 20 33 or CG 20 10, or their equivalent. **The Contractor shall provide a copy of additional insured endorsements for all policies that require the Town to be listed as an additional insured.**
- (b) The CONTRACTOR shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. Gen. L. Ch. 152, as amended, to all employed under the Contract and shall continue such insurance in full force and effect during the term of the Contract.

All insurance coverage shall be in force from the time of the Agreement until six (6) years beyond the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for each policy.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. If the insurance required by this

contract is to be cancelled, whether by the insurers or the insured, such cancellation shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Town at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. Such cancellation shall not waive or excuse the Contractor's responsibility for complying with the insurance requirements of this Contract.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of **liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation** or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees. The foregoing provisions shall survive the termination or expiration of this Agreement and shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Contract.

#### **ARTICLE 10: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Contract to any corporation, entity or person without the prior written approval of the TOWN.

#### **ARTICLE 11: MATERIALS AND WORKMANSHIP**

Unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in the respective trades.

#### **ARTICLE 12: PREVAILING WAGE RATES**

The CONTRACTOR shall pay the prevailing wage and comply with Mass. General Laws chapter 149, sections. 26 - 27D, and a Statement of Compliance shall be included in the Contract Documents. Pursuant to Mass. General Laws chapter 149, sections 26 and 27B, the CONTRACTOR shall file weekly certified payroll records with the TOWN for all employees who have worked on the Project. The TOWN and the CONTRACTOR shall preserve said records for a period of not less than three years from the date of completion of the Agreement.

#### **ARTICLE 13: PERFORMANCE AND PAYMENT BONDS**

- (a) The CONTRACTOR shall furnish a performance bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Contract price.
- (b) The CONTRACTOR shall furnish a payment bond from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts which is satisfactory to the TOWN in the full amount (100%) of the Agreement price for payment of all labor and materials used to carry out the Agreement.

#### **ARTICLE 14: GUARANTEE OF WORK**

- (a) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the TOWN are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement, the CONTRACTOR shall, promptly upon receipt of notice from the TOWN and at its own expense:
- (1) Make goods and services conform to this Agreement;
  - (2) Make good all damage to the site, or equipment or contents thereof, which, in the opinion of the TOWN, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Agreement; and
  - (3) Make good any work or material, or the equipment or site, which is disturbed in fulfilling any such guarantee.

#### **ARTICLE 15: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

#### **ARTICLE 16: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

#### **ARTICLE 17: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as an Exhibit. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement.

Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

## **ARTICLE 18: CORPORATE CONTRACTOR**

The CONTRACTOR shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit D to this Agreement. This Agreement shall not be enforceable against the Town unless and until the CONTRACTOR complies with this section.

## **ARTICLE 19: GENERAL LAWS**

The following provisions of state statute apply to the work performed under this agreement, and these provisions supersede any conflicting provision of this agreement: General Laws chapter 30 §39F; chapter 30 §39G; chapter 30 §39I; chapter 30 §39M; chapter 30 §39N; chapter 30 §39O; chapter 30 §39P; chapter 30 §39R; chapter 149 §25; chapter 149 §26; chapter 149 §34; chapter 149 §34A; chapter 149 §334B; copies of these statutes are attached hereto and the applicable sections are incorporated herein by reference.

Each and every other provision of law or clause required by law to be inserted in this agreement shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein and any provision contrary to such law or clause shall be deemed null and void. If through mistake or otherwise any such provision is not correctly inserted, then upon application of either party, the agreement shall forthwith be physically amended to make such insertion.

## **ARTICLE 20: SCHEDULING AND PENALTIES**

- (a) The Contractor shall provide a contact telephone number and e-mail address to be used by the Town of Medway Highway Superintendent or his designee to schedule work releases. The Town shall contact the Contractor Monday through Friday, 7:00 am to 3:00 pm. at either the telephone number or email address supplied by the Contractor to schedule work releases. The Contractor shall respond within 36 hours to the Superintendent or his designee (excluding Sundays). Failure to respond to a scheduling request within 36 hours will result in the Town receiving a 15 percent discount on all work associated with the work release requested to be scheduled.
- (b) The Contractor agrees to schedule work within a 30 day period from the time of a scheduling contact from the Town unless an alternate time is selected by mutual agreement.
- (c) The Contractor agrees to mobilize and be ready for work as scheduled for any given work release. Failure to mobilize as scheduled will result in the Town receiving a 15 percent discount on all work associated with the work release. In addition, the Contractor agrees to compensate the Town for all preparation work associated with the work release including crew time, equipment, and police details for any no show/no notification. This amount will be calculated by the Town and subtracted from the next payment due to the Contractor; if no further payment is due to the Contractor from the Town, then the amount calculated by the Town will be billed to the Contractor, payable within fifteen days of the date billed.
- (d) The Town recognizes the need to re-schedule work from time to time due to weather and other unforeseen conditions. The Contractor shall notify the Highway Superintendent or his designee of a need to reschedule work at least 36 hours in advance of the scheduled time (excluding Sundays). Work to be rescheduled must be completed within 14 days of the original schedule. Work will not be allowed to be rescheduled more than one time unless mutually agreed to by the Town.

(e) The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination

**IN WITNESS WHEREOF** the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

CONTRACTOR: Clogbusters Underground Technologies. **TOWN OF MEDWAY**  
By its Board of Selectmen

By: Robert Bickerstaffe  
Herbert Bickerstaffe  
President  
Title: General Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Corporate Seal:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tom Holder 5.24.16  
Thomas Holder – Director  
Department of Public Service

**DATE Signed:** \_\_\_\_\_

Carol Reid  
Town Accountant

Approved As To Form  
Carol Reid  
Town Counsel

Dated: 6/6/16

Dated: 5-27-16

**Funding Source:**

Account: ACCOUNT VARIES



Exhibit C

**CERTIFICATE OF COMPLIANCE WITH**  
**MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

**Individual**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (please print or type) \_\_\_\_\_ Social Security Number \_\_\_\_\_

**Corporate**

Clogbusters Underground Technologies, Inc  
Corporate Name (please print or type)

Robert Bickerstaffe \_\_\_\_\_ 4/15/16  
Signature of Corporate Officer Date

Robert Bickerstaffe \_\_\_\_\_ President  
Name of Corporate Officer (please print or type) Title

83-0506045  
Taxpayer Identification Number

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Exhibit D

**CERTIFICATE AS TO CORPORATE BIDDER**

I Robert Bickerstaffe

Certify that I am President of the

Corporation named as Bidder in the within Bid Form that Herbert Bickerstaffe

~ who signed said Bid Form on behalf of the Bidder was then

General Manager of said Corporation; that I know his signature and

that his signature hereto is genuine and that said Bid Form was duly signed, sealed, and executed for  
and on behalf of said Corporation by authority of its Board of Directors.

(Corporate Seal)

Robert Bickerstaffe  
(Signature)

President  
(Title)

This Certificate must be completed where the Bidder is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal on behalf of the Corporation, this Certificate must be completed by another Officer of the Corporation.

Exhibit E

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Clogbusters UTI held on 4/1/16 it  
(Name of Corporation) (Date)

was voted that:

Robert Bickerstaffe President  
(Name) (Officer)  
Herbert Bickerstaffe General Manager

Of this company, he and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

Robert Bickerstaffe under seal of the company,  
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: Robert Bickerstaffe

TITLE: President

PLACE OF BUSINESS: Clogbusters UTI  
Medway, Ma.

DATE OF THIS CONTRACT: 4/15/16

I hereby certify that I am the clerk of the Clogbusters Underground Technologies  
(Name of Corporation)

And that Robert Bickerstaffe is duly elected President  
(NAME) (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Robert Bickerstaffe  
(CLERK)

CORPORATE SEAL:



*Town of Medway, Massachusetts 02053*

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal 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.

*Robert Bullyse*

Signature of individual submitting bid or proposal

*Clogbusters Underground Technologies, Inc.*

Name of Business (please type or print)

Exhibit G

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth 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.

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;

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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and

All employees to be employed in the work subject to this contract 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.

**COMPLETE AND SIGN BELOW:**

Robert Bickerstaffe  
Authorized Person's Signature

4/16/16  
Date

Robert Bickerstaffe  
Print Name & Title of Signatory

Clogbusters UTT  
Name of Contractor



Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in one (1) counterparts, each one of which shall be deemed an original, this the 4th day of May, 2016.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal Secretary)

By \_\_\_\_\_

\_\_\_\_\_  
P. O. Box 662

\_\_\_\_\_  
Medway, MA 02053

\_\_\_\_\_  
(Address-Zip Code)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address-Zip Code)

ATTEST:

\_\_\_\_\_  
Surety

WESTERN SURETY COMPANY

\_\_\_\_\_  
(Attorney-in-Fact)

By \_\_\_\_\_

John J. Lynch III, Attorney-In-Fact

\_\_\_\_\_  
333 S. Wabash Ave., 41st Floor

\_\_\_\_\_  
Chicago, IL 60604

\_\_\_\_\_  
(Address-Zip Code)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address-Zip Code)

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



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Clogbusters Underground

Technologies, Inc a Corporation  
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and WESTERN SURETY COMPANY of Chicago  
(Surety)

State of Illinois hereinafter called the "Surety" and licensed by the State  
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of Medway, Massachusetts, hereinafter called "Owner", in the penal sum of Ten thousand and no/100 Dollars (\$ 10,000.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction described as follows:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in one (1) counterparts, each one of which shall be deemed an original, this the 4th day of May, 2016.

ATTEST:

\_\_\_\_\_  
Surety  
WESTERN SURETY COMPANY

\_\_\_\_\_  
(Attorney-in-Fact)

By

\_\_\_\_\_  
John J. Lynch III, Attorney-In-Fact

\_\_\_\_\_  
333 S. Wabash Ave., 4<sup>th</sup> Floor

\_\_\_\_\_  
Chicago, IL 60604  
(Address-Zip Code)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address-Zip Code)

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

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71767886

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint John J. Lynch III

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Clogbusters Underground Technologies, Inc.

Obligee: Town of Medway

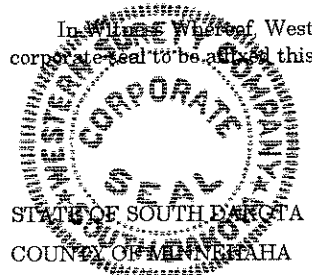
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of May 4, 2018, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 4th day of May, 2016.



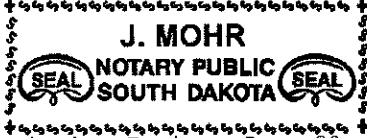
WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 4th day of May, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of May, 2016.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Paul Peters Insurance Agency  
680 Falmouth Rd.  
Mashpee, MA 02649-  
John J. Lynch, IV

<b>CONTACT NAME:</b> John J. Lynch, IV	
<b>PHONE (A/C No. Ext.):</b> 508-477-0021	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> SAFETY INSURANCE COMPANY	<b>NAIC #</b>
<b>INSURER B:</b> Northland Insurance Company	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
Clogbusters Underground  
Technologies Inc  
PO Box 662  
Medway, MA 02053

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		WS249796	08/21/2015	08/21/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			6233693	05/15/2015	05/15/2016	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Medway is listed as an additional insured in regards to the general liability policy

**CERTIFICATE HOLDER**

MEDW001

Town of Medway - DPS  
David D'Amic, DPS Deputy Dir.  
155 Village St  
Medway, MA 02053

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
John J. Lynch, IV

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2016

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>PAUL PETERS AGENCY INC.</b>  680 FALMOUTH RD. MASHPEE MA 02649	<b>CONTACT NAME:</b> John Lynch IV <b>PHONE (A/C, No. Ext):</b> (508) 477-0021 <b>E-MAIL ADDRESS:</b> jay@paulpetersagency.com	<b>FAX (A/C, No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> AMGUARD INSURANCE CO	<b>NAIC #</b> 42390
<b>INSURED</b> <b>CLOGBUSTERS UNDERGROUND TECHNOLOGIES INC</b>  PO BOX 662 MEDWAY MA 02053	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 47126

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. (INSR) (WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	R2WC642178	06/05/2015	06/05/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at [www.mass.gov/wd/workers-compensation/investigations/](http://www.mass.gov/wd/workers-compensation/investigations/).

**CERTIFICATE HOLDER****CANCELLATION**

<b>Town of Medway</b> 155 Village St  Medway MA 02053	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA
--	---

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# AGENDA

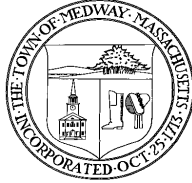
## ITEM #7

**Contract Approval – On Call Planning and Grant Writing Services – PGC Assoc.**

**Associated backup materials attached:**

- Memo – Susan Affleck-Childs, PEDB Coordinator
- Contract

**Proposed Motion:** I move that the Board authorize the Chairman to execute a 3 year contract with PGC Assoc. for consulting planning services.



**TOWN OF MEDWAY**  
**Planning & Economic Development**  
155 Village Street  
Medway, Massachusetts 02053

---

***MEMORANDUM***

June 16, 2016

TO: Medway Board of Selectmen  
FROM: Susy Affleck-Childs, Planning and Economic Development Coordinator  
RE: On-call Contract with PGC Associates

At the June 20, 2016 meeting, the Board of Selectmen will consider authorizing the BOS chairman to execute a new 3 year contract on behalf of the Town of Medway with PGC Associates/Gino Carlucci for professional consulting planning services. This is an "on-call" contract with no minimum guarantee or retainer. Although the contract provides that any Town department/board/committee may retain PGC Associates, the Planning and Economic Development Board is the primary user of PGC's services. In past years, Mr. Carlucci has provided grant writing assistance to the Town Administrator's office. Recently, he worked with the Medway Affordable Housing Trust on the update of the Medway Housing Production Plan.

The Planning and Economic Development Board uses PGC Associates to conduct planning/zoning reviews of the residential and commercial development plans which are submitted to the Board for subdivision, special permit and/or site plan approval. These services are paid from plan review fees provided by applicant/developers which the Board manages through its Plan Review revolving fund. PGC Associates also provides assistance in the development and refinement of proposed zoning bylaw amendments. Those services are paid through the PEDB's consulting services budget line item.

PGC associates has been the Town's on-call consulting planner since 2003. The Planning and Economic Development Board supports this contract and requests that the BOS authorize its approval.



**KOPELMAN AND PAIGE, P.C.**  
*The Leader in Public Sector Law*

101 Arch Street  
Boston, MA 02110  
T: 617.556.0007  
F: 617.654.1735  
www.k-plaw.com

June 7, 2016

**Barbara J. Saint André**  
bsaintandre@k-plaw.com

Ms. Susan Affleck-Childs  
Planning and Economic Development Coordinator  
Medway Town Hall  
155 Village Street  
Medway, MA 02053

Re: PGC Associates, Inc.

Dear Ms. Affleck-Childs:

Enclosed please find three original contracts between the Town and PGC Associates, Inc., which I have approved as to form as Town Counsel.

Please feel free to contact me if you have any questions.

Very truly yours,



Barbara J. Saint André

BJS/smm

Enc.

cc: Town Administrator (w/o enc.)

556754/MEDW/0001



# **AGREEMENT BETWEEN THE TOWN OF MEDWAY AND PGC ASSOCIATES, INC.**

THIS IS AN AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Medway, in the County of Norfolk and the Commonwealth of Massachusetts (hereinafter referred to as "Town"), and PGC Associates, Inc. (hereinafter "Consultant"), a corporation incorporated in the Commonwealth of Massachusetts with its principle place of business at Franklin, MA.

Town and Consultant agree to the performance and furnishing of certain professional services by Consultant including review of site plans, subdivision plans, ARCPUD (Adult Retirement Community Planned Unit Development) projects, OSRD (Open Space Residential Development) projects, AUOD (Adaptive Use Overlay District) projects and other development proposals with respect to the development of land; development of zoning bylaws and rules/regulations; preparation of grant proposals; and other planning services as mutually agreed to (hereinafter referred to as the "project") for certain consideration to be paid to Consultant by Town, as set forth more specifically in the mutual covenants set forth below.

This Agreement will become effective on the date that the last party fully executes the same.

## **1.0 CONTRACT DOCUMENTS**

This Agreement and the Exhibits identified in this section, all of which are attached to and form a part of this Agreement, constitute the entire agreement between Town and Consultant and supersede any and all prior written or oral understandings between Town and Consultant.

### *Exhibits:*

- A. Consultant's Proposal dated May 18, 2016
- B. Consultant's Price Proposal May 18, 2016
- C. Certificate(s) of Insurance Required by this Agreement
- D. Consultant's Corporate Authorizations

## **2.0 CONSULTANT'S SERVICES**

The full execution of this Agreement by Town and Consultant constitutes the Town's written authorization for Consultant to proceed with the professional services as described herein. This agreement shall expire on June 30, 2019. The continuation of this Agreement after June 30, 2019 is expressly conditioned upon the appropriation or other availability of funds. At no time will any provision of this agreement make the Town liable for payment for performance of work under this agreement in excess of the amounts that have been appropriated by Town Meeting and designated by the Board for expenditure for the purpose of this agreement.

### **3.0 OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

All documents produced pursuant to this Agreement shall be the property of Town. All information acquired from the Town, or from others at the expense of Town, in the performance of this Agreement shall be and remain the property of Town. This includes but is not limited to all records, data files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information prepared or acquired by Consultant in the performance of Consultant's Services.

### **4.0 PERFORMANCE CRITERIA**

The performance of the Consultant will be evaluated on the basis of meeting the following goals.

- Review of site plans, subdivisions, and special permit projects with review documents provided to the Planning and Economic Development Board at least one week in advance of the public hearing/discussion.
- Consultant's thorough and creative completion of planning studies and grant applications.
- Consultant's initiative and follow-thru on assignments.

Evaluations shall be conducted periodically and may be initiated by the Consultant or the Town. Unsatisfactory performance evaluations may be grounds for termination of this agreement.

### **5.0 PAYMENT BY THE TOWN FOR CONSULTANT'S SERVICES**

In order for the Town to process payment, the Consultant shall invoice the Town monthly for work performed and documented related expenses incurred during the invoice period. Invoices shall show individual, time per individual, itemized description of activities and hourly rate. The processing of payments to the Consultant shall be predicated upon the availability of sufficient funds within the project's account. All bills shall be submitted within two weeks after the month for which services by the Consultant were rendered.

Compensation to the Consultant shall be in accordance with rates negotiated for respective classes of services as identified in the Consultant's proposal submitted in response to the Town's request for Consultant's Services. The Town will not pay for travel time to or from the Town.

### **6.0 TERMINATION**

#### **6.1 By Town**

**6.1.1** In the case of any default on the part of Consultant with respect to any of the terms of this Agreement, Town shall give written notice thereof. If said default is not remedied by Consultant within such time as Town shall specify in writing, Town shall

notify Consultant in writing that there has been a breach of this Agreement. Thereafter, Town shall have the right to secure the completion of Consultant's Services remaining to be done on such terms and in such manner as Town shall determine, and Consultant shall pay Town any money that Town shall pay another Consultant for the completion of Consultant's Services, in excess of what Town would have paid Consultant for the completion of Consultant's Services, and Consultant shall reimburse Town for all expenses incurred by reason of said breach, including attorney's fees incurred by the Town. In case of such breach, Consultant shall be entitled to receive payment only for work satisfactorily completed prior to said breach in good faith and the amount of any balance due Consultant shall be determined by Town in good faith.

**6.1.2** Notwithstanding any other provision of this Agreement, the Town reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience or due to an unavailability of funds upon fourteen days written notice to Consultant. Town shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of Town. Such obligation shall not exceed the available appropriation. Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.

**6.1.3** In the event of termination by Town, all finished work and documentation, complete and incomplete, shall be delivered to Town. Consultant shall be entitled to receive payment for any work performed and accepted under this Agreement, which was completed prior to the date of termination. In the event of termination prior to the completion of the work, Consultant shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental, or consequential damages.

**6.1.4** After the notice of termination for cause under Section 6.1.1 above, if it is determined by a court of competent jurisdiction that said cause was invalid, the termination shall be deemed to have been effected for the convenience of Town under Section 6.1.2. In such event, a payment adjustment shall be made as provided in Section 6.1.2.

**6.1.5** Any termination or suspension of this Agreement shall not impair Town's right to recover damages occasioned by the fault of Consultant. Any suspension shall not limit the right of Town to terminate this Agreement.

## **6.2 By Consultant**

Consultant shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of the Consultant, an extension of time shall be the Consultant's sole remedy.

## **6.3 Force Majeure**

Neither party shall be liable to the other or deemed to be in breach under this agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance shall be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

## **7.0 INSURANCE**

Consultant shall provide and maintain insurance at its own expense until the completion of Consultant's Services as set forth below:

- 7.1** Worker's compensation insurance in accordance with state law;
- 7.2** Comprehensive general liability, comprehensive automobile liability and property damage insurance in the amount of not less than \$500,000.00 for each occurrence and \$1,000,000.00 in the aggregate.
- 7.3** The Town must be named as an additional insured on a certification of insurance filed with the Town Administrator at time of contract issue. This Certificate of Insurance will be attached to this Agreement as Exhibit C.

## **8.0 INDEMNIFICATION**

Consultant hereby agrees to indemnify, defend, and hold harmless Town, and its officers, attorneys, employees, attorneys, and agents from and against any and all claims (including workers' compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation and attorney's fees, of or by anyone that in any way is caused by, arises out of, or is occasioned by, the acts, omissions, or provision of Consultant's services, or any activities, operations, conducts, negligence, or omissions of Consultant, regardless of whether same is caused in part by Town or any third party.

## **9.0 MISCELLANEOUS PROVISIONS**

### **9.1 Entire Agreement**

Unless contained in this Agreement, or the Exhibits incorporated into and made a part of this Agreement, no warranties, statements, promises, or representations shall be considered a part of this Agreement or a basis upon which Consultant or Town entered into this Agreement.

## **9.2 Assignment of Interest**

Consultant shall not assign, transfer, or convey any interest in this Agreement without the prior written consent of Town, which consent shall not be unreasonably withheld.

## **9.3 Subcontractors**

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without the prior written consent of Town. Provided that such consent is obtained, it is understood and agreed that any such persons, corporations, or entities hired by Consultant shall be deemed agents of Consultant and that Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this Agreement or any delays or damages occasioned by such work.

## **9.4 Inspection by Town**

The authorized representatives and agents of Town shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records of Consultant upon demand.

## **9.5 Incorporation of Applicable Law**

Each and every provision of law required to be included in this Agreement shall be deemed to be included in this Agreement, and this Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision has not been included in this Agreement, or is not correctly inserted, then upon the application of either party to this Agreement, the Agreement shall forthwith be physically amended to make such inclusion or insertion.

## **9.6 Governing Law**

Town and Consultant shall perform its services in conformity with the requirements and standards of Town, and with all applicable laws and regulations of the Commonwealth of Massachusetts and its political subdivisions, and with all applicable laws and regulations of the Federal Government.

In the event of any dispute concerning the meaning or application of this Agreement, any such dispute shall be resolved pursuant to law of the Commonwealth of Massachusetts and, if necessary, by a Court of the Commonwealth of Massachusetts. Both parties hereby consent to the jurisdiction of any such Court.

## **9.7 Compliance with Massachusetts Tax Law**

Pursuant to Mass. G. L. c. 62C, Section 49A, the Consultant certifies under the penalties of perjury that the Consultant has complied with all laws of the Commonwealth

relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

### **9.8 Corporate Contractor**

The Consultant shall endorse upon this Agreement (or attach hereto) a Clerk's Certificate certifying the authority of the party signing this Agreement for the corporation and the existence of such corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in force and effect as of the date of submission. The certificate and letter will be Exhibit E to this Agreement. This Agreement shall not be enforceable against the Town unless and until the Consultant complies with this section.

### **9.9 Interpretation & Severability**

For purposes of interpreting this Agreement in the context of a dispute over its terms or otherwise neither party shall be considered the drafter of this Agreement and neither party shall have any provision of this Agreement construed in its favor as a result of its role in drafting this Agreement or its bargaining power with respect to this Agreement, Consultant's Services, the Project, or otherwise.

### **9.10 Independent Contractor**

The Consultant is considered an independent contractor for all services described herein and shall not be eligible for benefits, workers compensation, or unemployment benefits. Nothing herein shall be construed so as to imply an employment relationship.

### **9.11 Conflict of Interest**

The Consultant shall agree to refrain from performing planning services in conjunction with development proposals in the Town of Medway during the term of the contract and for a period of one year thereafter.

IN WITNESS WHEREOF, the parties hereto have executed copies of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CONSULTANT**

  
\_\_\_\_\_

For PGC Associates, Inc.  
By its duly authorized representative  
Gino D. Carlucci, Jr., President

Date: \_\_\_\_\_

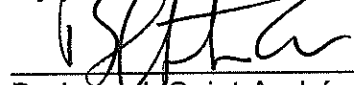
**TOWN OF MEDWAY**

*By its duly authorized representative*

\_\_\_\_\_  
Glenn Trindade  
Chairman – Medway Board of Selectmen

Date: \_\_\_\_\_

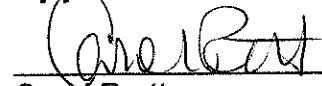
**Approved as to Form**

  
\_\_\_\_\_

Barbara J. Saint André, Esq.  
Kopelman & Paige, Town Counsel

Date: 6/7/16

**Approved as to Funds Availability**

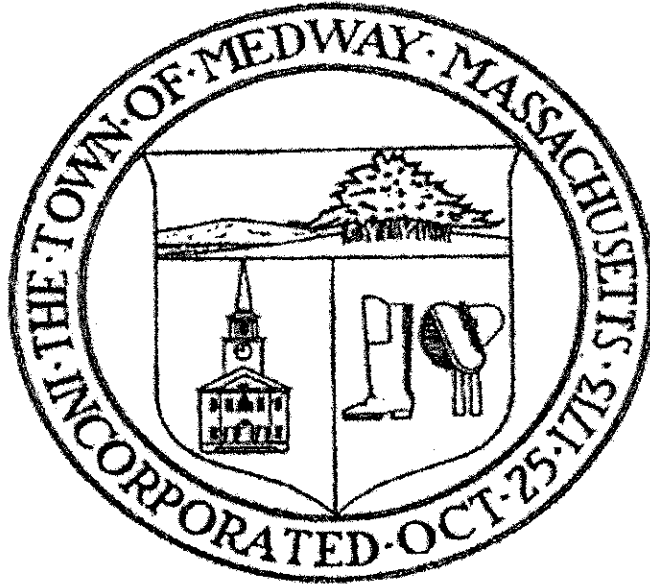
  
\_\_\_\_\_

Carol Pratt  
Medway Town Accountant

Date: 6/10/16

Funding Source: 25031752 5200  
01175002 5305  
\_\_\_\_\_

**PROPOSAL TO PROVIDE  
PLANNING SERVICES TO:**



**TOWN OF MEDWAY**

PGC Associates, Inc.  
1 Toni Lane  
Franklin, MA 02038-2648  
[gino@pgcassociates.com](mailto:gino@pgcassociates.com)

**May 18, 2016**



---

**PGC ASSOCIATES, INC.**

1 Toni Lane  
Franklin, MA 02038-2648  
508.533.8106  
gino@pgcassociates.com

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May 18, 2016

Michael Boynton, Town Administrator  
Town of Medway  
155 Village Street  
Medway, MA 02053

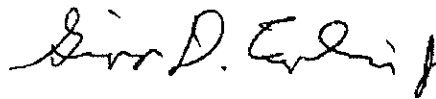
Dear Mr. Boynton:

Enclosed is a copy of my Technical Proposal for providing planning services to the Town of Medway. Also enclosed is a Price Proposal containing my proposed fee for these services.

I have very much enjoyed working with the Planning and Economic Development Board and the Town in general in providing these services for the past 14 years. It would be my pleasure and honor to continue to provide them.

I appreciate the opportunity to submit this proposal. I would be happy to address any questions you may have about it.

Sincerely,



Gino D. Carlucci, Jr.

## EXHIBIT A

### STATEMENT OF UNDERSTANDING SCOPE OF SERVICES

Generally, I believe that my work in other towns and participation in regional and state organizations, such as the SouthWest Area Planning (SWAP) group, 495/Metrowest Corridor Partnership and Massachusetts Association of Planning Directors, exposes me to ideas, concepts and potential solutions that are applicable to Medway. This exposure also results in knowledge of current planning and land use issues and helps improve the quality of the desired scope of services. In addition, my experience working in a range of settings including a city of more than 500,000 and a town of under 4000, as well as different parts of the country and in the private sector helps provide a broad perspective in addressing issues.

More specifically, I propose the following tasks:

#### A. Planning and Economic Development Board

- Work with Planning and Economic Development Board and Town staff to review development project applications – I will review the plans and written documentation in light of applicable sections of the Zoning Bylaw, Planning Board Rules and Regulations, and Special Permit and Site Plan Rules and Regulations. I will then draft a letter noting instances where the plan is not in compliance with any of the above, In addition, where applicable, I will include additional comments that may raise questions about certain aspects of the plan or suggest areas or issues that may need to be addressed further.
- Assist in reviewing draft decisions of applications made to the Board – I will review drafts of decisions prepared by the Board's Planning and Economic Development Coordinator and/or prepare drafts as needed. In reviewing or drafting decisions, I will take notes of issues of concern raised during the public hearing, review comments from other reviewers, and, where applicable, review the minutes of public hearings to formulate or refine findings and/or conditions to be included in the decisions. In the case of subdivisions, I will also review the list of waiver requests and draft responses based on my knowledge of the Board's action on a previous similar request and/or based on discussions from the public hearing. In the case of special permits, I will address the special permit criteria based on the requirements of the Zoning Bylaw and the discussions at the public hearing. In all cases, I will note areas needing particular attention by using a bold font. In some cases alternative responses to waiver requests or possible conditions may be suggested.

As the Board reviews the first draft, I will note their responses or comments to the first draft and make changes as applicable. The changes in the second draft will be highlighted in bold font, and, as warranted, additions will be underlined and deletions will be shown with strikethrough font. This facilitates Board review of the second draft. This process will be repeated for any subsequent drafts.

- Work with the Board to develop and review zoning bylaw amendments on behalf of the Board and those bylaws presented by other Town boards by petition – I will assist the Board in determining the goal or objective of the bylaw in question (regardless of origin) and in evaluating whether the bylaw is consistent with the Town's Master Plan, Open Space and Recreation Plan, Housing Production Plan, or other plans of the town. I will perform research, as necessary, as part of such evaluation, and assist in formulating revisions that may result in closer conformity to such plans or goals.
- Work with the Board to develop Rules and Regulations for the Subdivision of Land, Site Plan Approval, Scenic Roads, Adult Retirement Community Planned Unit Developments, Open Space Residential Developments, and other Special Permit programs. – Again, the first step would be to determine if the regulation will be effective in achieving a particular goal or objective, and whether it is consistent with the Master Plan, or other goals of the town.
- Assist the Board in negotiating suitable mitigation measures to help manage the impact of such projects on the community – Suitable mitigation measures will be recommended and/or evaluated in terms of a nexus

with the proposed development and its impacts, as well as in accordance with applicable Town policies and precedents.

- Review applications transmitted to the Board by other Town entities, as appropriate – In the case of a Town entity submitting an application for a site plan or special permit, the application will be reviewed in the same manner as discussed in the first bullet point above. In the case of a Town entity requesting comments on an application or proposal, comments will be drafted for Board consideration in terms of the Board's statutory authority and/or its relation to the Master Plan, or other Town plan goal.
- Assist in updating and addressing action items in the Master Plan -- I will assist the Board in implementing action items in the Master Plan by providing research and analysis as needed, helping to identify innovative measures from other communities and assisting in formulating and refining proposed new bylaws and/or other growth management measures.
- Assist the Board in meeting statutory and policy requirements and other office duties when office staff is unavailable to do so –Being readily accessible, I have no problem covering the office when necessary. I can also assist in ensuring that statutory requirements such as hearing advertisements and filings with the Town Clerk are done in a timely manner.
- Assist with zoning map updates – I will assist the Board in evaluating and determining potential zoning map changes, and prepare potential map changes as requested.
- Prepare grant proposals on behalf of the Board – I have been successful in preparing grant applications for the Board and the Town to both state and federal agencies. These include MORE, CDAG, CDBG, Smart Growth Technical Assistance, Priority Development Fund, and Expedited Permitting (all state). I have also prepared grant applications for Hazard Mitigation (federal), and improving security at the schools (federal). Therefore, I would continue to be available to prepare a wide variety of grant applications that are a good match for the Town.

## **B. OTHER BOARDS/DEPARTMENTS**

I have previously performed various tasks for other boards and departments of the Town including the Economic Development Committee, Affordable Housing Committee, Affordable Housing Trust, Open Space Committee and Town Administrator. I would continue to be available to assist these or other Town boards/departments as needed.

## **C. SERVICE REQUIREMENTS**

I am available to continue to meet the service requirements of the Town, including attendance at Board meetings, attendance at other meetings as requested by the Board and consultation with the Board office as needed. I also have the required equipment for communication and transportation as required. All work will be performed by me (Gino Carlucci) with occasional assistance in mapping or general research by Nate Carlucci.

## **EXHIBIT B**

### **PROJECT TEAM**

As stated above, Gino Carlucci will perform all work with occasional assistance provided by Nate Carlucci for mapping and general research. Resumes of each are attached.

## VITA

### GINO D. CARLUCCI JR.

1 Toni Lane  
Franklin, Massachusetts 02038

(508) 533-8106 (C)  
(508) 533-6170 (H)  
gino@pgcassociates.com

## PROFESSIONAL EXPERIENCE

### TOWN OF SHERBORN

Sherborn, Massachusetts

*Town Planner (1995-present)*

Part-time position whose main responsibilities are to review development applications, draft revisions to Zoning Bylaw and Subdivision Rules and Regulations, conduct studies of Town Center or other specific issues, prepare and help implement master plan and assist residents with development-related issues. Drafted Planned Unit Development bylaw, wireless communications bylaw and regulations, a stormwater management bylaw and assisted in preparing Open Space Subdivision bylaw. Also represents Planning Board and Town to regional organizations.

### PGC ASSOCIATES, INC.

Franklin, Massachusetts

*Principal and Senior Planner (1989 - present)*

Serves as consultant to Norfolk, Medway, Dover and Blackstone Planning Boards. Conducts policy and planning research and analysis, reviews plans, drafts decisions and manages implementation of projects. Assisted in preparation of a District Improvement Financing (DIF) program and MORE grant to extend sewer service to a business park. Prepared Chapter 43D Expedited Permitting grant application and program. Prepared open space and recreation plans for nine towns, prepared Community Development Plans for two towns, completed sewer expansion impact study, prepared market feasibility study for an industrial park, analyzed economic impacts of universities on central cities, conducted "environmental scan" for Dean College, and prepared several successful grant applications (including CDBG, PWED, MORE, Ready Resource, Self-Help, Smart Growth Technical Assistance, Priority Development Fund, and CDAG, about \$6 million). Also directed the design and/or construction of subdivisions (including infrastructure as well as houses) in Franklin and Shirley, MA, performed a feasibility and management study for an affordable housing project in Ashland, managed a downtown revitalization program in Franklin, and participated in a riverfront park design in Woonsocket, RI.

### MORPHY MAKOFSKY MUMPHREY MASSON, INC.

Franklin, Massachusetts and New Orleans, Louisiana

*Senior Planner (1985-1989)*

Directed various research projects involving environmental and land use analysis, strategic and economic development planning, and economic base analysis. Managed an economic revitalization study. Provided project management services for an urban street reconstruction project. Participated in statewide transit plan, and airport master planning.

## **MAYOR'S OFFICE OF PLANNING AND DEVELOPMENT**

New Orleans, Louisiana

*Director of Analysis and Planning (1981-1985)*

*Director of Environmental Affairs (1978-1981)*

Supervised staff of 20 to develop policy and manage programs involving environmental quality, transportation, recreation, emergency response, downtown and neighborhood development, and data analysis. Served as Mayor's liaison to numerous boards and commissions. Sample accomplishments:

Drafted and implemented a comprehensive environmental strategy for the City; completed new emergency response plan and conducted regular drills; developed bid specifications and negotiated lease with private developer for City-owned land; coordinated City's effort to implement a major mixed-use development on a site involving City, State, and Federal properties; led effort to create a Transportation Center Authority to upgrade the City's railroad station into a multi-modal facility; and procured and/or managed grants from the U.S. Departments of Transportation, Energy, Housing and Urban Development, and Interior, as well as the Environmental Protection Agency.

## **LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

Baton Rouge, Louisiana

*Coastal Resources Analyst (1977-1978)*

Provided technical assistance to six jurisdictions in preparing local coastal management plans.

## **ACADEMIC EXPERIENCE**

### **UNIVERSITY OF NEW ORLEANS**

*Special Lecturer, School of Urban and Regional Studies (Fall, 1982)*  
Environmental Planning, URBN 4140

*Graduate Research Assistant, Urban Studies Institute (1976-1977)*

## **EDUCATION**

**MURP**            Master of Urban and Regional Planning, 1978  
University of New Orleans  
New Orleans, Louisiana

**A.B.**            Government, 1974  
Georgetown University  
Washington, D.C.

## BOARDS AND COMMISSIONS

495/Metrowest Corridor Partnership Board of Directors (2003-2014, 2016-present, Legislative Committee 2004-present, Executive Steering Committee, 2005-2014, 2016-present)  
Southwest Area Planning (SWAP) subregion of Metropolitan Area Planning Council (1995-present, Chair 1999-2016)  
Corporator, Strata Bank (1998-2009)  
Franklin Water and Wastewater Task Force (1998-2000)  
Georgetown Alumni Admissions Program (1994-present)  
Franklin Industrial Development Finance Committee (1989-1999)  
Economic Development Committee, United Chamber of Commerce (1993-1998)  
Tri-Town Community Development Corporation (Board of Directors, 1994-1995)  
Metacomet Land Trust (Board of Directors, 1988-1993)  
Regional Planning Commission for New Orleans (1981-1985)  
State Planning Council on Radioactive Waste Management (Alternate, 1980-1981)  
New Orleans Mosquito Control Board (1979-1985)  
Louisiana-Mississippi-Alabama Rapid Rail Transit Commission (Technical Advisory Committee, 1982-1985)  
Louisiana Coastal Commission (Alternate, 1979-1984)  
New Orleans Preservation Resource Center (1978-1980)

## PROFESSIONAL ORGANIZATIONS

American Institute of Certified Planners  
American Planning Association  
Massachusetts Association of Planning Directors

## HONORS

Metacomet Land Trust Award, 2008 (for ongoing efforts to preserve and protect open space)  
Who's Who in the East 1999-2000, 1998  
Louisiana Chapter, APA, Outstanding Planning Award, 1985  
Outstanding Young Men in America, 1980, 1982

## PUBLICATIONS

The Role of Colleges and Universities in Central City Vitality (with P. Carlucci), The National Center for the Revitalization of Central Cities, New Orleans: College of Urban and Public Affairs, University of New Orleans, 1998

An Innovative Financing and Incentive Package To Reduce Municipal Energy Consumption, Urban Consortium for Technology Initiatives, Washington, D.C.: 1984

Financial Options For Energy Efficiency: A Program to Reduce the Energy Cost Burden On Low Income Residents, Urban Consortium for Technology Initiatives, Washington, D.C.: 1983

Environmental Planning for Offshore Oil and Gas, Volume V: Regional Status Reports. Part 3: Gulf Coast Region. (with A. J. Mumphrey), The Conservation Foundation, Washington, D.C.: U.S. Fish and Wildlife Service, 1978

OCS Development in Coastal Louisiana: A Socio-Economic Impact Assessment (with A.J. Mumphrey and 9 others), a report to the Louisiana State Planning Office, New Orleans: Urban Studies Institute, University of New Orleans, 1977.

The Impacts of Outer Continental Shelf Development on Lafourche Parish, (with A.J. Mumphrey, F. Wagner, M. Landry, and J. Miller), a report to the Louisiana State Planning Office, New Orleans: Urban Studies Institute, University of New Orleans, 1976.

# Nathan A. Carlucci, Esq.

1638 Commonwealth Avenue #25, Brighton, MA 02135

nathan.carlucci@gmail.com

508.498.3552

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## PROFESSIONAL SUMMARY

Land use and real estate professional with a unique skillset for helping clients through legal representation, brokerage services, and land use planning. Motivated and enthusiastic, with a specialty in researching and resolving sophisticated land use issues.

## CORE COMPETENCIES

- Zoning and land use regulation
- Real estate transactions
- Title issues
- Mortgages, foreclosures and REO properties
- Real estate leases
- Landlord-Tenant
- Fair housing
- Regional planning
- Affordable housing
- Open space and recreation planning

## EXPERIENCE

### **Music Street Realty, LLC**

July 2015 - Present

*Owner, Broker*

Founded an independent real estate brokerage to represent individuals and businesses buying, selling, and leasing Massachusetts real estate. Oversee and coach agents and manage the office as broker.

### **Sole Practitioner Attorney**

February 2014 - Present

Represent clients in real estate and land use law. Identify zoning, title, and environmental issues affecting real property. Advise residential and commercial landlords on legal obligations and liabilities pertaining to zoning, maintenance and compliance with the state sanitary code, landlord-tenant law and fair housing law. Negotiate and draft residential and commercial leases for landlord clients.

### **PGC Associates, Inc., Franklin, Massachusetts**

January 2007 – Present

*Planning Associate*

Research and analyze local and regional data for municipal clients in land use planning. Review plans for compliance with zoning, environmental and subdivision statutes, regulations and bylaws. Draft housing production plans to develop and manage subsidized housing pursuant to M.G.L. c. 40B. Draft open space and recreation plans to preserve and enhance local open space, create recreational opportunities and position municipalities to receive state and federal grant funding.

### **Ecumenical Social Action Committee, Dorchester, Massachusetts**

October, 2014 – June 2015

*Foreclosure Prevention Counselor*

Advocated for clients at risk of losing their homes to foreclosure due to economic hardship, predatory mortgage terms, or disability. Negotiated with lenders and mortgage servicers to obtain trial and permanent mortgage modifications with sustainable terms for both lender and borrower.

### **SKM Title & Closing Services, P.C., Brookline, Massachusetts**

September 2014 – April 2015

Facilitated closings for residential real estate transactions in Greater Boston. Prepared purchase and sales agreements and associated in-house closing documents; completed post-closing by recording instruments in appropriate registries of deeds, land court and state offices and obtaining, tracking and recording mortgage discharges.

### **Gilmore, Rees, & Carlson, P.C., Franklin, Massachusetts**

June 2012 – August 2014

*Law Clerk*

Conducted case research and prepared legal documents for senior partners and associates in real estate law practice. Assisted developer clients pursuing permitting for residential subdivisions, condominiums and commercial developments. Conducted legal research and drafted complaints, answers, memoranda, motions and other litigation documents.

## EDUCATION

**Suffolk University Law School, Boston, Massachusetts**

May, 2013

*Juris Doctor*

**University of Massachusetts Lowell, Lowell, Massachusetts**

May, 2009

*Bachelor of Arts, Economics*



## **EXHIBIT C**

### **DESIGNATION OF PROJECT MANAGER**

The project manager for this contract will be Gino Carlucci, who will do all assigned work with the assistance of Nate Carlucci on mapping and general research.

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**PGC ASSOCIATES, INC.**

1 Toni Lane  
Franklin, MA 02038-2648  
508.533.8106  
gino@pgcassociates.com

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**PRICE PROPOSAL – Town of Medway**

PGC Associates, Inc.

Planning Services

May 18, 2016

**July 1, 2016 – June 30, 2017:**

Gino Carlucci -- \$95.00/hour

Nate Carlucci -- \$60.00/hour

**July 1, 2017- June 30, 2019:**

Gino Carlucci -- \$100.00/hour

Nate Carlucci -- \$65.00/hour



# CERTIFICATE OF VOTE OF ORGANIZATION

At a duly authorized meeting of the Board of Directors of the PGC Associates Inc.  
(name of corporation)

held on May 21, 2016, at which a quorum was present and acting throughout,  
(date)

Directors were present or waived notice, it was voted that Gino Carlucci, President  
(name and title)

of this organization be and hereby is authorized to submit proposals and execute contracts in the name and behalf of said organization, and affix its Corporate Seal thereto and such action shall be valid and binding upon this organization.

A TRUE COPY, ATTEST: *Pandora Carlucci*

Place of Business:

1 Toni Lane

Franklin, MA 02038

I hereby certify that I am the Clerk of the PGC Associates Inc.  
(Title) (Name of Organization)

that Gino Carlucci is the duly elected President of said  
(Name of Officer) (Title)

company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: *Pandora Carlucci*  
Name/Title: Pandora Carlucci, Clerk  
Date: 5.25.16

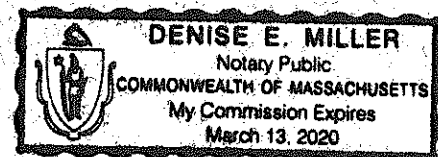
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. 5/25/16, 2010

Then personally appeared the above named Pandora Carlucci and acknowledged the foregoing instrument to be his/her free act and deed before me.

NOTARY PUBLIC *Denise Miller*

My commission expires: 3/13/20



**CERTIFICATE of GOOD FAITH, NON-COLLUSION,  
TAX COMPLIANCE & AUTHORITY**

The undersigned certifies under the pains and penalties of perjury that the proposal is in all respects bona fide, fair, and made without collusion or fraud with any other persons. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. Chapter 62C, Section 49A(b), the undersigned certifies under the pains and penalties of perjury that the contractor named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies under the pains and penalties of perjury that he/she is the authorized on behalf of the contractor named below to submit bids and proposals and execute contracts in the name on behalf of said contractor. If the bidder is a corporation, a clerk's certificate of the vote of a Director's meeting will be provided.

04-2967164

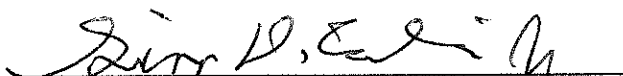
Social Security Number or Federal Identification Number

PGC Associate, Inc.

Company Name

Gino D. Cerlocci Jr.

Printed Name of Signer



Signature

5/24/16

Date

**Any person or corporation which fails to execute this document  
will be considered a non-responsive bidder and will be rejected pursuant to MGL Chapter 30B.**

# AGENDA

## ITEM #8

**Contract Approval – Ambulance Billing Services – Pro-EMS Solutions Inc.**

**Associated backup materials attached:**

- Contract

**Proposed motion:** I move that the Board execute a contract with Pro-EMS Solutions, Inc. for ambulance billing and collection services in an amount not to exceed 4% of collected revenue as requested.

## TOWN OF MEDWAY, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of April, 2016 by and between the TOWN of MEDWAY, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 155 Village Street, Medway, Massachusetts, hereinafter referred to as the "TOWN", and Pro EMS Solutions, Inc. a Massachusetts corporation having a usual place of business at 31 Smith Place, Cambridge, MA 02138, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

WHEREAS, the TOWN invited the submission of proposals for the purchase and delivery of comprehensive ambulance billing and collection services, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Request for Proposals and the CONTRACTOR's Proposal, as well as a HIPAA Business Associate Agreement. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of providing comprehensive ambulance billing and collection services, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from \_\_\_\_\_, 2016 and shall expire on \_\_\_\_\_, 2019, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above a fee of 4% of collected revenue.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
- C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).
5. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence



(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

HIPAA Breach Coverage

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION.

(a) This contract shall remain in effect for a three-year period and may be terminated by the Town upon 30 days advance written notice by certified mail to CONTRACTOR.

(b) Either party may terminate this agreement for the following reasons:

If either party makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver or any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, unstayed, or unvacated for a period of thirty days.

If either party loses its license, permit or certification necessary to do business, or is excluded from any state or federal health care program.

(c) Upon termination for any reason, Pro EMS shall have a continuing responsibility to perform follow-up on any submitted claims for a period not to exceed ninety days from the date of termination. In the event of termination of the Agreement for any reason, Pro EMS shall continue to invoice Town in accordance with the revenues collected on Town's behalf through the ninety-day account follow-up period set forth in this Agreement.

(d) Payments on accounts sent into full collections will be accepted by Pro EMS for Town after collection agency fees have been deducted.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA"), and its implementing regulations, as amended, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work. The CONTRACTOR shall comply at all times with the provisions of the HIPAA Business Associate Agreement, attached hereto and incorporated by reference.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when

deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

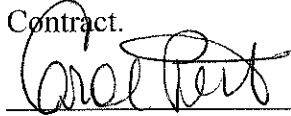
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation is available in the amount of this Contract.

  
\_\_\_\_\_  
Town Accountant  
64002322 5200

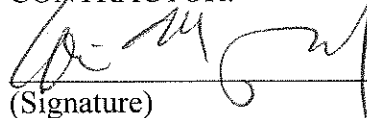
TOWN OF MEDWAY, MA

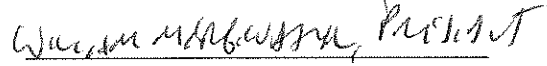
By its: BOARD OF SELECTMEN  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Town Counsel

CONTRACTOR:

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Name and Title)



# PROFESSIONAL AMBULANCE

and Oxygen Service Inc.



P.O. Box 410326 31 Smith Place Cambridge, MA 02141

tel: 617.492.2700

800.653.3640

fax: 617.492.0806

## PRO EMS Solutions HIPAA Business Associate Agreement Between PRO EMS Solutions (PROEMS) and TOWN OF MEDWAY

This Business Associate Agreement (“Agreement”) between TOWN OF MEDWAY and PROEMS is executed to ensure that PROEMS will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of TOWN OF MEDWAY in performing the contractual services outlined in the parties’ agreement dated \_\_\_\_\_ in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

### A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

### B. Obligations of Business Associate

PROEMS agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative

safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to TOWN OF MEDWAY in writing any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to TOWN OF MEDWAY without unreasonable delay but in no case later than 30 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of PROEMS agree to the same restrictions, conditions, and requirements that apply to PROEMS with respect to such information by entering into a HIPAA-compliant Business Associate Agreement;
5. Make PHI in a designated record set available to TOWN OF MEDWAY and to an individual who has a right of access in a manner that satisfies PROEMS' obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by TOWN OF MEDWAY, or take other measures necessary to satisfy TOWN OF MEDWAY's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to TOWN OF MEDWAY or an individual who has a right to an accounting within 60 days and as necessary to satisfy TOWN OF MEDWAY's obligations under 45 CFR §164.528;
8. To the extent that PROEMS is to carry out any of TOWN OF MEDWAY's obligations under the HIPAA Privacy Rule, PROEMS shall comply with the requirements of the Privacy Rule that apply to TOWN OF MEDWAY when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by PROEMS on behalf of TOWN OF MEDWAY, available to Town of Medway and/or the Secretary of the Department of Health and Human Services for purposes of determining PROEMS and TOWN OF MEDWAY's compliance with HIPAA and the HITECH Act;



10. Restrict the use or disclosure of PHI if TOWN OF MEDWAY notifies PROEMS of any restriction on the use or disclosure of PHI that TOWN OF MEDWAY has agreed to or is required to abide by under 45 CFR §164.522; and
11. To the extent required by law, if TOWN OF MEDWAY is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), PROEMS agrees to assist TOWN OF MEDWAY in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of TOWN OF MEDWAY's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of TOWN OF MEDWAY agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting TOWN OF MEDWAY in writing of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to TOWN OF MEDWAY of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by PROEMS on behalf of TOWN OF MEDWAY include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by TOWN OF MEDWAY to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by TOWN OF MEDWAY to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that PROEMS has been engaged to perform on behalf of TOWN OF MEDWAY.

**D. Termination**

1. TOWN OF MEDWAY may terminate this Agreement if TOWN OF MEDWAY determines that PROEMS has violated a material term of the Agreement.



2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, or fails to take steps to comply with HIPAA, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, may terminate the Agreement without cause.
  
3. Upon termination of this Agreement for any reason, PROEMS shall return to TOWN OF MEDWAY or destroy all PHI received from TOWN OF MEDWAY, or created, maintained, or received by PROEMS on behalf of TOWN OF MEDWAY that PROEMS still maintains in any form. PROEMS shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 19 day of MAY, 2016.

TOWN OF MEDWAY

PROEMS

Signature: \_\_\_\_\_

Signature: [Handwritten Signature]

Title: \_\_\_\_\_

Title: PRESIDENT

Date: \_\_\_\_\_

Date: 5/19/2016

553858/MEDW/0001





*Town of Medway, Massachusetts 02053*

**CERTIFICATE OF NON-COLLUSION**

**REVENUE ENFORCEMENT AND PROTECTION ACT**

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal 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 or proposal

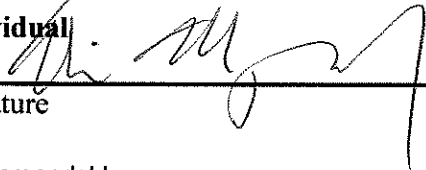
**Pro EMS Solutions**

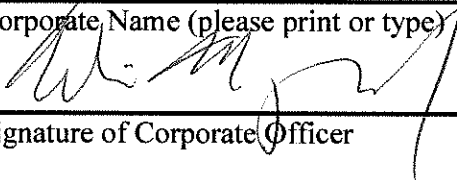
\_\_\_\_\_  
Name of Business (please type or print)



**CERTIFICATE OF COMPLIANCE WITH  
MASSACHUSETTS TAX LAWS**

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor\*, certify under penalties of perjury that to the best knowledge and belief, the Contractor\* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

<b>Individual</b>	
	2/26/2016
Signature	Date
Bill Mergendahl	127-60-0800
Name (please print or type)	Social Security Number

<b>Corporate</b>	
Pro EMS Solutions, Inc	
Corporate Name (please print or type)	
	2/26/2016
Signature of Corporate Officer	Date
Bill Mergendahl	President and CEO
Name of Corporate Officer (please print or type)	Title
26-2738873	
Taxpayer Identification Number	

\* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the Pro EMS Solutions held on 5/12/2008 it  
(Name of Corporation) (Date)

Was voted that:

Bill Mergendahl President and CEO  
(Name) (Officer)

Of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such President and CEO under seal of the company,  
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: Bill Mergendahl

TITLE: President and CEO

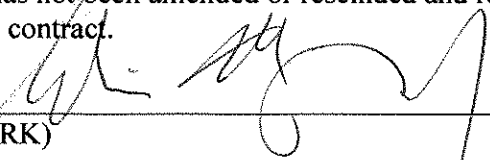
PLACE OF BUSINESS: 31 Smith Place  
Cambridge, MA 02138

DATE OF THIS CONTRACT: 02/26/2016

I hereby certify that I am the clerk of the Pro EMS Solutions

And that Bill Mergendahl (Name of Corporation)  
(NAME) is duly elected President and CEO (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

  
(CLERK)

CORPORATE SEAL:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

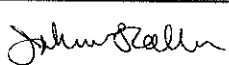
<b>PRODUCER</b> Quinn Group Insurance Agency, Inc. 223 Massachusetts Ave. Arlington MA 02474		<b>CONTACT NAME:</b> Johanna Callen <b>PHONE (A/C No. Ext):</b> (781) 483-3248 <b>FAX (A/C No.):</b> (781) 641-3223 <b>E-MAIL ADDRESS:</b> johanna@quinngroupins.com	
<b>INSURED</b> Pro EMS Solutions, Inc. 31 Smith Place Cambridge MA 02138		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Ins. Co. NAIC # 39357 <b>INSURER B:</b> Travelers Indemnity Company 25658 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1652006429 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZPP-15S20880	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA3E567687	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ZUP-15S20892	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyberfirst Liability		ZPL-15S2090A	2/1/2016	2/1/2017	OCCURRENCE 2,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as Additional Insured.

<b>CERTIFICATE HOLDER</b> Town of Medway 155 Village Street Medway, MA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# AGENDA

## ITEM #9

**Approval – Contract with Bulldog Fire Apparatus, Inc. for Engine 2 Refurbishment - \$76,700**

**Associated backup materials attached:**

- Contract

Please note: Original contract is in process.

**Proposed Motion:** I move that the Board award a contract for the refurbishment of Fire Engine 2 to Bulldog Fire Apparatus, Inc. in the amount of \$76,668, with said total including bid alternates 1 - \$3,492.00 and 2 - \$1,880.00, and to further authorize the Town Administrator to execute the contract and approve any additional repairs to the vehicle identified during the refurbishment process not to exceed \$20,000.

## TOWN OF MEDWAY, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of June, 2016 by and between the TOWN of MEDWAY, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 155 Village Street, Medway, Massachusetts, hereinafter referred to as the "TOWN", and Bulldog Fire Apparatus, Inc., [a Massachusetts corporation] having a usual place of business at 17 Winter Street, PO Box 58, Woodville, Mass. 01784, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

WHEREAS, the TOWN invited the submission of bids for the refurbishment of Medway Fire Department Engine 2, an Emergency One Typhoon Pumper, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Invitation for Bids and the CONTRACTOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of the refurbishment of Medway Fire Department Engine 2, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from July 1, 2016 and shall expire on November 30, 2016. The Project must be completed 120 days following the date of the Notice to Proceed provided by the TOWN to the CONTRACTOR, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
  - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$76,668, which includes the base bid price of \$71,296, Alternate 1(b) - \$3,492, and Alternate 2 - \$1,880.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
  - C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
  - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).
5. PERFORMANCE BOND. The CONTRACTOR shall provide the TOWN with a performance bond in an amount equal to 100 percent of the total bid amount with a surety company licensed to do business in the Commonwealth of Massachusetts together with the executed contract as specified in the Invitation for Bids.
  6. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
  7. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
  8. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
  9. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
  10. INSURANCE.
    - A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$ 500,000 per occurrence

(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

11. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

12. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this

Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

13. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
14. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
15. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
16. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
17. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or



correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

- 18. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- 19. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 20. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation TOWN OF MEDWAY, MA  
is available in the amount of this  
Contract. By its: \_\_\_\_\_

\_\_\_\_\_  
Town Accountant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form: CONTRACTOR:  
\_\_\_\_\_  
Town Counsel (Signature)

\_\_\_\_\_  
(Name and Title)

# AGENDA

# ITEM #10

## **Contract Award – Specialty Vehicles, Inc. for Purchase of New Ambulance - \$259,686**

### **Associated backup materials attached:**

- Contract
- Sales Contract
- Cost Detail

**Proposed Motion:** I move that the Board award a contract for the purchase of a new Ambulance and related equipment to Specialty Vehicles, Inc. of North Attleborough in the amount of \$259,686, and authorize the Town Administrator to execute the contract.

## TOWN OF MEDWAY, MASSACHUSETTS

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of June, 2016 by and between the TOWN of MEDWAY, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 155 Village Street, Medway, Massachusetts, hereinafter referred to as the "TOWN", and Specialty Vehicles, Inc., a Massachusetts corporation having a usual place of business at 58 George Leven Drive, North Attleboro, MA 02760 hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

WHEREAS, the TOWN seeks to purchase an ambulance through a goods and services contract between Specialty Vehicles, Inc. and the Metropolitan Area Planning Council (MAPC) on behalf of the Fire Chiefs Association of Massachusetts (FCAM), of both of which the Town of Medway is a member, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to perform the work required to complete the Project; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, the Specifications, the CONTRACTOR's Sale Contract attached hereto as Exhibit A (the "Sale Contract"), and the MAPC's contract with the CONTRACTOR (the "MAPC Contract"). The Contract Documents constitute the entire Agreement between the parties concerning the Work (defined below), and all are as fully a part of this Agreement as if attached hereto. To the extent there is any inconsistency, conflict or otherwise between the terms of any of the Contract Documents, such inconsistency shall be determined in the following order of priority, *first*, the Specifications, *second* the MAPC Contract, *third*, the Sale Contract, and *fourth* this Agreement.
2. THE WORK. The Work consists of furnishing a 2016 Ford F550 4X4 Superduty custom built Life Line "Superliner" Type I-AD, Class I Emergency Medical Vehicle, as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from July 1, 2016 and shall expire on December 31, 2016, unless terminated earlier pursuant to the terms hereof.

4. COMPENSATION.

- A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$259,686.
- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
- C. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
- D. The TOWN may cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, 12(c)(3).

5. PAYMENT OF COMPENSATION. The TOWN shall make payment for the Work upon delivery and acceptance of the vehicle, unless otherwise agreed by CONTRACTOR as provided in the Sale Contract.

6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.

7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all third-party claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, incurred by the TOWN arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.

9. INSURANCE.

- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do

business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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- B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification of any amendment or cancellation in accordance with the policy provisions. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION

- A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of

said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of his operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

I certify that an appropriation TOWN  
is available in the amount of this  
Contract. By

OF MEDWAY, MA

its: \_\_\_\_\_

\_\_\_\_\_  
Town Accountant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Form:

SPECIALTY VEHICLES, INC.

\_\_\_\_\_  
Town Counsel (Signature)

\_\_\_\_\_  
(Name and Title)



58 George Leven Drive  
 North Attleboro, MA 02760  
 Tel: 508-699-0616  
 Fax: 508-699-0977  
 Toll Free: 888-699-0616  
 www.svine.com

Providing Superior Ambulance and Rescue Vehicles in New England

## SALES CONTRACT

### AGREEMENT

This agreement is between Specialty Vehicles, Inc. ("Specialty"), 58 George Leven Drive, North Attleboro, MA 02760, a Massachusetts Corporation and

Department: **Town of Medway**  
 Street Address: **155 Village Street**  
 City, State ZIP: **Medway, MA 02053**

Hereafter known as "Buyer," in accordance with the conditions contained below and the attached specifications, including any addenda, all of which are made part of this agreement. This agreement will not be effective until and unless it is accepted in writing by Specialty, as evidenced by an authorized signature below. This agreement is made pursuant to Specialty's Contract for Goods and Services with the Metropolitan Area Planning Council ("MAPC") effective December 31, 2016 (hereinafter the "MAPC Contract"). Any terms or conditions contained in this agreement which are inconsistent with the terms of the MAPC Contract are superseded by the MAPC Contract's terms and conditions.

Specialty agrees to sell and Buyer agrees to purchase the goods described in the attached specifications and / or bid proposal (revised) dated *February 26, 2016* and any attached addenda to those specifications. In any instance where Specialty's specifications and Buyer's specifications are in conflict, Specialty's specifications shall apply.

### SALES PRICE

<u>PRICE</u> QTY.	MODEL	PRICE
(1)	2016 Ford F550 4x4 Superduty custom built Life Line "Superliner" Type I-AD, Class I Emergency Medical Vehicle	\$ 174,604.00
	Selected Options	\$ 108,982.00
	LESS Ford FIN Concession	(\$ 3,400.00)
	LESS Trade-In Allowance 2005 Int. 4300 Osage Ambulance	<u>(\$ 20,500.00)</u>
<b>FINAL PRICE</b>		<b>\$ 259,686.00</b>

This final price may be increased or decreased by written change orders signed by authorized representatives of Specialty and Buyer ("duly authorized change orders"). The final price set forth above is exclusive of any required taxes or fees. Any certificates regarding Buyer's tax status or liability must be duly signed by the proper authority and must be in a form acceptable to Specialty.

### PAYMENT

"Payment in full" means receipt by Specialty of funds (in United States currency) in the amount of the final price, as adjusted by any duly authorized change orders and any agreed upon holdbacks, plus all required taxes or fees. Payments made to Specialty must be in the form of a money order, certified check, bank check, town check, or company check. Specialty will not accept personal checks. In the event of payment by check (other than a certified or bank check), payment in full is not complete until all funds have been deposited in and credited to Specialty's bank account(s).



No payments shall be made to any Specialty sales representative except on presentation, in writing, of an express power of attorney, executed by an officer of Specialty, authorizing payment to the sales representative on behalf of Specialty.

### DELIVERY

The place of delivery shall be as follows (select one):

Buyer's address at: 44 Milford Street, Medway, MA

Specialty's address at: \_\_\_\_\_

Delivery lead-time is 120-150 calendar days after receipt of chassis, approved work order / drawings and signed sales contract. In no event shall Specialty be liable for damages arising from its failure to make delivery by the final delivery date because of fire, flood, strikes, riot, accidents, Acts of God, supplier delays, or any circumstances or other causes beyond Specialty's control. Specialty will not be required to make delivery to Buyer unless and until it has received payment in full from Buyer. Specialty will deliver ownership documents within three business days when full payment is received.

### LATE PAYMENT

If Buyer has not made payment in full to Specialty on / by the final delivery date, the final price shall be subject to daily interest at a rate of 12 percent per year. The adjusted final price will equal the final price set forth above multiplied by: one, plus the product of (a) the number of calendar days after the final delivery date that payment in full is made to Specialty and (b) 0.0003287 (reflecting daily interest at a rate of 12 percent per year). Further, if Buyer has not made payment in full to Specialty by the final delivery date, Specialty shall have the option, in its sole discretion, of selling the vehicle(s) to another buyer and seeking from Buyer any and all damages, including without limitation lost profits and consequential damages.

### DELIVERY BEFORE PAYMENT IN FULL

At its sole option and in its sole discretion, Specialty may deliver the vehicles to Buyer before Specialty receives payment in full. In that event, all of the foregoing provisions with respect to late payment shall apply. Under no circumstances will the vehicle(s) be placed into service until payment in full has been received by Specialty. Specialty is hereby granted a purchase money security interest in the vehicle and shall retain all rights of an unpaid seller and a secured party under the Uniform Commercial Code until Specialty has received payment in full.

### MULTIPLE VEHICLES

If this agreement is for the sale of more than one vehicle, all of which are identical, the final price for each vehicle shall equal the final price set forth above divided by the number of vehicles to be sold. It is the intent of the parties that the sale of each such vehicle shall be treated as a separate transaction under this agreement, with all of the terms of this agreement applying to each separate transaction.

### WARRANTIES

Specialty will assign and pass through to Buyer the standard Warranties from Life Line Emergency Vehicles as previously submitted in our bid proposal package and Ford (chassis), respectively, applicable to the vehicle. All claims for Life Line warranty work shall be submitted and authorized through Specialty. All warranties regarding the Ford (chassis) shall be covered through an authorized Ford dealer through Ford Motor Company.

### INSPECTION

Buyer agrees to inspect the completed vehicle(s) at a location determined by Specialty and Buyer within three business days after notice from Specialty that the vehicle(s) is/are ready for delivery. Within three business days of inspection, Buyer must give written notice to Specialty of any defects or nonconforming goods. The vehicle shall be deemed accepted if Buyer fails to give such notice. Buyer expressly waives any other rights it may have to revoke acceptance.

### GOVERNING LAW

This agreement shall be construed, interpreted, and enforced under the laws of the State of Massachusetts, regardless of any rules regarding choice of law. Buyer agrees that any legal action under this agreement shall be brought in Massachusetts.

### AMENDMENT

No modification, alteration, addition, or change in the terms of this agreement shall be binding on either party unless reduced to writing and executed by duly authorized representatives of Specialty and Buyer.

**CONSEQUENTIAL DAMAGES**

Specialty expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including without limitation those arising from the use, inability to use, maintenance, or repair of the vehicle(s).

**CANCELLATION**

This agreement is subject to cancellation by Buyer only upon payment to Specialty of a reasonable cancellation charge, which Specialty shall calculate based on expenses and obligations it already incurred and its anticipated profit. The cancellation charge shall be determined in Specialty's discretion, but shall not exceed its out of pocket losses or its anticipated profit, whichever is greater.

**SEVERABILITY**

To the extent any provision of this agreement is found unenforceable for any reason all other terms shall remain enforceable to the greatest possible extent.

**ENTIRE AGREEMENT**

This agreement shall cancel and supersede any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or contracts of any form or nature whatsoever, whether oral or in writing and whether express or implied, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representative of the other party. This agreement represents a complete and exclusive statement of terms of the transaction between Buyer and Specialty.

**AUTHORIZATION**

IN WITNESS WHEREOF, the Company and the Buyer have caused this agreement to be executed by their duly authorized representatives as of the date set forth below.

BUYER

SELLER

\_\_\_\_\_  
Name

**SPECIALTY VEHICLES, INC.**

\_\_\_\_\_  
By

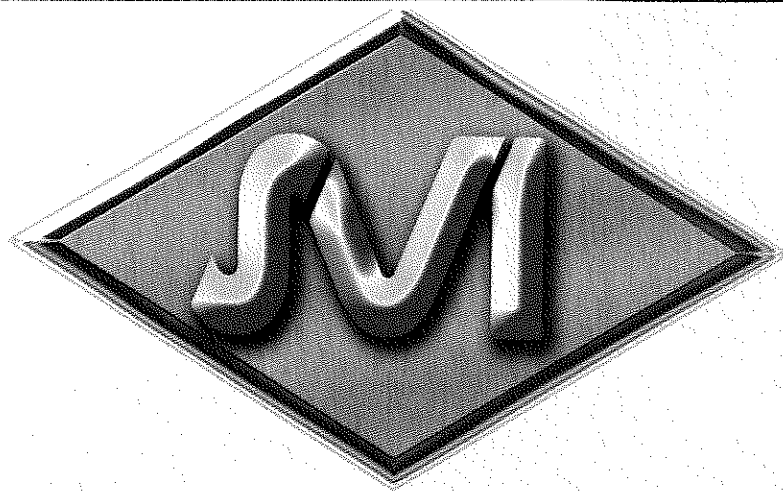
\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Specialty Vehicles, Inc.

*Distributor of Emergency Medical Vehicles*

**Life Line**  
**EMERGENCY VEHICLES**

58 George Leven Drive  
North Attleboro, MA 02760

Tel: (508) 699-0616

Fax: (508) 699-0977

Toll Free: (888) 699-0616

[www.svine.com](http://www.svine.com)

NO. 1	PRICING / DELIVERY / TERMS & CONDITIONS
NO. 2	SVI PROPOSAL
NO. 3	"DRAFT" WORK ORDER & DRAWINGS
NO. 4	"FINAL" WORK ORDER & DRAWINGS
NO. 5	LITERATURE
NO. 6	WARRANTIES
NO. 7	SERVICE
NO. 8	OTHER / NOTES



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Providing Superior Ambulance and Rescue Vehicles in New England

**SUBMITTED TO:**

Chief Jeffrey Lynch  
Medway Fire Department  
44 Milford Street  
Medway, MA 02053

**BIDDER:**

Specialty Vehicles, Inc.  
58 George Leven Drive  
North Attleboro, MA 02760  
Sales Rep: Mark Hooper

**MANUFACTURER:**

Life Line Emergency Vehicles  
1 Life Line Drive  
Sumner, IA 50674

**DESCRIPTION OF VEHICLE:**

**DATE: February 26, 2016**

One (1) new 2016 Ford F550 4x4 custom built Life Line "Superliner" Type I-AD, Class I Emergency Medical Vehicle, per the attached proposal.

**PRICING BREAKDOWN:**

Base Cost of Vehicle:	\$174,604.00
Selected Options:	\$108,982.00
<b>Subtotal:</b>	<b>\$283,586.00</b>
<b>LESS Trade-In Allowance Of 2005 Ambulance:</b>	<b>(\$ 20,500.00)</b>
<b>LESS Ford FIN Concession:</b>	<b>(\$ 3,400.00)</b>

**TOTAL DELIVERED PRICE LESS DISCOUNT: \$259,686.00**

**DELIVERY / TERMS & CONDITIONS:**


Delivery lead-time shall be 120-150 calendar days after receipt of chassis, approved work order / drawings and signed sales contract between Specialty Vehicles, Inc. and the Medway Fire Department.

Specialty Vehicles, Inc. reserves the right to withdraw this proposal if not accepted within 60 days.

Terms: Net cash due upon delivery and acceptance. No Federal, State or Local Taxes are included.

Thank you for the opportunity to submit our proposal. If you have any questions please feel free to contact me at (888) 699-0616.

Respectfully Submitted,

  
Mark C. Hooper  
President



TOWN OF MEDWAY FIRE DEPARTMENT  
 Chief Jeffrey P. Lynch  
 44 Milford Street  
 Medway, MA 02053  
 508-533-3213  
 jlynch@townofmedway.org

SPECIALTY VEHICLES, INC.  
 Mark C. Hooper  
 58 George Leven Drive  
 North Attleboro, MA 02760  
 888-699-0616  
 508-699-0616  
 mhooper@svine.com

Exp. Date: 03/31/2016      Create Date: 05/16/2015  
 Quote No: 00140-0001  
 BODY: SUPER D      171" SUPERLINER TYPE I-AD

02/27/2016

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	<b>== 171" SUPERLINER TYPE I - 1.000 04/01/15 ==</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
	<b>SHOP NOTE:</b> THIS PROPOSAL IS BASED ON METROPOLITAN AREA PLANNING COUNCIL (MAPC) RFP FOR AMBULANCES AND ALLIED EQUIPMENT.  RFP NUMBER: FCAM 2015 - AMBULANCES.  VENDOR: SPECIALTY VEHICLES, INC., NORTH ATLEBORO, MA.  MANUFACTURER: LIFE LINE EMERGENCY VEHICLES.			
	<b>MASTER PARTS REVISION DATE (Start 04-01-15 to 07-01-15)</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>
00-00-0500	LIFE LINE WARRANTY <b>SHOP NOTE:</b> Warranties Include: Lifetime Modular Body Warranty.  Lifetime Limited Cabinet Warranty.  5-Year/60,000 Mile Product Conversion Warranty.  10-Year/100,000 Mile Electrical Warranty Elite System. Includes 4 Years/100,000 Mile On Screens. "Lifetime" On All Harnesses Manufactured And Installed By Life Line.  6-Year Pro-Rated Axalta (DuPont) Paint Warranty. Which Is As Follows: For 3 Years 100%. 4th Year 50%. 5th Year 25%. 6th Year 10%.	1	0.00	0.00
00-00-0800	Customer Contact Person (Required For Factory Use) <b>SHOP NOTE:</b> Chief Jeffrey Lynch. 508-533-2313.	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
00-00-2900	Sales Rep: Mark Hooper 1-508-699-0616 <b>SHOP NOTE:</b> Specialty Vehicles, Inc.	1	0.00	0.00
00-00-FL00	Fill Unit With Fuel For Delivery	1	0.00	0.00
00-00-FN00	Specify FORD Fleet Number: <b>SHOP NOTE:</b> Specify FIN Number: QZ833	1	-3400.00	-3400.00
	Active GOVERNMENT  TOWN OF MEDWAY 155 VILLAGE STREET MEDWAY MA 02053  Verified 02-26-2016.			
00-00-PU00	Specify Previous Unit Number: (FACTORY USE ONLY) <b>SHOP NOTE:</b> N/A New Customer.  Vehicle Based On #3866 - Westwood MA.	1	0.00	0.00
	<b>***BODY STYLE***</b>			
00-02-1100	171" x 96" SUPERLINER TYPE I PASS-THRU (F-SERIES) <b>SHOP NOTE:</b> Includes Sliding Window With Latch On Cab Side For KKK Compliance.	1	174604.00	174604.00
	<b>***CHASSIS***</b>			
10-00-0100	Chassis VIN Number: (FACTORY USE ONLY)	1	0.00	0.00
10-00-5100	2016 Ford F-550 189" W.B. 18,000 GVWR 4 WD Cab/Chassis <b>SHOP NOTE:</b> With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty.  Order With Rubber Cab Floor Mat (Standard).  Includes Life Line Elite Gen3 Electrical System. (Touch Pad).	1	6736.00	6736.00
10-00-5310	Order Ford Chassis with OEM Aluminum Wheels ILOS Steel Wheels <b>SHOP NOTE:</b> Ordered With Chassis. Ford OEM Component.	1	931.00	931.00
10-00-6050	Liquid Spring Suspension Kit For Ford F-Series <b>SHOP NOTE:</b> Install Controller To Left Side Of Steering Column On OEM Dash.	1	0.00	0.00
10-01-3400	<b>**FACTORY USE ONLY**</b> <b>SHOP NOTE:</b> Spare Chassis Keys And Owner's Manual Present.	1	0.00	0.00
10-01-8000	Delete Standard Wheel Covers <b>SHOP NOTE:</b> Chassis Ordered With OEM Aluminum Wheels.  Includes Standard Ford OEM ABS Hub / Lug Cover Kit.	1	-200.00	-200.00
10-02-1200	F-Series O.E.M. Door Mirrors <b>SHOP NOTE:</b>	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Dual Arm Power/Heated Trailer Tow Mirrors. Ford OEM Mirrors.			
10-02-3500	O.E.M. AM-FM/CD Radio W/Cab Speakers	1	0.00	0.00
10-02-5000	Low Voltage Throttle Manager	1	0.00	0.00
10-02-5710	Delete Hand Held Cab Spot Light	1	0.00	0.00
	<b>SHOP NOTE:</b> This Is Not KKK Or MA Required.			
10-03-0000	Large Custom Floor Console	1	600.00	600.00
	<b>SHOP NOTE:</b> Similar To Westwood, MA #3866. (Final Design To Be Determined).  Top Flat Part Forward Of Switch Panel: *(1) USB Dual Charging Port. *Plunger Style Switch On Flat Portion Of Console For Air Horns. Mount Towards Driver Seat.  Includes Angled Area For: *Elite Touch Screen. Mount Tight To The Top Flat Part Of The Console. <del>Must Be 45-50 Degree Angle.</del>  Flat Portion (Front To Rear): *Siren Head. Directly Below The Elite Touch Screen Switch Panel On The Flat Portion. *Space For Two (2) 2-Way Radios. Allow 8" Of Space For Radios To Be Recessed Into Console. *(2) Large Cup Holders. * 4" Of Open Map Storage At End Of Console.  Angled And Flat Portion For Communications To Be Narrower Than Map Storage / Drink Holder Area.  Move The Console As Far Forward As Possible To Allow For Additional Space Aft Of The Console. Customer Will Not Use The OEM Cup Holders Or Upfitter Switches.  INCLUDE SUNSHIELD, BUT LESS MATERIAL ON THE SIDES AND TOP. ADJUST AFTER INSTALLATION OF SWITCH PANEL.  SPECIAL NOTE: USE NUTCERTS WHEN INSTALLING THE SWITCH PANEL (STANDARD).			
10-03-1500	Engine Hourmeter On Driver's Side Of Front Console	1	75.00	75.00
	<b>SHOP NOTE:</b> Mounted On The Driver's Side Of The Front Console.  Use Bosch #SP0F000060 Digital Hourmeter.			
10-03-4105	Built in Glove Box Holder in Cab Door F-Series (ea)	2	150.00	300.00
	<b>SHOP NOTE:</b> (1) Passenger Side Cab Door. (1) Driver's Side Cab Door.  Each Door Includes: (2) MC-YN001P Magnetic Catches. (3) Large Clear Bumpers Per Door.  Use Heavy Duty Polycarbonate With Magnetic Catches At Bottom.			



PART NO	DESCRIPTION	QTY	EACH	EXTENDED
10-03-8200	Add Auto Dump Feature To Rear O.E.M. Lowering Suspension System <b>SHOP NOTE:</b> Wire Circuit To Auto Dump From The Secondary Rear Door Switch. Includes ON/OFF Safety Switch On Inner Primary Rear Door Panel.  Includes Red Whelen 3" Round LED System Dumped Warning Light In Cab Ceiling Between Cab Seats. Install Nomenclature With Screws.	1	150.00	150.00
10-04-0000	F-Series Four Battery System <b>SHOP NOTE:</b> (2) Mounted Under The Hood. Ford OEM Batteries.  (2) Mounted In The Standard Battery Compartment. Use Deka / East Penn Manufacturing #7T31 Batteries In P-2 compartment. Do NOT Use Interstate Batteries.	1	575.00	575.00
10-04-3500	Owner's Manual (1 Included With Unit)	1	0.00	0.00
10-04-8600	S.V.I. Whelen PAR 16 LED Cab Warning Lights (Pr) <b>SHOP NOTE:</b> (1) Whelen PAR16 Red LED Mounted On The Cab Roof Liner. Flashing Light To Indicate Open Compartment/Entry Doors. (Surface Mount Chrome Flange Mount TFLANGEC). (1) Whelen PAR16 Amber LED Mounted On The Cab Roof Liner. Flashing Light To Indicate The Parking Brake Is Applied When The Unit Is Placed Into A Drive Gear. (Surface Mount Chrome Flange Mount TFLANGEC).  Both Mounted Between The O.E.M. Visors.  Label Each Light For Function: "OPEN DOOR" "EMERGENCY BRAKE APPLIED" Stainless With Black Letters.  Includes Air Dump LED Light. Oversize Plate To Allow For Dump Light To Be Installed.	1	250.00	250.00
10-DL-0100	Plymovent - F-Series, Part #805511 <b>SHOP NOTE:</b> Specify Custom Option: Gibson Performance Exhaust. Purchased Thru Air Cleaning Specialist.  MAPC Option #10-SP-3500.	1	1110.00	1110.00
10-DL-0200	Garmin LMT3590 GPS With RAM Mount <b>SHOP NOTE:</b> Specify Custom Option: Mount On Top Of Console - Forward Flat Section - Forward Of Elite Screen.  MAPC OPTION #10-SP-4000.	1	450.00	450.00
	<b>***MODULAR BODY TYPE I***</b>	1	0.00	0.00
5-01-1600	KKK Package <b>SHOP NOTE:</b> Includes (2)-5# Fire Extinguishers Oxygen Wrench	1	175.00	175.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Lock on Cab to Module Window, lockable from cab side.			
5-01-5000	Standard 72" Finished Headroom <b>SHOP NOTE:</b> Interior Headroom To Be 72" (Standard).	1	0.00	0.00
15-01-9005	Cab To Module Sliding Pass-Thru Window <b>SHOP NOTE:</b> For KKK And MA OEMS Compliance. Includes Latch On Cab Side.	1	0.00	0.00
15-02-0500	C.P.I. # VC0004-1 Vents (3 STD)	1	75.00	75.00
15-02-1600	1 Piece Stainless Steel Wheel Well Trim Rings (Small) <b>SHOP NOTE:</b> 18.75" Radius For Ford F-Series. LL Part #F04200.	1	0.00	0.00
15-02-2500	Standard Cast Fuel Fill Housing <b>SHOP NOTE:</b> Mounted On The Streetside Of The Module Body Aft Of Rear Axle.	1	0.00	0.00
15-02-2600	Standard Cast Urea Fill Housing <b>SHOP NOTE:</b> Mounted On The Streetside Of The Module Body Forward Of Rear Axle.	1	0.00	0.00
15-DL-9902	Standard Lowered Front Body Skirts F-Series & Dodge <b>SHOP NOTE:</b> Includes Streetside And Curbside.  Includes Dual Step In Side Entry Door Stepwell.	1	0.00	0.00
	See #20-02-6110 For NFPA Tread Plate And Oxygen Storage Requirements.			
	<b>***MODULE DOORS AND WINDOWS***</b>			
20-00-0100	2 Red Reflectors On Each Module Entry Door <b>SHOP NOTE:</b> One Mounted At The Top And One Mounted At The Bottom.	1	0.00	0.00
20-00-0500	Combination Extruded/Pan Formed Module Entry Doors <b>SHOP NOTE:</b> With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates.	1	0.00	0.00
20-01-0000	Full Height Side Entry Door With Gas Style Hold-Open <b>SHOP NOTE:</b> Position The Hold-Open At 90 Degrees.	1	0.00	0.00
20-01-1000	Side Entry Door Threshold With Non-Slip Tape	1	0.00	0.00
20-01-2900	Sliding Side Entry Door Window (Bronze Tint) <b>SHOP NOTE:</b> Sliding Window With Screen And Bronze Tint.	1	150.00	150.00
20-01-3500	Rear Doors With Grabber Style Hold-Opens	1	0.00	0.00
20-01-5400	Fixed Rear Entry Door Windows (Bronze Tint) <b>SHOP NOTE:</b> With Bronze Tint Option.	1	150.00	150.00
20-01-9000	Delete Exterior Assist Rail On Side Or Rear Entry Doors (Ea) <b>SHOP NOTE:</b> Specify Deletion Location:	3	-25.00	-75.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Side And Rear Doors.			
20-02-0000	Tri-Mark 030-18 Door Latches With Non-Slip Tape <b>SHOP NOTE:</b> These Will Be The New Standard Free Floating Door Handles From Tri-Mark, Part #030-18.	1	0.00	0.00
20-02-1500	Secondary Exterior & Interior Rear Door Paddle Latch Standard	1	0.00	0.00
20-02-2500	Shielded Cable Activated Module/Compartment Door Latches	1	0.00	0.00
20-02-3500	Cage Nuts On All Door Panels	1	0.00	0.00
20-02-4100	Smooth Aluminum Plate Lower Module Entry Door Trim Panels (For Chevron Install)	1	0.00	0.00
20-02-5500	Stainless Trim On Hinge Side Of Door Extrusions (Ea) <b>SHOP NOTE:</b> Specify Location: All Vertically Hinged Compartment And Module Entry Doors. (12) Total. P-1, P-3, P-4, D-1, D-2 (x2), D-4 (x2), R-1 (x2), R-2 (x2). Both Rear Entry Doors To Contain Stainless Steel On The Non - Hinged Side, IAT Hinged Side.  All To Be Full Height.	12	75.00	900.00
20-02-6010	Diamond Plate Side Entry Door Stepwell W/NFPA Tread & Sealed Seam Edges <b>SHOP NOTE:</b> Both Steps.  Sill Plate Of Door To Be Vortex Coated To Prevent Slipping When Exiting / Entering The Module.	1	150.00	150.00
20-DL-0100	Vortex Sill Plate <b>SHOP NOTE:</b> Specify Custom Option: Sill Plate Of Door To Be Vortex Coated To Prevent Slipping When Exiting / Entering The Module.	1	0.00	0.00
	<b>***EXTERIOR COMPARTMENTS***</b>	1	0.00	0.00
25-00-0100	SPECIAL NOTE TO DEALER <b>SHOP NOTE:</b> Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
25-00-0200	2 Red Reflectors On Each Full Height Compartment Door <b>SHOP NOTE:</b> One Mounted At The Top And One Mounted At The Bottom.  One Reflector Mounted On Each Standard Height Compartment Door.	1	0.00	0.00
25-00-0500	Combination Extruded/Pan Formed Compartment Doors <b>SHOP NOTE:</b> With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted.  Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	0.00	0.00
25-00-0600	Polished Diamond Plate Exterior Compartment Door Panels	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
25-01-0000	Magnetic Compartment Door Switches	1	0.00	0.00
25-01-1000	Polyurethane Compartment Lining-Standard Gray	1	0.00	0.00
25-01-2500	Standard TecNiq Model E410 LED Strip Lighting Surface Mounted Compartment Lights	1	0.00	0.00
	<b>SHOP NOTE:</b> One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard.  The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149			
25-01-3220	18" TecNiq Model E410 LED Strip Lighting IATS For Exterior Compartment (Ea)	4	38.00	152.00
	<b>SHOP NOTE:</b> Specify Location(s): (4) P-1 / R.F.S. Section. (2) - In The Inside Corner Of Wall #1 / Wall #2. (2) - In The Corner Of Wall #2 / Wall #3). NOTE: Center Fixed Shelf In Full Height Compartment.			
25-01-3224	31.5" TecNiq Model E410 LED Strip Lighting IATS For Exterior Compartment (Ea)	4	56.00	224.00
	<b>SHOP NOTE:</b> Specify Location(s): (1) P-4 Wall #3 By Door Frame. Raise Light To Top Of Ceiling To Clear Stairchair Area. (1) D-2 Wall #3 By Door Frame. (1) D-4 Wall #3 By Door Frame. (1) D-4 Ceiling By Door Frame.			
25-01-3225	54" TecNiq Model E410 LED Strip Lighting IATS For Exterior Compartment (Ea)	1	86.00	86.00
	<b>SHOP NOTE:</b> Specify Location(s): (1) D-2 Ceiling By Door Frame.			
25-01-3226	72" TecNiq Model E410 LED Strip Lighting IATS For Exterior Compartment (Ea)	1	110.00	110.00
	<b>SHOP NOTE:</b> Specify Location(s): (1) D-1 Wall #3 By Door Frame.			
25-01-3300	Stainless Steel Compartment Vents	1	0.00	0.00
25-04-3000	Delete Superliner Curbside Front Backboard Compartment	1	-300.00	-300.00
	<b>SHOP NOTE:</b> Specify Alternate Backboard Compartment: P-4 Compartment.			
25-04-3500	Full Height Superliner Curbside Front IS/OS Compartment	1	0.00	0.00
	<b>SHOP NOTE:</b> P-1 Compartment.			
25-04-5100	Move Superliner IS/OS And Side Entry Door Forward	1	0.00	0.00
	<b>SHOP NOTE:</b> 20.50" Clear Pass Thru P-1 Compartment Width.			
25-04-6500	Aluminum Adjustable IS/OS Compartment Shelf (Ea)	2	50.00	100.00
	<b>SHOP NOTE:</b> Smooth Aluminum Shelves With 1" Lips. Includes Rubber Mat.			

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	(1) Adjustable In The Upper Section. (1) Adjustable In The Lower Section.			
	(1) Permanent Shelf - 3/4" Solid Surface. No Lip. Vortex Coating On Permanent Shelf. Install In Center Of Compartment.			
25-04-7500	Vortex Lined Walls In IS/OS Compartment <b>SHOP NOTE:</b> Specify Color: Standard Gray.	1	150.00	150.00
25-04-8000	Superliner Curbside Front Battery Compartment <b>SHOP NOTE:</b> P-2 Compartment.  (2) Of The (4) Batteries With Slide-Out Tray.	1	0.00	0.00
25-05-3000	171" Superliner Curbside Rear Backboard Compartment <b>SHOP NOTE:</b> P-4 Compartment.  This Is A Full Height Door. Warning Light Will Be Installed On Door.  Increase Compartment Depth Due To Ferno Washington EZ-Glide Stairchair.  Includes Fixed .188" Aluminum Vertical Divider, ILOS. Install Divider To Allow (2) Backboards And (1) FW "EXL" Scoop Stretcher To Be Secured In The Area Between Wall #1 And Fixed Divider.  Install Fixed Horizontal Shelf Above Ferno Washington EZ-Glide Stairchair. Stairchair Stored Between Divider And Wall #3.  Adjust Width Of Compartment To Accommodate Above Equipment And All Life Line Installed Dividers And Accessories.  Allow Space Between The Divider And Wall #3 To Secure A Slide Out Tray Designed To Secure A Ferno Washington EZ-Glide Stairchair.	1	300.00	300.00
25-05-3500	Superliner Full Height Streetside Front Compartment <b>SHOP NOTE:</b> D-1 Compartment.  This Is A Full Height Door. Warning Light Will Be Installed On The Door.  Width Adjusted For Zico "OTS" Oxygen Lift System.	1	0.00	0.00
25-05-5000	Superliner Streetside Double Door Intermediate Compartment <b>SHOP NOTE:</b> D-2 Compartment.	1	0.00	0.00
25-05-6500	Streetside Wheel Well Slide Out Drawer Compartment <b>SHOP NOTE:</b> D-3 Compartment.	1	575.00	575.00
25-05-8000	171" Superliner Double Door Streetside Rear Compartment <b>SHOP NOTE:</b> D-4 Compartment.  The Size Is To Accommodate (2) Sets Of Fire Gear, (2) Handlights,	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	(1) Set Of Irons With PAC Ironslok Mount And (2) Fire Helmets. Target Size To Match Westwood MA #3866: Interior Height: 49.50". Interior Width: 38-50". Depth: 19.25".			
25-11-8010	Smooth Aluminum Adjustable Shelf W/ Ribbed Rubber Matting (Ea) <b>SHOP NOTE:</b> Smooth Aluminum With 1.50" Lips. Specify Compartment: (2) D-2 Compartment. The Top Shelf Is Notched Around Compartment Body Notch. (1) D-4 Compartment. Front Lip To Be 1". Install In Upper Portion Of Compartment To Allow Helmet To Be Stored. Allow 6" Of Shelf Tracking For Adjustment. (2) P-4 Compartment. Forward Of Divider / Above Stryker #6252 Stairchair & Fixed Shelf.	5	200.00	1000.00
25-12-1110	S.V.I. Adjustable Ceiling Backboard Divider (Ea) <b>SHOP NOTE:</b> Specify Compartment: Install An Adjustable Divider In The Ceiling Of The Rear Backboard Compartment To Prevent The Backboards From Coming Out Of The Compartment When The Door Is Open. Divider To Be Full Width Of The Backboard Area Only. Hang Down From The Compartment Ceiling Approximately 16" To Cover The Last 2"-3" Of The Backboard. The Last 1" Shall Be Angled Towards The Exterior With 30 Degree Angle.	1	150.00	150.00
25-12-1200	S.V.I. Adjustable Long Board Slots (Ea) <b>SHOP NOTE:</b> Includes 2" Seat Belt Style Strap Across The Front Of The Dividers. Ship Loose For Dealer To Install At Customer Specific Location. Sized For Area On Wall #1 To Fixed Divider. Leave 6" Of Strap For Adjustment.  Includes 2 Vortex Covered Back Wall Cushions.  Specify Location: P-4 Compartment.	2	100.00	200.00
25-12-5010	Fixed Smooth Aluminum Shelf W/Ribbed Rubber Matting (Ea) <b>SHOP NOTE:</b> Smooth Aluminum With 1.50" Lips. Specify Compartment: (1) D-1 Above Oxygen Bottle / Lift. Full Width.	1	50.00	50.00
25-12-8000	Add IS/OS Access To Exterior Compartment (Ea) <b>SHOP NOTE:</b> Specify Compartment: P-4 Compartment.  Above Stairchair Area. Extend To Ceiling.  One Large Opening With Right Hinged Framed Door. Includes M1 Latch.	1	300.00	300.00
25-12-9000	Black Dri-Deck On Compartment Floor (Each) <b>SHOP NOTE:</b> Specify Compartment: P-1 Compartment. P-4 Compartment.	5	60.00	300.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	D-1 Compartment. D-2 Compartment. D-4 Compartment.			
25-12-9500	Black Dri-Deck On Compartment Shelf (Each) <b>SHOP NOTE:</b> Specify Shelf: (2) P-1 Compartment. (1) Upper / (1) Lower. (1) D-1 Compartment. (2) D-2 Compartment. (1) D-3 Compartment Slide Out Drawer. (1) D-4 Compartment. (3) P-4 Compartment.	10	60.00	600.00
25-CS-0700	Slide Out Stairchair Board (Ea) <b>SHOP NOTE:</b> Specify Compartment: P-4 Compartment.  Includes Full Height Panel With Coated Pull Cord To Aid In Removing / Storing From Compartment.  Use Heavy Duty Slides To Hold Open & Closed Positions. Use (1) Heavy Duty Slide On The Right Upper Side With A Yellow Tab To Lock In/Out Position Use (1) Heavy Duty Slide On The Right Lower Side. Use (1) Heavy Duty Slide On The Left Lower Side. This Will Be Installed On An Angle Bracket.  Must Include A Pocket At Bottom For Wheels To Be Set Into For Storage.  Include A Seat Belt Strap With Metal Buckle To Secure Upper Area To The Board. Adjust Strap Length To Prevent Interference With Stairchair.  Use Extra Wide Door Hold Open On Compartment Door To Clear Door Extrusion Or Widen Door Accordingly.  Designed To Accommodate A Ferno Washington EZ-Glide Stairchair.	1	500.00	500.00
25-CS-0710	Vortex Wall Plate with Vortex Horizontal Shelf Track For Mounting Equipment (ea) <b>SHOP NOTE:</b> Specify Compartment: D-4 Compartment. Size of Plate: Large As Possible Below The Adjustable Shelf. Install Vortexed Shelf Track Horizontally On Wall #2 Of The Compartment. Install .188" Vortex Covered Aluminum Plate On The Tracks. Full Width Of The Rear Wall. Customer Will Install Equipment On The Plate.	1	300.00	300.00
25-CS-0720	Vortex Angled Bracket for SCBA Tanks (ea) <b>SHOP NOTE:</b> Specify Compartment: D-4 Compartment.  Mount .188 Thick Vortexed Angled Plates In Compartment In Corner For SCBA Storage Brackets. Plates To Allow Brackets To Be Nut/Bolted To Plates. Design With Bracket Bolting To Welded Angle Plate In Corner.	2	150.00	300.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
25-DL-0100	PAC Tool <b>SHOP NOTE:</b> Specify Custom Option: *Supply / Install (1) PAC Ironslok In D-4 compartment For Axe / Haligan. Part #K5003.  NON MAPC OPTION.	1	300.00	300.00
	<b>***REAR STEP AND BUMPER ASSEMBLY***</b>	1	0.00	0.00
30-01-0000	Rear Bumper With Angled Style End Caps (LOW) <b>SHOP NOTE:</b> Includes Standard Reinforced Corner Angle Supports.	1	0.00	0.00
30-01-3000	Recessed Rear Kick Plate For Bumper Flip Up Section <b>SHOP NOTE:</b> Requires Lowered Bumper.  REFERENCE UNIT #3874 FOR DESIGN OF RECESSED REAR KICKPLATE.	1	300.00	300.00
30-01-3500	Custom Width Diamond Plate Rear Kick Plate <b>SHOP NOTE:</b> With Sealed Top Edge.  Smooth Aluminum On Rear Wall Except For The Custom Rear Recessed Kick Plate.  REFERENCE UNIT #3874 FOR DESIGN OF RECESSED REAR KICKPLATE.	1	0.00	0.00
	<b>***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***</b>	1	0.00	0.00
35-01-0000	One Piece Body Side Panels With Lower Impact Rails <b>SHOP NOTE:</b> Includes Lower Impact Rails Only.	1	0.00	0.00
35-01-3000	Diamond Plate Running Boards With Grip Strut	1	150.00	150.00
35-01-7110	Whelen 2G 4" Round L3 Intensity Chrome Flange Mounted Running Board Lights (Pr) <b>SHOP NOTE:</b> #20COCDCR with #2GFLANGC 2G Series ABS Chrome Plated Flange Kit For Surface Mount Use Deutsch Waterproof Connectors.	1	302.00	302.00
35-01-7500	Rear Mud Flaps With Metal Plated Bottoms <b>SHOP NOTE:</b> Use New Style Plated Bottoms ILOS Stabilizers.	1	25.00	25.00
35-01-9000	Stainless Steel Compartment And Entry Door Sill Plates	1	0.00	0.00
35-02-0000	Drip Rail Over Door (Ea.) <b>SHOP NOTE:</b> Specify Compartment: P-1 Compartment. P-2 Compartment. D-2 Compartment. D-3 Compartment. D-4 Compartment. Above Rear Doors.  Size And Ship Loose All Drip Rails. Dealer To Install Prior To	6	25.00	150.00



PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Delivery And After All Striping / Lettering Is Installed. Does Not Include Any Drip Within 6" Of Upper Roof Rail Drip Extrusion As It Is Not Needed.			
35-02-1000	36" High Front Stone Guards <b>SHOP NOTE:</b> With Sealed Top Edge. New Standard.	1	0.00	0.00
35-02-5500	Polished Stainless Steel Plate Under Fuel Fill Area <b>SHOP NOTE:</b> (1) Fuel Fill Housing.	1	100.00	100.00
35-DL-0100	Polished Stainless Steel Plate Under Urea Fill Area <b>SHOP NOTE:</b> (1) Urea Fill Housing.	1	100.00	100.00
	<b>***ELECTRICAL SYSTEM***</b>	1	0.00	0.00
40-00-0560	Elite G3 Touch Pad Electrical System ILOS <b>SHOP NOTE:</b> Includes: (1) Front Switch Panel, (1) Rear Switch Panel. <b>SPECIAL NOTE: USE NUTCERTS WHEN INSTALLING THE SWITCH PANEL'S.</b>  (1) Front Display Screen for Volts & Hour Meter  (1) Rear Display Screen For 02, Temp & Fan Speed.  (2) Carling Switches (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Install On Head End Squad Bench Cabinet Inside Door Area.  (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator.  (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. These Are Rated 20 AMPS Or Less. Dealer To Specify Location: Electrical Closet.  (1) Back-Up Camera (ASA VCCS150) (This Camera Will Be Displayed Thru The Elite Front Touch Screen). Use BLACK Exterior Camera ILOS White.  Streetside Dome Lights On Low With Entry Door.  Inverter Will Come On With Ignition, Along With Button Provided On Switch Panel.  OEM Horn Shall Not Sound With Siren Thru Steering Wheel.	1	-1000.00	-1000.00
40-01-0320	Add Second Rear Touch Pad (Elite System) <b>SHOP NOTE:</b> Specify Mounting Location: Forward Of Curbside Bandage Cabinet.  Includes: (1) Rear Display Screen For 02, Temp & Fan Speed	1	750.00	750.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
40-01-0610	Relocate GFI Breaker Box to Cab Area <b>SHOP NOTE:</b> Behind Driver's Seat. Requires Additional Cab / Module Wire Run Boot On Type I.	1	150.00	150.00
40-01-2000	Reverse Activated Alarm With Momentary Auto Reset Switch <b>SHOP NOTE:</b> ECCO #575 Alarm.	1	0.00	0.00
40-01-5000	Super Auto Eject Shoreline - 20 Amp <b>SHOP NOTE:</b> Specify Location: Above D-2 Compartment. Includes Painted Or Stainless Steel Removable Exterior Access Panel.  Specify Inlet Cover Color: (Red/White/Yellow/Gray).	1	275.00	275.00
40-01-6900	<b>**FACTORY USE ONLY**</b> <b>SHOP NOTE:</b> Shoreline Inlet Adapter Plug Present.	1	0.00	0.00
40-01-7500	Shoreline On Indicator Light (Exterior) <b>SHOP NOTE:</b> Mounted Side-By-Side Above Standard Shoreline Inlet. (Red Lens). And (1) above the 12/115 Combo Hoseline 3000 Series Rear Heat/AC Unit Shoreline. Whelen "OS" Series Non-Flashing Is The Std. Light.  (1) Light Per Breaker. Includes Appropriate Labels.  Mount Side By Side And As Close Together As Possible (Within Reason) And Allow For Labels To Be Centered Above / Below Each Light.	2	75.00	150.00
40-02-3500	Vanner 20-1050 CUL 1000W Inverter With Display Includes 55 Amp Battery Charger <b>SHOP NOTE:</b> Specify Remote Charger Display Location: Driver Side Of Cab Console. Specify Remote Inverter Display Location: On Electrical Closet Door.	1	1300.00	1300.00
40-03-0000	Action Area Cigarette Style 12 Volt Outlet <b>SHOP NOTE:</b> Full Time Hot Circuit.	1	0.00	0.00
40-03-2000	R.F.S. Cabinet Cigarette Style 12 Volt Outlet <b>SHOP NOTE:</b> Mounted In The Upper Section On Wall #1. Full Time Hot Circuit.	1	0.00	0.00
40-03-5500	Add Cigarette Style 12 Volt Outlet (Ea) <b>SHOP NOTE:</b> Full Time Hot Circuit. Specify Location: (1) Mounted In The Upper Section On Wall #1 Next To Standard. (1) P-1 Compartment. Mounted In The Lower Section On Wall #1 (Below Fixed Shelf). (1) Streetside Main Action Area Near Side CPR Seat. (1) Telemetry Area.	7	50.00	350.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	(1) Above Head End Squad Bench Cabinet.			
	(1) Above Lower Pass Thru Countertop On RFS Wall.			
	(1) Top R.F.S. Cabinet.			
40-03-6000	Action Area 125 Volt Outlet	1	0.00	0.00
40-03-7000	R.F.S. Cabinet 125 Volt Outlet	1	0.00	0.00
	<b>SHOP NOTE:</b> Mounted In The Upper Section On Wall #1.			
40-03-8500	Add 125 Volt Outlet (Ea)	7	60.00	420.00
	<b>SHOP NOTE:</b> Specify Location: (1) Mounted In The Upper Section On Wall #1 Next To Standard. (1) P-1 Compartment. Mounted In The Lower Section On Wall #1 (Below Fixed Shelf). (1) Streetside Main Action Area Near Side CPR Seat. (1) Telemetry Area. (1) Above Head End Squad Bench Cabinet. (1) Above Lower Pass Thru Countertop On RFS Wall. (1) Top R.F.S. Cabinet.			
40-03-8610	Waytek Item# 11013 USB Dual Charging Port	3	75.00	225.00
	<b>SHOP NOTE:</b> Specify Location: (1) Cab Front Console Between Cup Holders. (1) Main Action Area Next To Forward 125V / 12V Outlets. (1) Above Lower Pass Thru Countertop On RFS Wall.  Must Be 2.1 Amp.			
40-04-4000	Power Door Locks For Side Entry & Rear Entry Doors	1	0.00	0.00
40-04-4500	Additional Power Door Lock (Ea)	6	125.00	750.00
	<b>SHOP NOTE:</b> Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: P-1 Compartment. P-4 Compartment. D-1 Compartment. D-2 Compartment. D-3 Compartment (Slide Out Drawer). D-4 Compartment.			
40-04-5500	Hidden Switch In P-2 Compartment For Power Door Locks (Unlock Only)	1	125.00	125.00
	<b>SHOP NOTE:</b> Install In P-2 Compartment On Wall #3. Use Rear License Plate Style Switch ILO Plunger Style Switch.			
40-04-6000	Hidden Switch In Rear License Plate Housing (Unlock Only)	1	125.00	125.00
40-04-7000	Interior Body Switch For Power Door Locks (Ea)	2	195.00	390.00
	<b>SHOP NOTE:</b> Specify Location: (1) On Side Entry Door Interior Door Panel. (1) On Primary Rear Entry Door Interior Door Panel.			
0-05-1600	12 Volt Power And Ground Circuit For Flashlight (Ea)	2	50.00	100.00
	<b>SHOP NOTE:</b> Specify Location: (2) D-2 Compartment. (1) Wall #1 / Wall #2 In Corner Up High. Leave 4' Of Lead. (1) Wall #3 / Wall #2 In Corner Up High. Leave 4'			

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Of Lead.			
	This Option Does NOT Include Handlights.			
40-05-3300	Streamlight Survivor LED (Ea) <b>SHOP NOTE:</b> Mounted In D-2 Compartment.  Includes Angle Bracket To Allow Lights To Be Mounted On Wall. Exact Location To Be Determined.	2	205.00	410.00
40-06-4210	Audiovox Pedestal Mounted Rear View Monitor/Camera With 2nd Camera Head <b>SHOP NOTE:</b> LCD Monitor Is Pedestal Mounted In The Cab With RAM Mount Between Sun Visors.  Voice Camera Is Surface Mounted Above The Rear Doors And In The Patient Compartment Facing Forward. True Vision On Screen.  (Set The Camera Up For Back-Up Mode).  Manual Activation For Patient Compartment Camera From Cab Display. (Not Automatic / Full Time ON).  MANUFACTURER WARRANTY ONLY APPLIES.	1	1125.00	1125.00
	<b>***INTERIOR LIGHTING***</b>	1	0.00	0.00
45-01-0000	Oxygen Compartment Light	1	0.00	0.00
5-01-0500	Side Entry Door Stepwell Light <b>SHOP NOTE:</b> Whelen 3" Round Super-LED Surface Mounted.	1	0.00	0.00
45-01-2600	Whelen #80C0EHCR "LED" Round Ceiling Light ILOS (Ea) <b>SHOP NOTE:</b> Part #80COEHCR - Frosted Lens.  4-Streetside. 4-Curbside.	8	140.00	1120.00
45-01-3000	12" Grote 60591 LED Action Area Light	1	0.00	0.00
45-01-7540	4-ROM 18" Rectangular DuroLumen Recessed "LED" Center Strip Lights <b>SHOP NOTE:</b> Includes Switch In Switch Panels For Lights To Operate On 12V With High / Low Separate Switching On Elite Screens. Part #R03853. Lights Will Be On High With Timer Switch. Specify Switch Location: Head End Squad Bench Cabinet Inside Door Area.	1	800.00	800.00
45-01-8500	Whelen LED Lights In Interior Cabinet (Each) <b>SHOP NOTE:</b> (1) Portable Oxygen Storage Cabinet At Head End Of Squad Bench. Mount Light On Wall #1. (Left Wall As You Are Looking From The Front). Whelen Part #3SC0CDCR With #3FLANGEC Chrome Flange With Gasket. Reference #3592.  Wire To CenterStrip ROM Lights.	1	95.00	95.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
45-SP-0100	Whelen 6" Split Red/Clear Surface Mount Light In Cab Ceiling, Part #60CREGCS (Ea) <b>SHOP NOTE:</b> Whelen Part #60CREGCS. Split Red/White. 12 Diode Surface Mount. Includes Switches Integral Of The Light Fixture.  Location: (1) In The Cab Ceiling Above The Passenger Seat.	1	200.00	200.00
<b>***EXTERIOR LIGHTING***</b>				
50-01-0000	Whelen 600 Series "LED" Stop/Tail Lights (Pr) <b>SHOP NOTE:</b> Use Whelen #60BTT Lights. Mounted Above The Rear Kick Plate.	1	0.00	0.00
50-01-6000	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) <b>SHOP NOTE:</b> Mounted Above The Rear 600 Series LED Stop/Tail Lights. Wire To Flash Sequentially In The Direction Of The Arrow.	1	0.00	0.00
50-02-6000	Whelen 600 Series "LED" Populated Amber Turn Light IATS (Pr) <b>SHOP NOTE:</b> Specify Location: Front Of Module Below 900 Red LED Flashers.  Wire To Flash Sequentially In The Direction Of The Arrow.	1	283.00	283.00
50-02-9000	C.P.I. License Plate Housing <b>SHOP NOTE:</b> Located In Center Recess Area Above Rear Bumper.	1	0.00	0.00
50-02-9510	Whelen 600 Series "LED" Populated Back-Up Lights (Pr) <b>SHOP NOTE:</b> Mounted Above The Rear Turn Lights. Model #60C00WCR Maximum Intensity	1	742.00	742.00
50-03-2100	Two Reverse Activated Whelen 900 "LED" Rear Load Lights <b>SHOP NOTE:</b> 24 Diode #9SC0ENZR Lights.	1	728.00	728.00
50-03-5600	Whelen 900 "LED" Side Scene Lights (Two Each Side) <b>SHOP NOTE:</b> 24 Diode #9SC0ENZR Lights.	1	1456.00	1456.00
50-03-9000	Right Side Scene Lights On With Open Side Entry Door	1	0.00	0.00
50-04-2100	Rear Side Scene Lights On With Open Rear Doors IATS	1	50.00	50.00
50-04-5000	Wire Rear Emergency Light Flashers To Brake Circuit IATS <b>SHOP NOTE:</b> Specify Light Location: Upper 900 Red LED Flashers On Rear Of Module.	1	50.00	50.00
50-04-5510	3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea) <b>SHOP NOTE:</b> Specify Location(s): Side Entry Door. (1) Low / (1) High.  Part # 3SR00FCR. Red LED With Clear Lens.	2	100.00	200.00
50-04-7501	Whelen "OS" Series LED ICC Marker Lights ILOS (Ea) <b>SHOP NOTE:</b> (2) 0SA00MCR Amber LED Whelen Marker Lights ILOS.	8	14.00	112.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	(6) 0SR00MCR Red LED Whelen Marker Lights ILOS.			
50-04-8000	Innovative Lighting Slimline Rear DOT/Brake Light <b>SHOP NOTE:</b> Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	0.00	0.00
	<b>***RADIO PROVISIONS AND AIR HORNS***</b>			
	<b>SHOP NOTE:</b> Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.	1	0.00	0.00
55-01-1600	Buell Strombos Air Horns (2) With Heavy Duty #16122 Compressor <b>SHOP NOTE:</b> Specify Compressor Location: D-2 Compartment. (Include Mesh Cover Over The Pump).  Plunger Style Button On Cab Front Console Near Driver Seat.  Includes One Standard Frame Mounted Air Tank.  See Section #55-01-3000 For Horn Locations.	1	2250.00	2250.00
55-01-3000	10"/12" Buell Horns Mounted Thru The Front Bumper	1	0.00	0.00
55-01-6000	Add Secondary Air Tank To Air Horn System <b>SHOP NOTE:</b> Air Tank Contains Manual Drain Valve.	1	200.00	200.00
	Extend Manual Pull Chains To Side Of Body Below Crash Rail. Include (1) Per Tank.			
55-01-8500	KE-794 Antenna Base With Coax <b>SHOP NOTE:</b> Specify Termination Location: (1) Front Module Roof To The Front Cab Console. Label #1.  Allow 18" minimum Between Each Antenna Coax On The Module Roof.  Include Rain Caps On All Exterior Antenna Mounts..	1	0.00	0.00
55-02-1500	KE-794 Module Roof Antenna Base/Coax (Ea) <b>SHOP NOTE:</b> Specify Termination Location: (1) Mid Module Roof To The Front Cab Console. Label #2. (1) Mid / Rear Module Roof To The Rear Action Area Switch Panel. Label #3. (1) Rear Module Roof To The Rear Action Area Switch Panel. Label #4.  Allow 18" Minimum Between Each Antenna Coax On The Module Roof.  Include Rain Caps On All Exterior Antenna Mounts.	3	75.00	225.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
55-02-5600	Radio Pre-Wire Power Buss Bar 20 AMP Or Less Circuit (Ea) <b>SHOP NOTE:</b> Full Time Power And Ground And Battery On (Ignition On) Circuits. Buss Bar Termination Studs. Specify Termination Location:  (1) Behind Driver Seat. Inboard Near Seat Belt.	1	175.00	175.00
55-02-5800	Radio Pre-Wire Power Buss Bar Over 20 AMP (Ea) <b>SHOP NOTE:</b> Full Time Power And Ground And Battery On (Ignition On) Circuits. Buss Bar Termination Studs. Specify Termination Location: (1) Front Console. (1) Behind Main Action Area Switch Panel.  Specify What Amperage Is Needed: 40 Amp.  8 Gauge Wire.	2	225.00	450.00
<b>***SIRENS AND EMERGENCY LIGHTING***</b>				
60-01-3500	Whelen WS295HFSC9 Dual Amp 1-Piece Siren System With Havis Bracket <b>SHOP NOTE:</b> Includes Dual Amp Option. Self Contained Siren. OEM Horn Shall Not Sound With Siren Thru Steering Wheel. Includes Havis Mounting Bracket For Siren. Part # C-EB30-W29-1P.	1	115.00	115.00
0-01-4500	Federal ESB-12FHDC Behind Bumper Siren Speakers (F-Series)	1	0.00	0.00
60-01-7610	Whelen Howler <b>SHOP NOTE:</b> Momentary Rocker Switch On Cab Front Console Near Driver Seat.	1	706.00	706.00
60-01-9000	4 Whelen 900 Super "LED" Side Module Warning Lights <b>SHOP NOTE:</b> Part #90RR5FCR. Red LED With Clear Lens. Mount The Side Lights Inline.  Wired To Primary / Secondary Switch / Circuit.	1	0.00	0.00
60-02-2000	2 Whelen 900 Super "LED" Front Module Warning Lights <b>SHOP NOTE:</b> Part #90RR5FCR. Red LED With Clear Lens.  Wired To Primary / Secondary Switch / Circuit	1	0.00	0.00
60-02-9500	2 Whelen 900 Super "LED" Rear Module Warning Lights <b>SHOP NOTE:</b> #90RR5FRR. Red With Clear Lens. Includes Brake Override. Wired To Primary / Secondary Switch / Circuit	1	0.00	0.00
60-03-3000	1 Whelen 900 Super "LED" Center Rear Warning Light <b>SHOP NOTE:</b> #90AA5FAR. Amber With Clear Lens.  Wired To Primary / Secondary Switch / Circuit.	1	0.00	0.00
60-04-4610	Emergency Lights On In Reverse <b>SHOP NOTE:</b>	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Program To "Rear Flasher" Switch / Circuit.			
10-04-7010	2 Whelen M4 Series "LED" Lower Grille Lights <b>SHOP NOTE:</b> Part #M4RC. Red LED With Clear Lens.  Wired To Primary / Secondary Switch / Circuit. Cut-Out In Secondary.	1	209.00	209.00
60-05-0810	2 Whelen ION V-Series Intersection Lights <b>SHOP NOTE:</b> Part #IONSV1RC. Red LED With Clear Lens. Includes Chrome Flange.  Wired To Primary / Secondary Switch / Circuit. Cut-Out In Secondary.	1	406.00	406.00
60-06-6001	2 Whelen M7D Series Red/Clear Split "LED" Rear Wheel Well Lights <b>SHOP NOTE:</b> Part #M7D. Red / Clear Split LED With Clear Lens.  Red to Flash Opposite Clear.  Wire To "Rear Flasher" Switch / Circuit ONLY.  NOTE TO MAPC: Upcharge For Split LED Lighting.	1	517.00	517.00
60-08-0040	Whelen 54" Liberty II WC Cab Roof Mount Lightbar With Opticom; (8) LED Flashers <b>SHOP NOTE:</b> Specify Custom Front Light Bar: Whelen Liberty II WC Series LED.  Includes (10) Linear LED Lightheads; (4) Corner And (4) Forward Facing Lights.  Red LED Heads Wired Thru The "FRONT LIGHT BAR" Switch.  Red/Red/Red/Red/Red/Red= Forward Facing. Red/Red/Red/Red=Corner Lights.  All Lenses To Be Clear.	1	3549.00	3549.00
60-08-2000	Pre Wire For Opticom With Park Disable Feature <b>SHOP NOTE:</b> Includes Park Disable Circuit. Specify Pre Wire Termination Location: Front Lightbar.  IOrder Lightbar With Opticom From Whelen.	1	75.00	75.00
60-10-0000	Whelen 700 Clear Super "LED" Light (Ea) <b>SHOP NOTE:</b> Specify Location: Located On TRhe Front External A/C Condenser.  Whelen Part #70C02FCR. Clear LED With Clear Lens.  Wired To Primary / Secondary Switch / Circuit. Cut-Out In Secondary.	2	188.00	376.00
60-10-0130	Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2)	2	600.00	1200.00



PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	<p><b>SHOP NOTE:</b> Specify Whelen Light Number: To Be Determined. Lens Color To Be Clear.</p> <p>(2) Mounted To Show Thru The UPPER Portion Of The Rear Door Windows. Streetside: Part #90BB5FCR. Blue LED With Clear Lens. Curbside: Part #90AA5FCR. Amber LED With Clear Lens.</p> <p>(2) Mounted To Show Thru The LOWER Portion Of The Rear Door Windows. Streetside: Part #90RR5FCR. Red LED With Clear Lens. Curbside: Part #90RR5FCR. Red LED With Clear Lens.</p> <p>The Four Lights At UPPER/LOWER Rear Window Level To Flash In "X" Pattern.</p> <p>Wire To Separate Flasher / Switch. Label "Rear Flashers".</p>			
60-11-5000	<p>Whelen AFM560 LED/Halogen Flasher 5-Outlet 60 Watts (Ea)</p> <p><b>SHOP NOTE:</b> #1 To Power The Following KKK Required LED Light Heads: (2) Front Wall 900 Series LED Lights. (2) Rear Wall Upper/Outboard 900 Series LED Lights. (2) Streetside Module 900 Series LED Lights. (2) Curbside Module 900 Series LED Lights. (2) Lower Forward Facing M4 Series LED Grille Lights. (2) Front Intersection ION Series LED Lights. (2) Front Center Clear700 Series On The External A/C Condenser (Wired Together). (1) Rear Wall Center 900 Series LED Light. Include Scan-Lock Switch In The Electrical Cabinet.</p> <p>#2 To Power The Following LED Light Heads: (2) Rear Wheel Well M7D Red / Clear LED Lights. Switch Only. Red To Flash Opposite Clear. (4) Rear Window Level 900 Series LED Light Heads. Flash In "X" Pattern. These Lights Are Labeled "REAR FLASHERS". Include Scan-Lock Switch In The Electrical Cabinet.</p> <p>#3 Wired To The "FRONT FLASHERS" LED Light Heads: (2) Front M4RC Grille Lights - Upper. (2) M4RC Lights On The Sides Of The Grille. These Lights Are Labeled "FRONT FLASHERS". Include Scan-Lock Switch In The Electrical Cabinet.</p> <p>Include Scan Lock In Electrical Closet Wired To (1) Front RED LED Flashers In Lightbar To Allow The End User To Change Flash Patterns Remotely.</p> <p>Do Not Bury The Flashers Or Remote Switches To Change Flash Patterns.</p>	3	220.00	660.00
60-DL-0100	<p>Low Power Switch</p> <p><b>SHOP NOTE:</b> Specify Custom Option: Add "Low Power" Switch Wired To "Rear Flasher" Circuit / Switch. Install On Front Console.</p>	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
60-DL-0200	Whelen M4 Red Super "LED" Light -Grille / Sides <b>SHOP NOTE:</b> Specify Custom Option: (2) Whelen #M4RC. RED LED With Clear Lens. Includes Chrome Flange Kit. Install Lights On The Sides Of The Grille Near Headlights. Wired To "Front Flasher" Switch / Circuit.  (2) Whelen #M4RC. RED LED With Clear Lens. Includes Chrome Flange Kit. Install In Upper Grille Light Area. Wired To "Front Flasher" Switch / Circuit.	4	200.00	800.00
	<b>***PATIENT COMPARTMENT***</b>	1	0.00	0.00
65-00-9900	SPECIAL NOTE TO DEALER <b>SHOP NOTE:</b> Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	0.00	0.00
65-01-2000	Standard Smooth Headliner	1	0.00	0.00
65-01-3000	1/4" Clear Polycarbonate Sliding Doors On Cabinets <b>SHOP NOTE:</b> Includes Brushed Finish Interior Trim.	1	0.00	0.00
65-02-2010	Delete All Cot Mounts For Power Load Set-Up	1	0.00	0.00
65-02-2230	"Platinum Package" Stryker Power Load System <b>SHOP NOTE:</b> Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power Complete 6390 Power Load System Installed Be sure to leave main power switch in the off position. Does NOT include cot. Includes Std. Life Line Floor Mount For Push Rail, But Does NOT Include Push Rail.	1	24700.00	24700.00
65-02-6900	Stryker Power-PRO XT 6506 Cot <b>SHOP NOTE:</b> New Stryker Power-PRO XT Ambulance Cot.  Base Cot With Following Options: Steer Lock. \$769.00 3-Sage IV Pole. \$345.00 Power-LOAD Compatibility. \$1,701.00 Pocketed Backrest Pouch. \$259.00 Head End Flat Storage. \$138.00 SMRT Charger Mounting Bracket. \$34.00 Fowler Oxygen Bottle Holder. \$261.00  MAPC Refer To Tab 2 - Pricing. Stryker Equipment.	1	19018.00	19018.00
65-02-8000	L.R.O. Cabinet With Speed Load Door <b>SHOP NOTE:</b> With Positive Lock Feature. To Include (1) PVC Shelf.  Modify Location Due To Side CPR Seat Location.	1	100.00	100.00
65-03-2500	Cabinet Above The Side Seat With Sliding Polycarbonate Door <b>SHOP NOTE:</b>	1	100.00	100.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	10" Deep. Must Maintain 43" Between Top Of Seat Cushion And Bottom Of Head Bumper Pad.			
	NOTE TO CUSTOMER: Due To Exterior D-3 Wheelwell Compartment Not Enough Height Add Speed Load To Cabinet.			
65-03-7500	L.F.O. Cabinet With Speed Load Door <b>SHOP NOTE:</b> With Positive Lock Feature. To Include (1) PVC Shelf.  Width Adjusted For Side CPR Seat Location.	1	100.00	100.00
65-04-2100	Left Rear Base Cabinet W/Hinged Framed Polycarbonate Doors <b>SHOP NOTE:</b> Sliding Polycarbonate Doors. Includes (1) Adjustable Shelf.	1	75.00	75.00
65-04-6600	Delete Standard Telemetry Area Cabinet <b>SHOP NOTE:</b> Width To Be 22". Allow Monitor To Be Secured To Countertop.  Monitor Measures 24" W.  Telemetry Area Countertop Shall Not Contain Lips Due To Swivel Monitor Bracket.	1	-100.00	-100.00
65-04-7000	Lower Telemetry Area Cabinet With Sliding Polycarbonate Door	1	0.00	0.00
65-04-8500	Action Area Cabinet With Dual Hinged Polycarbonate Framed Doors <b>SHOP NOTE:</b> Cabinet To Be In Forward Section Of Main Action Area. Storage Cabinet To Be 16" Wide x 16" High x 8" Deep And Contain (2) Adjustable Shelves. Includes Double Hinged Polycarbonate Doors With Dual M1 Latches. No Center Mullion. Both Doors To Be Latched.  Rearward Section Of The Storage Cabinet To Be For (2) Two-Way Radios, Elite Touch Pad Panel And Volume Control Knob. This Section Shall Be Installed At The Top Just Below The LFO. This Area Shall Be 20" Wide x 10" High x 8" Deep. Solid Surface Area. Elite Touch Pad Shall Be Mounted At The Rearward Section (Towards Side CPR Seat) And Allow Blank Space To Between The Touch Pad And The Storage Cabinet. This Area Will Be Approximately 10" Wide.  The Area Behind The Blank Area / Radio Area To Be Cut Out To Allow A Self Contained Radio To Be Recessed Into The Cabinet (The Self Contained Radio Is Approximately 10" Deep. Allow For 4" H X 10" W, Standard 2-Way Radio With Havis Brackets.	1	0.00	0.00
65-05-2100	Delete Standard Lower Action Area Cabinet (Factory Use) <b>SHOP NOTE:</b> Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	0.00	0.00
65-05-3000	Action Area Tip-Out Trash Cabinet With Wide Ext Comp Option <b>SHOP NOTE:</b> Notch Exterior Compartment To Allow For Interior Cabinet, If Required.	1	150.00	150.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Install Just Above Floor Height.			
	Door To Be Same Height As Rubbermaid #2952 Trash Container.			
	Install Magnetic Catch ILOS SouthCo Plastic Latch.			
	Include Chain On Door To Hold In Open Position When Removing The Container.			
65-05-4000	Side Facing CPR Seat <b>SHOP NOTE:</b> Includes Lap Seat Belt.	1	0.00	0.00
	Seat To Be 24" Wide Between Hip Pads.			
	Hip Pads To Be 1-1/2" Thick ILOS 2-1/2" Thick To Allow For Longer Action Area.			
	Hip Pads To Be Full Depth.			
	Leave Hip Pad On Action Area .75" Down From Top Of Countertop To Prevent Excessive Wearing (Not Flush With Top Of Countertop).			
	Move CPR Seat Rearward. Increase Main Action Area Countertop. Moved Rearward To Edge Of D-4 Compartment.			
	No Storage Under Seat Due To Exterior D-3 Compartment.			
65-05-8500	EVS 1880S Child Rear Facing Seat On Pedestal/Swivel Base <b>SHOP NOTE:</b> Specify Medi-VAC Color. To Be Determined. #1880S Seamless EVS Seat. Requires EVS Provided Pedestal Base For Compliance. Includes 3-Point Seat Belt. Requires Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment.	1	875.00	875.00
65-06-2000	Rear Facing Electrical Cabinet And Door <b>SHOP NOTE:</b> Vent Accordingly.	1	0.00	0.00
65-07-0000	Right Front Upper ALS Cabinet With Solid/Polycarbonate Doors <b>SHOP NOTE:</b> Solid Surface Doors With Vented Polycarbonate Inserts. M1 Latch On Both Doors. Use Straps On The Doors ILOS Chains.  Std. R.F.S. Split 50/50 Layout.	1	75.00	75.00
65-07-3000	Right Front Lower ALS Cabinet With Solid/Polycarbonate Doors <b>SHOP NOTE:</b> Solid Surface Doors With Vented Polycarbonate Inserts. M1 Latch On Both Doors. Use Straps On The Doors ILOS Chains.  Std. R.F.S. Split 50/50 Layout.	1	75.00	75.00
65-07-5300	Top R.F.S. Cabinet W/Top Hinged Solid Door ILOS Heat/AC <b>SHOP NOTE:</b> Includes Gas Style Hold-Opens.  Maximize Interior Storage Area.	1	50.00	50.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
65-07-5410	Top R.F.S. Cabinet (Ducted Heat/AC In Ceiling Pkg Discount)	1	-50.00	-50.00
65-07-9000	Add Cabinet In The Lower Walk-Thru Area <b>SHOP NOTE:</b> With Solid Surface Counter Top Area.	1	500.00	500.00
	Cabinet To Accommodate Mermaid Manufacturing MK Dual Temperature Cabinet.			
65-08-0500	Curbside Squad Bench With 1 Piece Lid And No Divider <b>SHOP NOTE:</b> Includes 2 Sets Of Lap Seat Belts.  Reduced Length Due To Head End Squad Bench Cabinet.	1	0.00	0.00
65-08-2000	Delete Squad Bench Post/Wheel Cups	1	-50.00	-50.00
65-08-3600	Superliner Head Of Squad Bench Work Cabinet <b>SHOP NOTE:</b> Includes Solid Surface Countertop. See 65-DL-0100 For Countertop. No Lip On Countertop. Raised Cabinet Above Squad Bench To Accommodate (2) Slide-Out Drawers - Both Drawers To Be 6" Interior Height.  Cabinet / Countertop To Be 20" Wide (Excluding Hip Pad).  SPECIAL NOTE: LEAVE HIP PAD 3/4" DOWN FROM TOP OF COUNTER TOP.	1	0.00	0.00
65-08-5100	Recessed Open Storage Area At Head End Of Squad Bench Vortex Lined <b>SHOP NOTE:</b> Install Portable Oxygen Storage At The Head End Of The Squad Bench On Stepwell Side Of Cabinet. Vortex Line The Interior Of The Opening. Trim Opening With Stainless Steel. Make Large Enough For (2) Zico QR-D2 Quick Release Strapless Brackets.	1	350.00	350.00
65-08-8500	Squad Bench Backrest Cushion	1	0.00	0.00
65-09-2000	Two Section Bandage Cabinet With Speed Load Doors <b>SHOP NOTE:</b> With Positive Lock Feature. Specify Cabinet Depth: 10".  Increase Height Due To Increased Headroom. Must Maintain 43" Between Top Of Seat Cushion And Bottom Of Head Bumper Pad.	1	500.00	500.00
65-09-6000	Recessed Glove Box Storage In Cushion Area Above Doors(Ea) <b>SHOP NOTE:</b> Recessed Storage Box With Top Hinged Polycarbonate Door. Specify Location: Above Rear Doors. Specify Number Of Box Cut-Outs: (2).  SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	2	75.00	150.00
65-09-6100	Recessed Glove (Three) Box Storage In Side Door Cushion Area <b>SHOP NOTE:</b> Recessed Storage Box With Top Hinged Polycarbonate Door. SPECIAL NOTE:	1	225.00	225.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.			
65-09-8500	100" Long Formed Streetside Ceiling Grab Rail	1	0.00	0.00
65-10-0000	Custom Length Formed Curbside Ceiling Grab Rail	1	75.00	75.00
	<b>SHOP NOTE:</b> Specify Custom Length: 70".			
65-10-0500	Formed "L" Door Assist Rails Mounted On The Hinge Side	1	0.00	0.00
65-10-2000	Formed Assist Rail At The Head End Of The Squad Bench	1	0.00	0.00
	<b>SHOP NOTE:</b> Above Open Storage For Portable Oxygen Area.			
65-10-3000	Delete Formed Assist Rail On The Left Rear Wall	1	-25.00	-25.00
65-10-5000	Two C.P.I. #IV2008 Rubber Recessed IV Brackets	1	0.00	0.00
	<b>SHOP NOTE:</b> Mounted In The Mid/Rear Cot Position.			
65-10-6100	Add C.P.I. #IV2008 Rubber Recessed IV Bracket (Ea)	2	55.00	110.00
	<b>SHOP NOTE:</b> Specify Location: Mounted In The Forward Cot Position.			
65-11-1000	Black Southco C5 Lever Cabinet Latches	1	75.00	75.00
	<b>SHOP NOTE:</b> All Cabinets Except Polycarbonate Doors.			
65-11-3500	Locking Cabinet Drawer With Separate Key Lock (Ea)	4	310.00	1240.00
	<b>SHOP NOTE:</b> Specify Cabinet Location: (2) Below Main Action Area Countertop In Stack Position. Start Above Tip Out Waste. Each Drawer To Be Equal Height. Include Limiting Latch To Prevent Interference With Center Mount Stretcher.  (2) Head End Squad Bench Cabinet. Both Drawers To Be 6" Interior Height.			
65-12-2810	BRG LED Digital Clock Mounted In Rear Head Cushion	1	325.00	325.00
	<b>SHOP NOTE:</b> Part# E26092. Set To EST. Must Include Operation Manual Within Owner's Manual.			
65-12-3600	Locking Cabinet Door (Separate Cylinder Lock)	1	5.00	5.00
	<b>SHOP NOTE:</b> Specify Cabinet Location: (1) Upper Right Front Stack Cabinet At Ceiling Height. Install Striker On Cabinet Wall ILO Floor.			
65-12-4100	Locking Cabinet Door With Simplex Push Button Lock (Ea)	1	50.00	50.00
	<b>SHOP NOTE:</b> Specify Cabinet Location (s): (1) Upper Right Front Stack Cabinet At Ceiling Height.			
65-12-8000	Drop In Sharps In The Action Area	1	125.00	125.00
	<b>SHOP NOTE:</b> Near Side CPR Seat At Back Wall.			
65-12-9700	Tip Out Trash Container	1	200.00	200.00
	<b>SHOP NOTE:</b>			

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Specify Location: Head End Of Squad Bench.			
	Door To Be Same Height As Rubbermaid #2952 Trash Container.			
	Install Magnetic Catch ILOS SouthCo Plastic Latch. Include Chain On Door To Hold In Open Position When Removing The Container.			
65-13-4500	Heart Monitor Bracket (Ea) <b>SHOP NOTE:</b> Specify Monitor Type: NCE Model H7000 Swivel Style Bracket. For Physio Control LP15 Monitor.  Installed In Telemetry Area.	1	440.00	440.00
	Overall Dimensions Of Heart Monitor With Bags: 26" L X 12" D X 13" H.  NON MAPC OPTION.			
65-14-1500	Squad Bench Height Brushed Scuff Protector On Right Wall <b>SHOP NOTE:</b> P-4 Compartment Wall Only.	1	50.00	50.00
65-15-0016	Interior Laminate: White Nebula 4621-07 Textured Gloss	1	100.00	100.00
65-DL-0100	Additional Corian Countertop <b>SHOP NOTE:</b> Specify Custom Option: (1) Head End Squad Bench Cabinet.	1	150.00	150.00
	<b>***PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS***</b>	1	0.00	0.00
70-01-0500	12 Volt Powered Fresh Air Intake <b>SHOP NOTE:</b> Circuit Wired Thru The Exhaust Vent Circuit And Switch.	1	200.00	200.00
70-01-1000	12 Volt Powered Exhaust Fan	1	0.00	0.00
70-01-1600	12 Volt Hoseline Rear Heat/AC Unit <b>SHOP NOTE:</b> Includes Digital Temperature Display. Includes Climate Indicators For Heat/AC/Fan Speed. Includes High-Medium-Low Fan Speeds.	1	0.00	0.00
70-01-2300	Ducted Heat/AC In Ceiling Center Strip ILOS <b>SHOP NOTE:</b> Includes Center Evaporator/Heater Core Location. Includes #65-07-5300 Top Hinged Top R.F.S. Cabinet.	1	1400.00	1400.00
70-01-2400	Inline Booster Coolant Pump <b>SHOP NOTE:</b> 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1	0.00	0.00
70-01-3500	Move Heat/AC Unit To Over Walk-Thru Area	1	150.00	150.00
70-01-4500	Auxiliary 12 Volt A/C Condenser (Type I Modular Body) <b>SHOP NOTE:</b> Hoseline Dual Inner Liner TMC2007 On The Front Wall ILOS. (Dual Inner Liner Will Help Cool The Patient Compartment Faster). Low Profile Condenser.	1	0.00	0.00

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Condenser Body To Be Painted Body Color - Red.			
	Use Life Line Manufactured Aluminum Brackets For A/C Condenser.			
70-01-6520	Ultimate Additional Insulation Pkg with Yellow Certifoam Body/Floor/Doors (R-6) <b>SHOP NOTE:</b> INCLUDES YELLOW CERTIFOAM R-6, LAVA TWIST ACCOUSTIC MATERIAL TO ALL 4 SIDES OF SIDE ENTRY STEPWELL, THERMAL HEAT/SOUND INSULATION BLANKET TO THE UNDERSIDE OF ALUMINUM FLOOR, NON-PERMEABLE SOUND DAMPENING BLANKET IATS VAPOR BARRIER. INCLUDES YELLOW CERTIFOAM R-6 IN THE FLOOR STRUCTURE TUBES AND ANY OTHER TUBES THAT COULD POSSIBLY BE FILLED WITH FOAM.	1	750.00	750.00
70-01-6610	Automotive Grade Underbody Undercoating W/2nd Coat On Module Floor	1	150.00	150.00
70-DL-0100	Mermaid Manufacturing MEDI-KOOL Cabinet <b>SHOP NOTE:</b> Specify Custom Option: Install Micro Depth MK Dual Temp Cabinet In The Lower Pass-Thru Cabinet. This Needs To Be The Vertical Set-Up With The Compressor On The Rear And The Door Hinged On The Left.  Run The Power For The Mermaid Cabinet Off Of The Inverter 12VDC Output Terminal., This Will Power The Fridge When The Ignition Is On And Will Also Power The Fridge Thru The Shoreline.  Includes And RequiresThe Additional 12V Fan And Filter for Ventilation. Both Cool And Heat Must Maintain Temperatures At All Times. CRITICAL! Unit # 3710 Had Issues Maintaining Set Temperatures. So we are adding a second fan & filter.  (2) Grainger Part #6KD67 FAN - Life Line Part #E09260. (2) Grainger Part #3RP18 FAN FILTER GUARD - Life Line Part #E09261.  NOTE:THE HEAT PORTION TO BE ABLE TO MAINTAIN 100-110 DEGREES FAHRENHEIT. CRITICAL.  Vent Accordingly. Must Include Correct Operation Manual With Delivery.  Check With Jerry Fink Prior To Wiring. Both Units To Be Isolated. Wired Direct To Battery - Both Heat And Cold.  See Drawings For Control Locations On The Aisle Side Of The R.F.S. Cabinet.  Reference #3866 Westwood, MA.  MAPC OPTION #70-SP-0100.	1	3395.00	3395.00
	<b>***OXYGEN SYSTEM***</b>	1	0.00	0.00

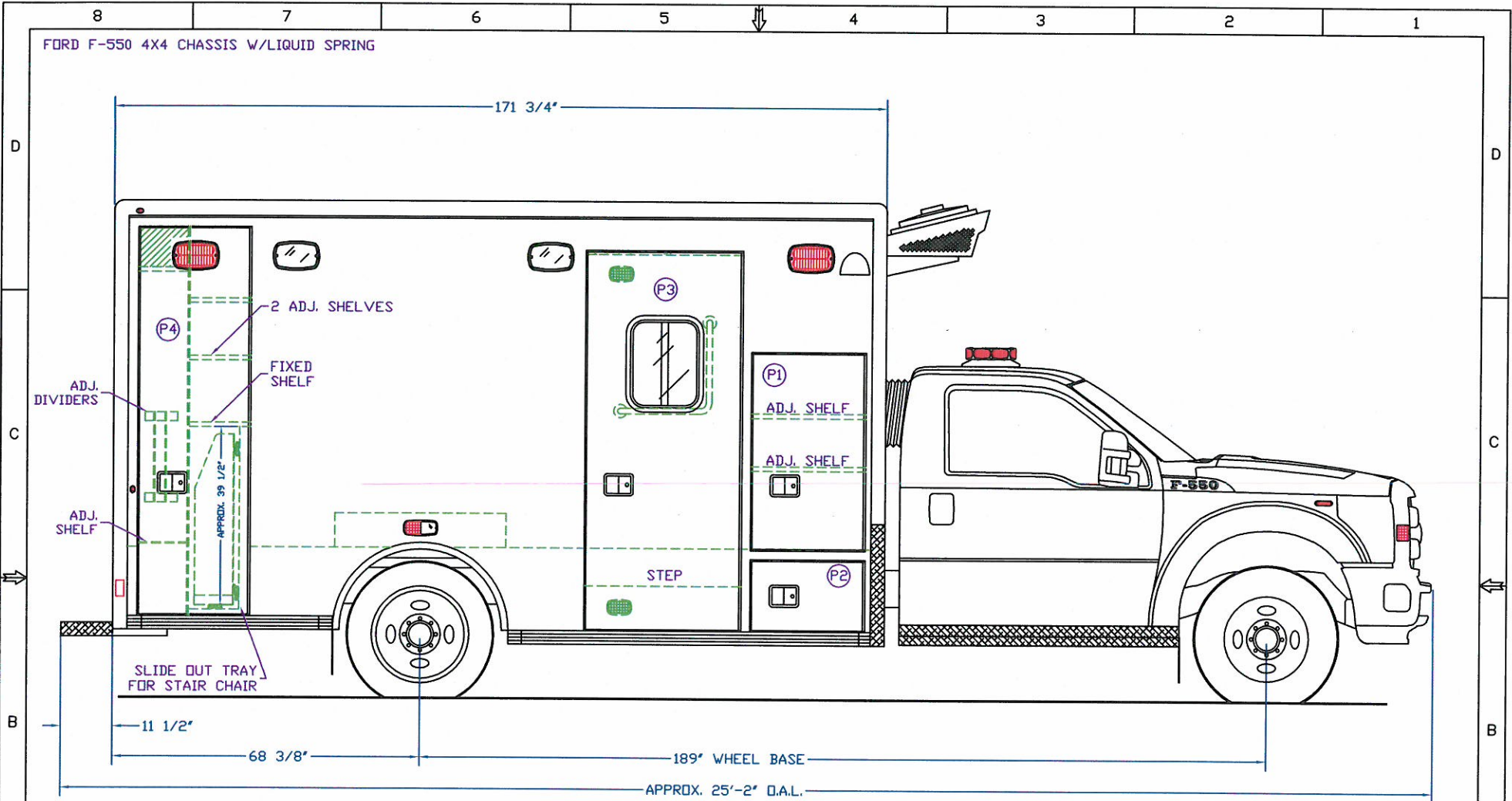


PART NO	DESCRIPTION	QTY	EACH	EXTENDED
75-01-0000	Ohio Style Action Area Oxygen Outlet	1	0.00	0.00
75-01-2000	Ohio Style Ceiling Mounted Oxygen Outlet	1	0.00	0.00
75-01-4000	Ohio Style Right Wall Mounted Oxygen Outlet	1	0.00	0.00
75-01-6500	Add Ohio Style Oxygen Outlet(s) (Ea)	1	125.00	125.00
	<b>SHOP NOTE:</b> Specify Location: (1) Action Area Next To Standard.			
75-01-8000	Interior Oxygen Access/Viewing Door	1	0.00	0.00
	<b>SHOP NOTE:</b> ACCESS DOOR WILL BE POLYCARBONATE FRAMED DOOR UNLESS OTHERWISE SPECIFIED.			
75-02-3500	ZICO "OTS System" Electric Oxygen Lift Bracket	1	2275.00	2275.00
	<b>SHOP NOTE:</b> Includes (3) Ratchet Straps. Specify Bracket Location: D-1 Compartment. Specify Tank Size: Specify Tank:			
75-03-3010	ZICO Model QR-D-2 Quick Release Strapless Portable Oxygen Tank Bracket	2	277.00	554.00
	<b>SHOP NOTE:</b> Specify Location: (2) Recessed Area Under Head End Squad Bench Cabinet.			
	<b>***SUCTION SYSTEM***</b>	1	0.00	0.00
80-01-0000	12 Volt Gast Suction Pump With Action Area Switch	1	0.00	0.00
80-01-1500	1 Ohio Style Action Area Suction Outlet	1	0.00	0.00
80-01-7500	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set	1	0.00	0.00
	<b>SHOP NOTE:</b> Includes Flush Mounted Action Area Panel And Disposable Trap Set. Includes Standard Suction Outlet #80-01-1500.			
	<b>***PAINT***</b>	1	0.00	0.00
85-00-0100	Standard DuPont Elite Paint Process And Warranty	1	0.00	0.00
	<b>SHOP NOTE:</b> Includes 6 Year Pro-Rated DuPont Paint Warranty.			
85-01-0000	Repaint Lower Chassis ILOS O.E.M. White	1	500.00	500.00
	<b>SHOP NOTE:</b> Specify Color: RED. Touch-Up Paint Is Included For Colored Chassis.  Include (1) Spray Out With Delivered Vehicle. Will Be Attached To Electrical Closet Door With Plastic Sleeve.			
85-01-1500	Paint Module Body Other Color ILOS O.E.M. White	1	1300.00	1300.00
	<b>SHOP NOTE:</b> Specify Color: Red. Touch-Up Paint Is Included For Colored Module Body.  Include (1) Spray Out With Delivered Vehicle. Will Be Attached To Electrical Closet Door With Plastic Sleeve.			
85-01-4500	Delete Standard Beltline Stripe	1	-250.00	-250.00
85-02-9000	Custom Three-Tone Paint	1	700.00	700.00
	<b>SHOP NOTE:</b> Specify Location And Color:			

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
	Module Roof Sheet To Be White. Not Visible From The Ground.			
	Cab "A" / "B" And Roof To Be Painted Black.			
	Upper Roof Drip Rail Extrusion And Drip Rail To "T" Track In Roof To Be Painted Black.			
	Match Current Fleet. See Photos.			
	Supply Drawing For Approval At Draft.			
	Clean Paint Break On All Paint Edges. Sand Down Edges Smooth - No Edge.			
85-02-9500	Do Not Paint The Nader Pins/Install After Paint Process	1	0.00	0.00
85-02-9585	Paint AC Condenser Cover	1	450.00	450.00
	<b>SHOP NOTE:</b> Red To Match The Module.			
85-03-2500	Delete Standard Edge Pinstripe	1	0.00	0.00
	<b>SHOP NOTE:</b>  NO PINSTRIPE ON PAINT BREAK.			
85-03-5500	8" Scotchlite Striping (Per Foot)	60	10.00	600.00
	<b>SHOP NOTE:</b> Specify Color And Location: 3M 680 Series Black Reflective Stripe At Midbody. No Pinstripe.			
	Match Current Fleet.			
	Supply Drawing For Approval At Draft.			
85-04-1000	Lower Door Panel Chevron (Inner Door Panel) (Ea)	3	100.00	300.00
	<b>SHOP NOTE:</b> Requires Smooth Aluminum Door Panels ILOS. SPECIFY WIDTH AND COLOR OF STRIPES:  6" Wide. Match Rear Body.			
85-SP-1600	3M Diamond Grade Reflective Chevron -2 Color - Sides And Top - Letter Graphics	1	2400.00	2400.00
	<b>SHOP NOTE:</b> Sides And Top. No Doors. Diamond Grade Colors To Be Determined.			
	Match Current Fleet (A-1).			
	<b>***EMBLEMS AND DECALS***</b>	1	0.00	0.00
90-01-0000	Federal Star Of Life/Ambulance Decal Package	1	0.00	0.00
	<b>SHOP NOTE:</b> Install Roof Star Of Life Decal. Ship Remainder Of Decals Loose. (2) 4" Star Of Life Decals. (2) 12" Star Of Life Decals. (2) 18" Star Of Life Decals. (3) 6" AMBULANCE Decals. (1) 4" Reverse AMBULANCE Decal.			

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
90-01-1100	"NO SMOKING" - "FASTEN SEAT BELT" Decals <b>SHOP NOTE:</b> 1-Installed In The Cab. 1-Installed In The Module.	1	0.00	0.00
90-DL-0200	Real Gold, Inc. Vinyl Gold Leaf With Outline And Contrasting Shadow - Letter Grap <b>SHOP NOTE:</b> Specify Custom Option: Real Gold, Inc. Vinyl Simulated Gold Leaf Film. White Vinyl Outline Shadow. Black Vinyl Shadow.  Lettering To Match Current Fleet.	1	1800.00	1800.00
95-DL-0200	Trade-In Allowance <b>SHOP NOTE:</b> Specify Custom Option: 2005 International 4300 Osage. Dt466 220 HP / Allison 2200 EVS.  Mileage: 91,692 As Of October 28, 2015.	1	-20500.00	-20500.00
	<p style="text-align: center;"><b>***END OF PROPOSAL***</b></p> <b>SHOP NOTE:</b> ON BEHALF OF LIFE LINE EMERGENCY VEHICLES AND SPECIALTY VEHICLES, INC. WE APPRECIATE THIS OPPORTUNITY TO SUBMIT THIS PROPOSAL.  I LOOK FORWARD TO WORKING WITH THE TOWN OF MEDWAY FIRE DEPARTMENT ON THIS PROJECT.  WE FEEL CONFIDENT THAT WE CAN PROVIDE AN EMERGENCY MEDICAL VEHICLE THAT MEETS OR EXCEEDS YOUR EXPECTATIONS AND REQUIREMENTS.  IF YOU HAVE ANY FURTHER QUESTIONS PLEASE FEEL FREE TO CONTACT ME.	1	0.00	0.00
	<b>Total</b>			<b>259,686.00</b>

FORD F-550 4X4 CHASSIS W/LIQUID SPRING



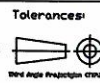
**CURB SIDE**

\*HIDDEN SWITCH FOR POWER DOOR LOCKS (UNLOCK ONLY)

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO:
P1	43"	42"	26 3/4"	20 1/2"	26"	IS/OS STORAGE	<b>3866-S1E</b>
P2	15"	14"	25"	23 1/2"	19 1/4"	BATTERY TRAY	DRAWN BY: J.P.
P3	74 1/4"	82 1/2"	34 1/2"	30"	---	SIDE ENTRY DOOR	DATE: 6/3/15
P4	85 1/2"	84 1/2"	24 1/2"	20"	20 7/8"	BB / IS/OS STORAGE	SCALE: 1"=32"
							REVISION(S):
							06/23/15

**Life Line**  
EMERGENCY VEHICLES

1 Life Line Dr. Sumner, IA 50674  
P.O. Box 299 Sumner, IA 50674



DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

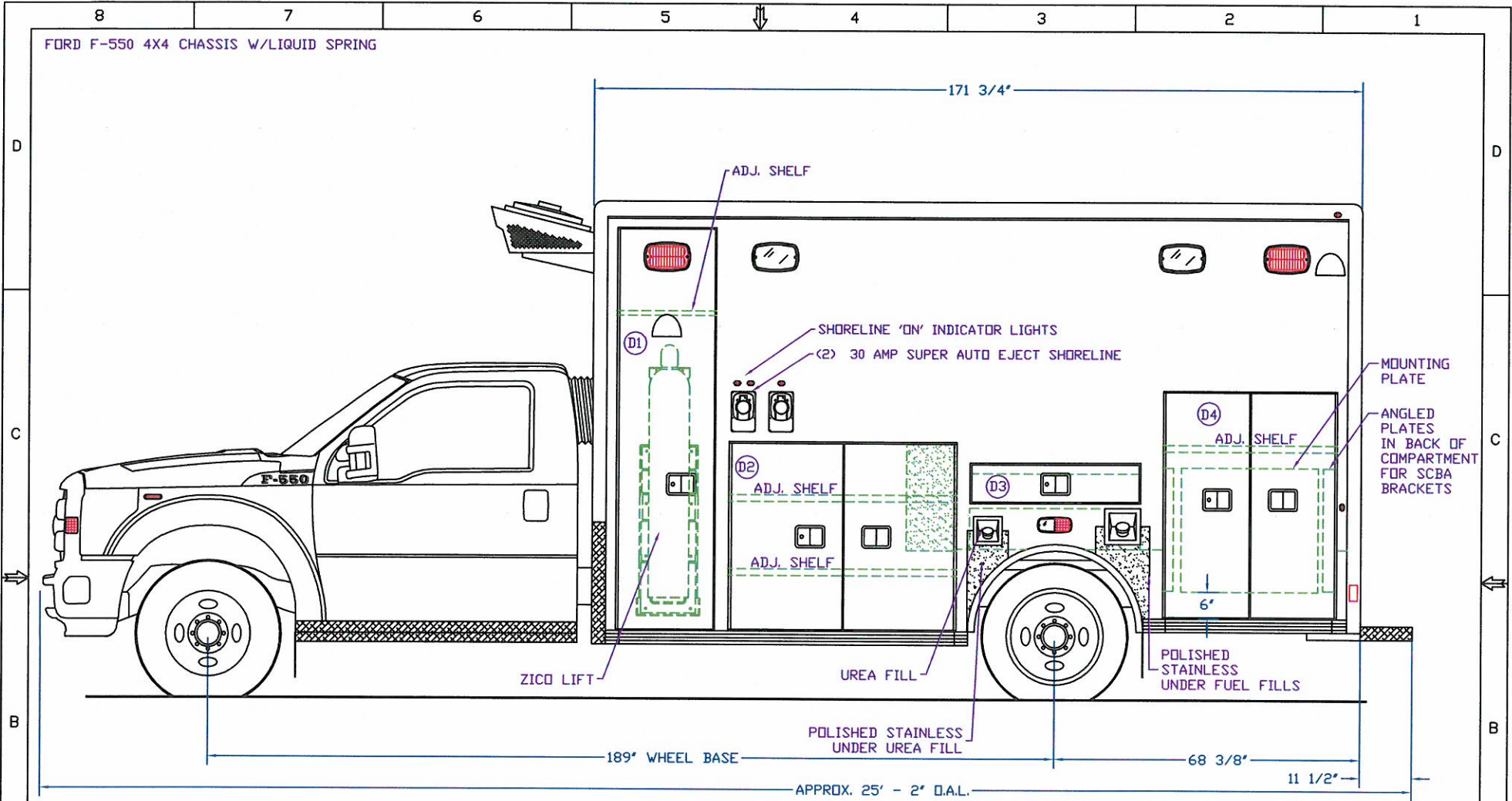
Tolerances:  
Hole Angles (Projection Only)  
Ang. Tol: ±1°  
Dim. Tol: ±1/16"

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FOR DRAWING APPROVAL  
APPROVED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

171" TYPE I SUPERLINER, 74" HEADROOM  
FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA

FORD F-550 4X4 CHASSIS W/LIQUID SPRING



**STREET SIDE**

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO:
D1	88 1/2"	87 1/2"	21 1/2"	17"	19 1/4"	O2 TANK	3866-S1E
D2	41"	40"	50 1/2"	43"	19 1/4"	STORAGE	DRAWN BY: J.P.
D3	5 1/2"	4 1/2"	32 3/4"	32 3/4"	18 1/4"	DRAWER	DATE: 6/3/15
D4	49 1/2"	48 1/2"	38 1/2"	31"	19 1/4"	STORAGE	SCALE: 1"=32"
							REVISION(S):
							06/23/15

NOTE: SHIP SPARE TIRE LOOSE \*20 7/8" DEEP IN FORWARD SECTION

FOR DRAWING APPROVAL  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

171" TYPE I SUPERLINER, 74" HEADROOM  
 FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA

**Life Line**  
 EMERGENCY VEHICLES

1 Life Line Dr.  
 Sumner, IA 50674

P.O. Box 299  
 Sumner, IA 50674

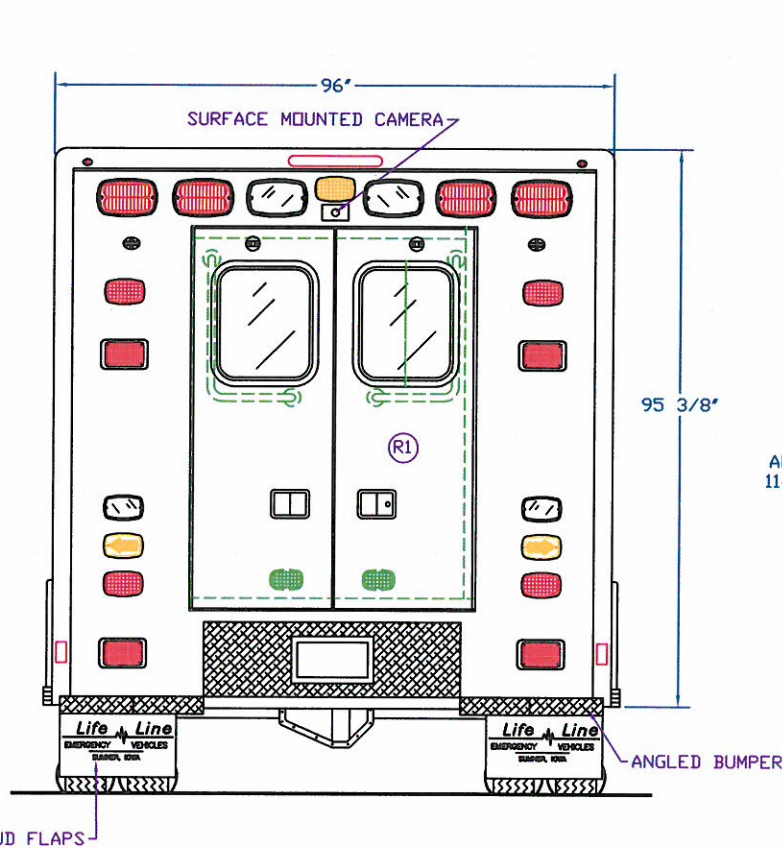
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Tolerances:

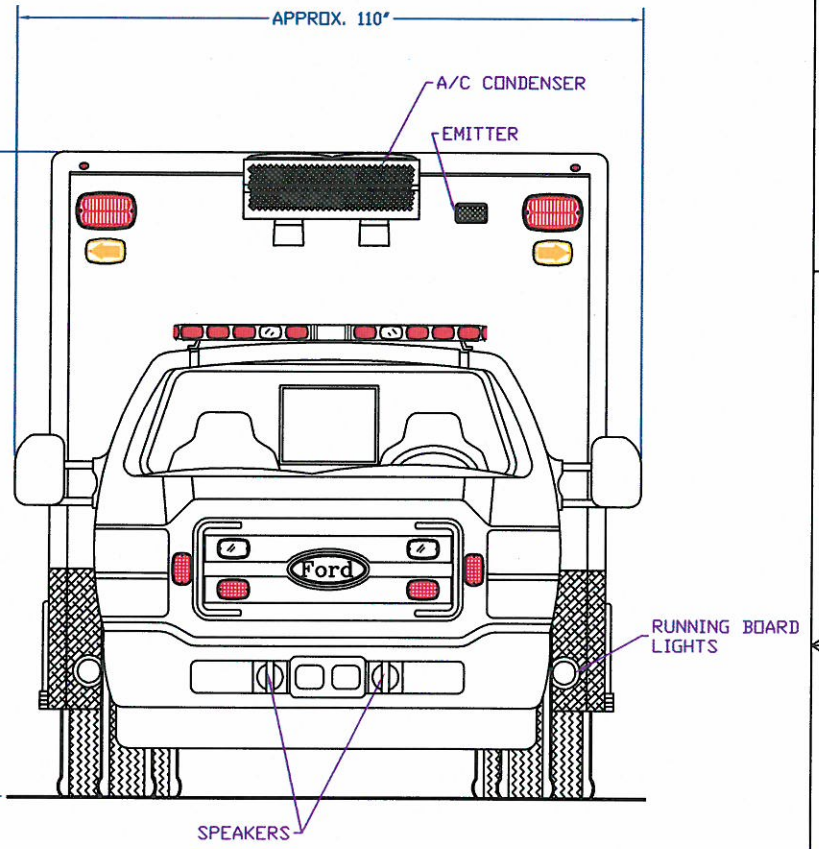
Ang. Tol: ±1°  
 Dim. Tol: ±1"

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FORD F-550 4X4 CHASSIS W/LIQUID SPRING



**REAR**



**FRONT**

\*HIDDEN SWITCH FOR POWER DOOR LOCKS (UNLOCK ONLY)

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION
R1	74 1/4"	60"	46 3/4"	46 3/4"	---	REAR ENTRANCE

DRAWING NO:  
**3866-S1E**

DRAWN BY: J.P.

DATE: 6/3/15

SCALE: 1"=32"

REVISION(S):  
06/23/15

**Life Line**  
EMERGENCY VEHICLES

**25 Years**

1 Life Line Dr.  
Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

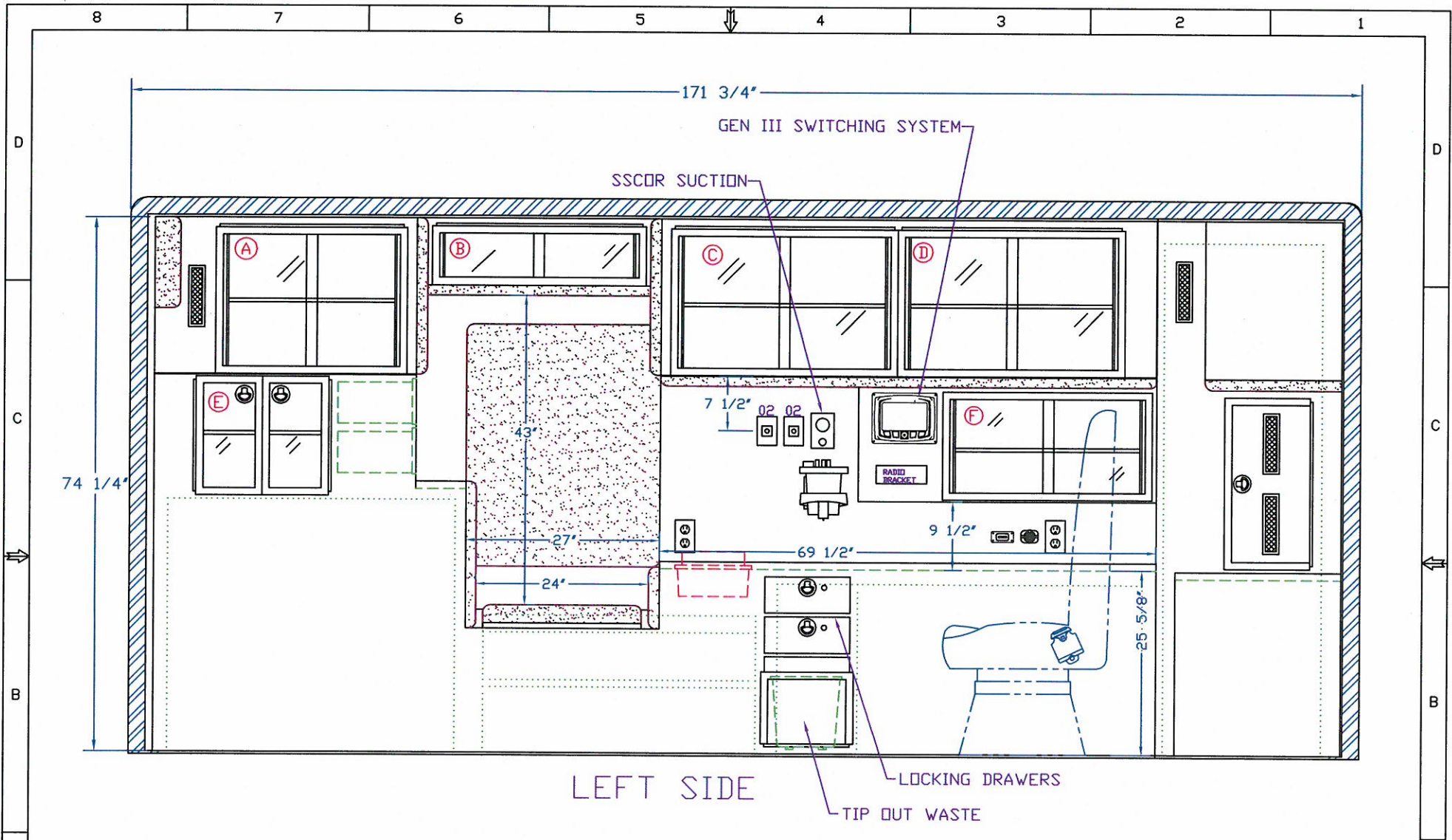
DATE: \_\_\_\_\_

171" TYPE I SUPERLINER, 74" HEADROOM  
FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA

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Tolerances:  
Ang. Tol: ±1°  
Dim. Tol: ±1"

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LEFT SIDE

LOCKING DRAWERS  
TIP OUT WASTE

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE	DRAWING NO:
A	20 3/4"	25 1/2"	18 1/4"	STORAGE	SPEED LOAD W/ POSITIVE LATCHES	3866-S11
B	8 3/8"	28 3/4"	10"	STORAGE	SPEED LOAD W/ POSITIVE LATCHES	DRAWN BY: J.P.
C	20 3/4"	30 3/4"	18 1/4"	STORAGE	SPEED LOAD W/ POSITIVE LATCHES	DATE: 6/3/15
D	20 3/4"	30 3/4"	18 1/4"	STORAGE	SPEED LOAD W/ POSITIVE LATCHES	SCALE: 1"=19.5"
E	15 1/2"	19"	19 3/4"	STORAGE	SIDE HINGED FRAMED POLY	REVISION(S):
F	14"	28 1/4"	6 1/2"	STORAGE	SLIDING POLYCARBONATE	06/23/15 - 7/8/15

**Life Line**  
EMERGENCY VEHICLES

1 Life Line Dr.  
Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

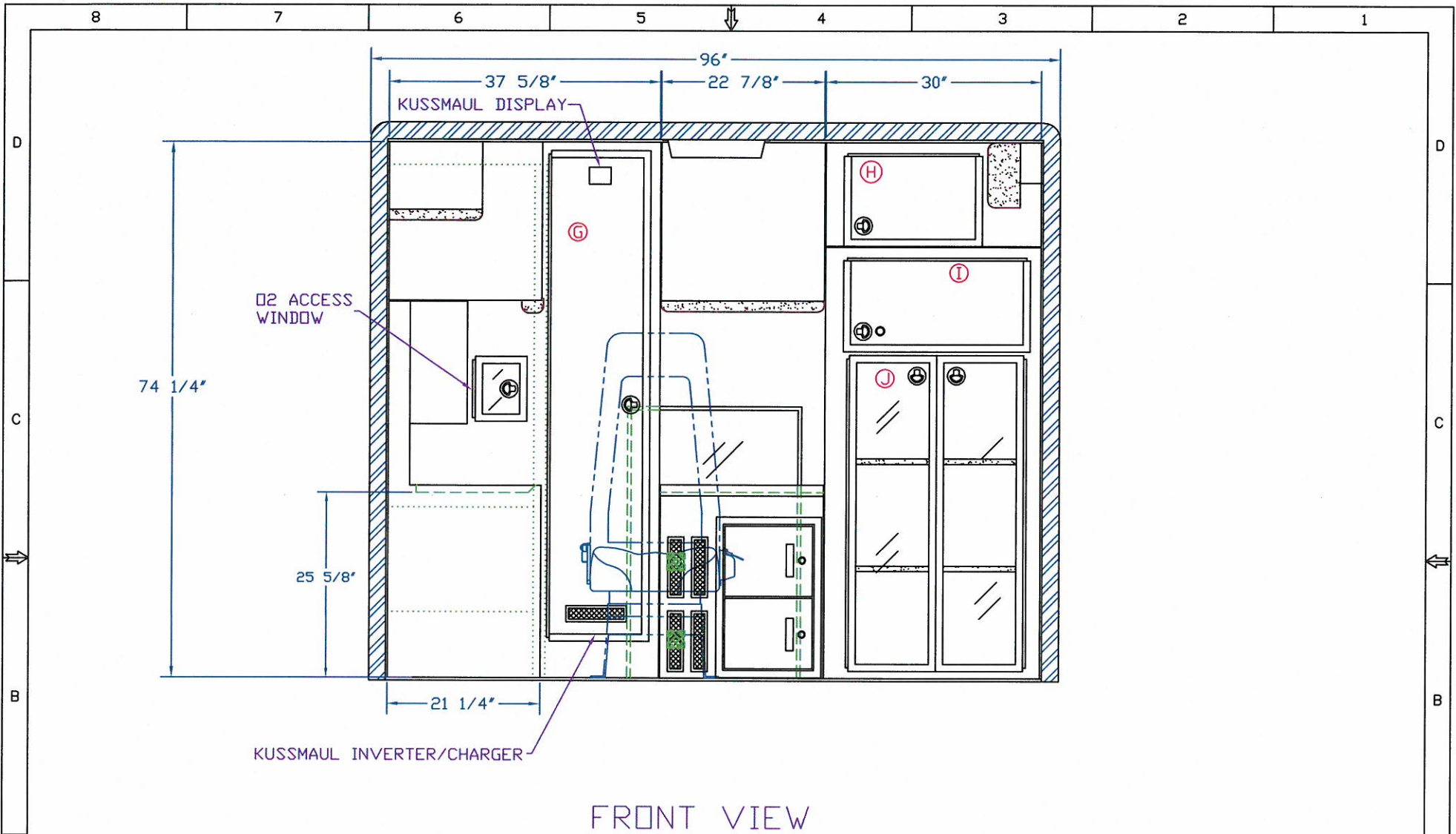
FOR DRAWING APPROVAL  
APPROVED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**171" TYPE I SUPERLINER, 74" HEADROOM  
FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA**

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerances:  
  
 Ang. Tol: ±1°  
 Dim. Tol: ±1"

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FRONT VIEW

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
G	73 1/4"	16"	8"	ELECTRICAL	SIDE HINGED SOLID
H	13 3/8"	18 1/4"	26 1/4"	STORAGE	TOP HINGED SOLID
I	13 1/2"	26"	26 1/4"	LOCKING STORAGE	TOP HINGED SOLID
J	44"	26"	26 1/4"	IS/OS STORAGE	SIDE HINGED FRAMED POLY

DRAWING NO:	<b>3866-S11</b>
DRAWN BY:	J.P.
DATE:	6/3/15
SCALE:	1"=19.5"
REVISION(S):	06/23/15

**Life Line**  
EMERGENCY VEHICLES

1 Life Line Dr.  
Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

\*SPECIAL NOTES

FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**171" TYPE I SUPERLINER, 74" HEADROOM  
FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA**

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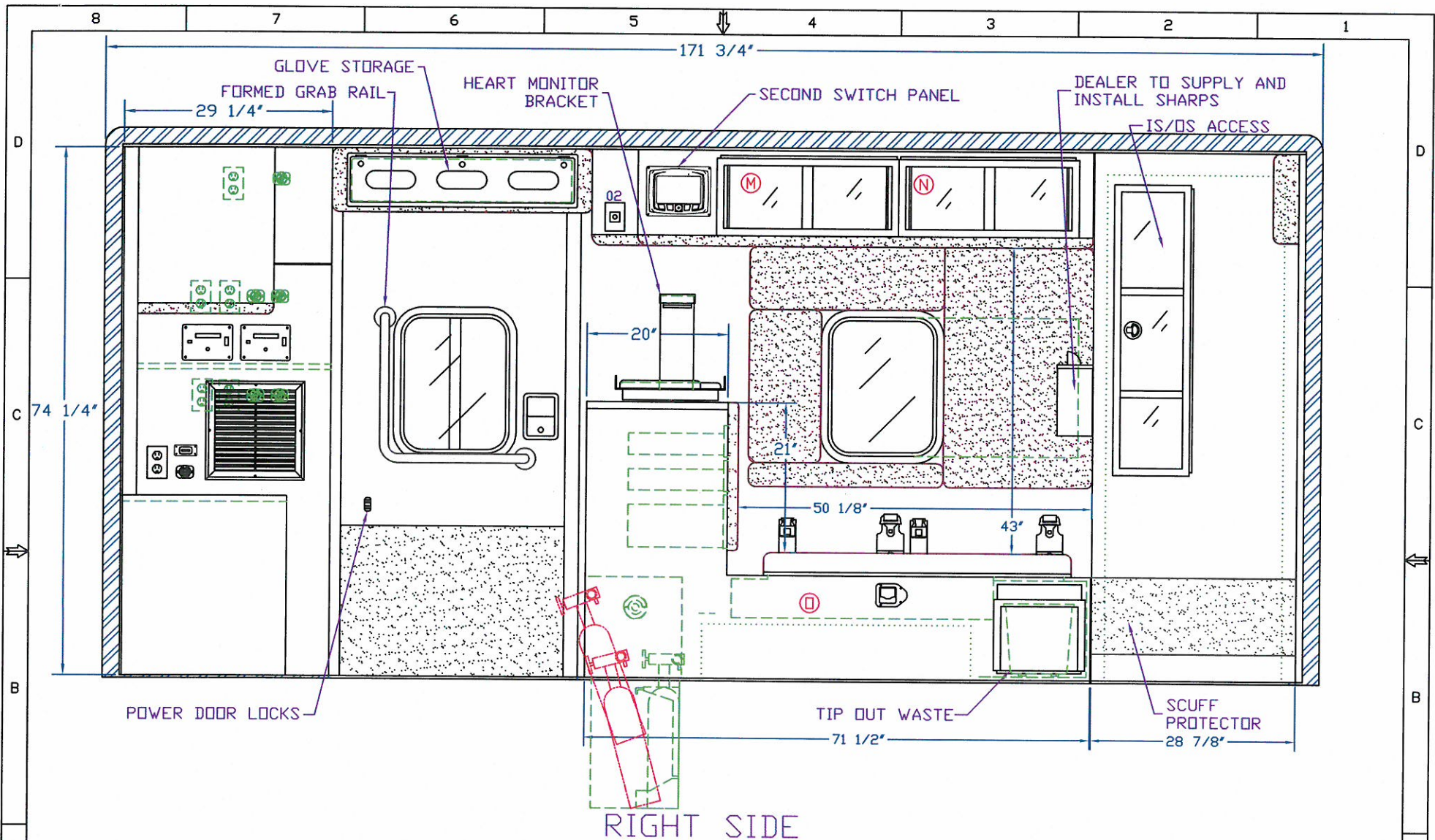
Tolerances:

30° Chamfer

Ang. Tol: ±1°  
Dim. Tol: ±1"

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RIGHT SIDE

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
M	11"	24 3/4"	10"	STORAGE	SPEED LOAD W/ POSITIVE LATCHES
N	11"	24 3/4"	10"	STORAGE	SPEED LOAD W/ POSITIVE LATCHES
O	5 7/16"	37"	20 1/4"	STORAGE	TOP HINGED LID

DRAWING NO: **3866-S11**  
 DRAWN BY: J.P.  
 DATE: 6/3/15  
 SCALE: 1"=19.5"  
 REVISION(S):  
 7/9/15

**Life Line**  
 EMERGENCY VEHICLES

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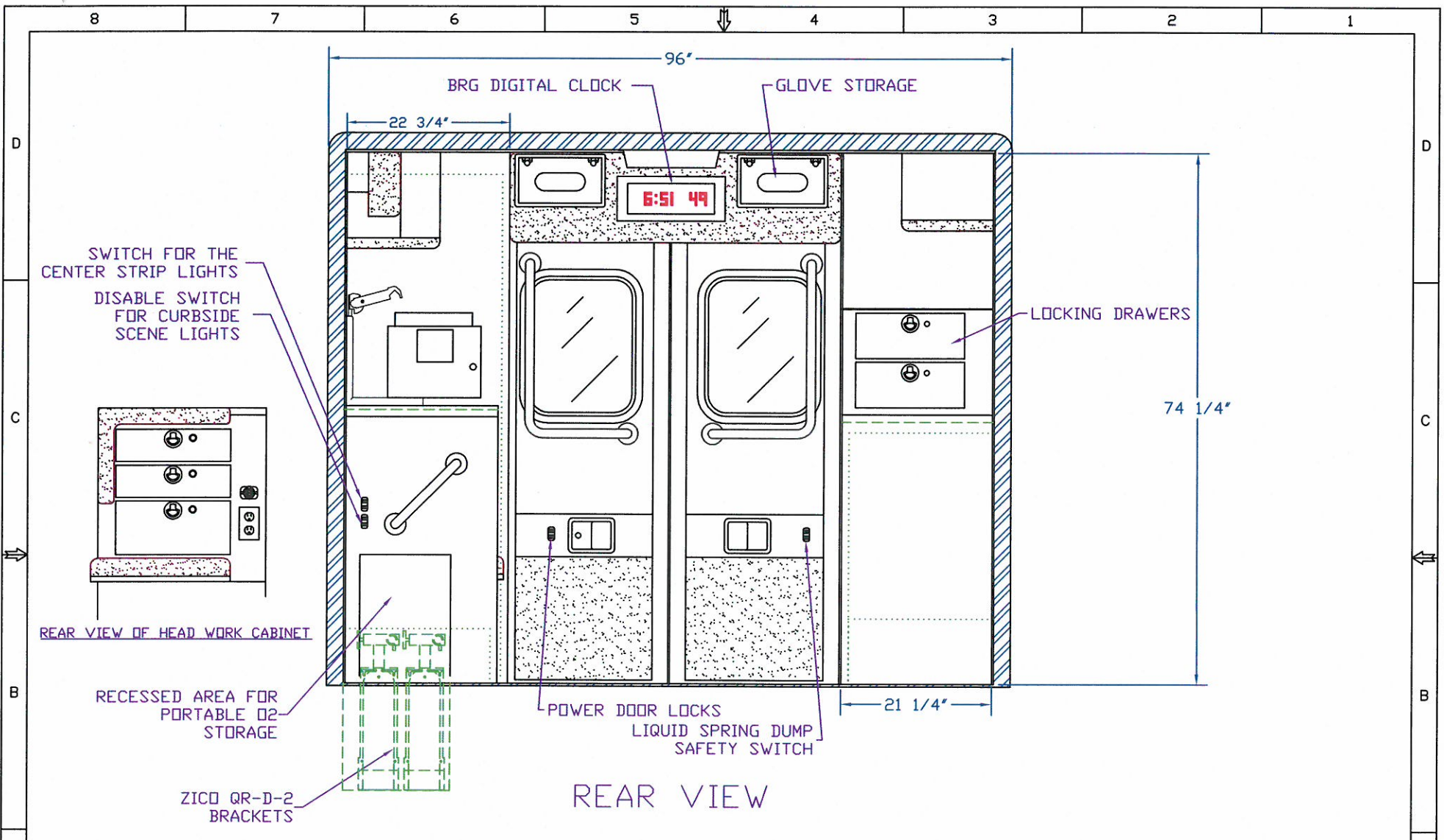
\*NOTE:  
 FOR DRAWING APPROVAL  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**171" TYPE I SUPERLINER, 74" HEADROOM  
 FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA**

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Tolerances:  
  
 Ang. Tol: ±1°  
 Dim. Tol: ±1"

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CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE	DRAWING NO:
*						3866-S11
						DRAWN BY: J.P.
						DATE: 6/3/15
						SCALE: 1"=19.5"
						REVISION(S): 06/23/15

**Life Line**  
EMERGENCY VEHICLES

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Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

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Tolerances:  
3/16" ± 1/32"  
1/8" ± 1/16"  
1/4" ± 1/16"  
3/8" ± 1/16"  
1/2" ± 1/16"  
3/4" ± 1/16"  
1" ± 1/16"

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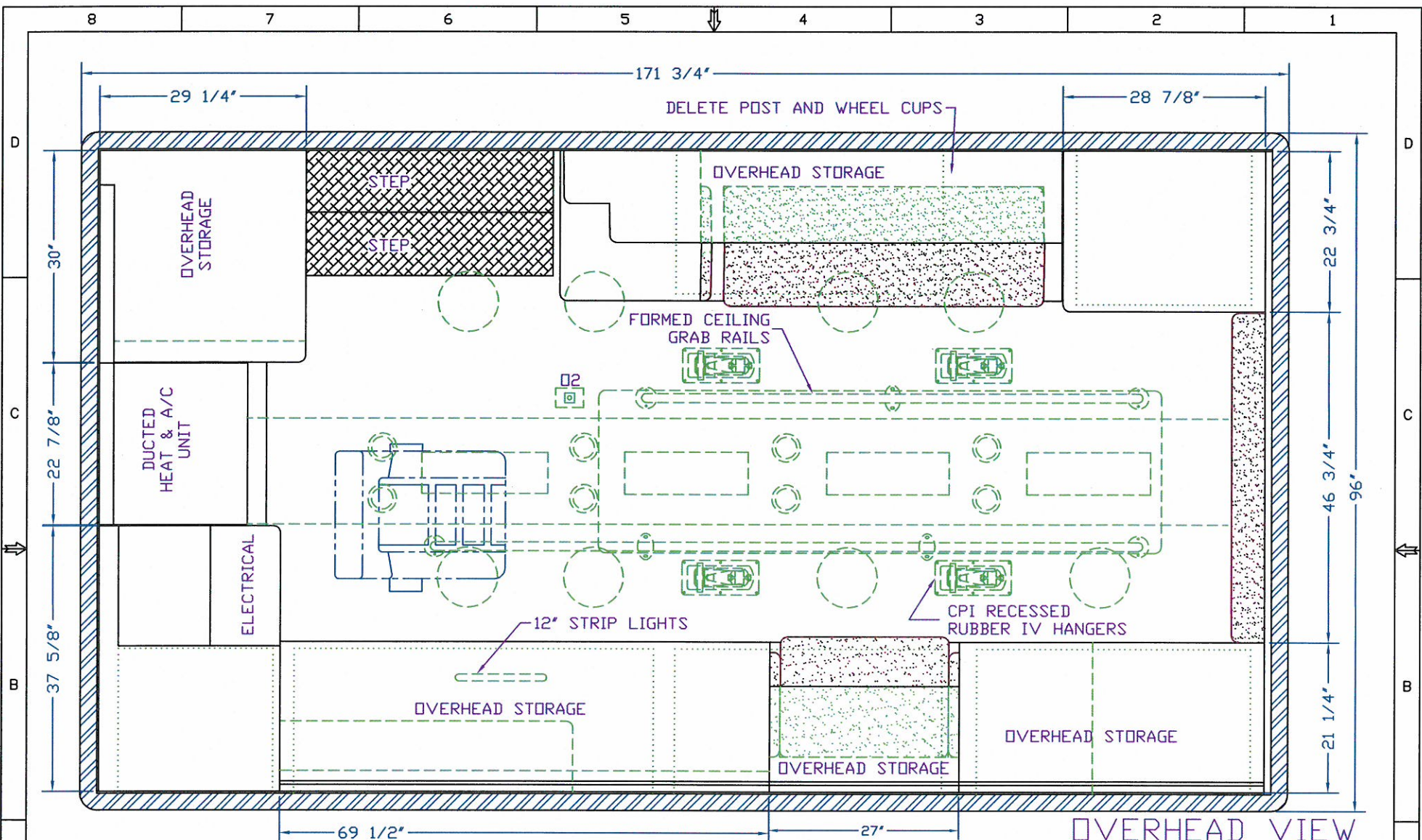
FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**171" TYPE I SUPERLINER, 74" HEADROOM  
FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA**



CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE	DRAWING NO:
						3866-S11
						DRAWN BY: J.P.
						DATE: 6/3/15
						SCALE: 1"=19.5"
						REVISION(S):
						06/23/15

**Life Line**  
EMERGENCY VEHICLES

1 Life Line Dr. Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

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APPROVED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

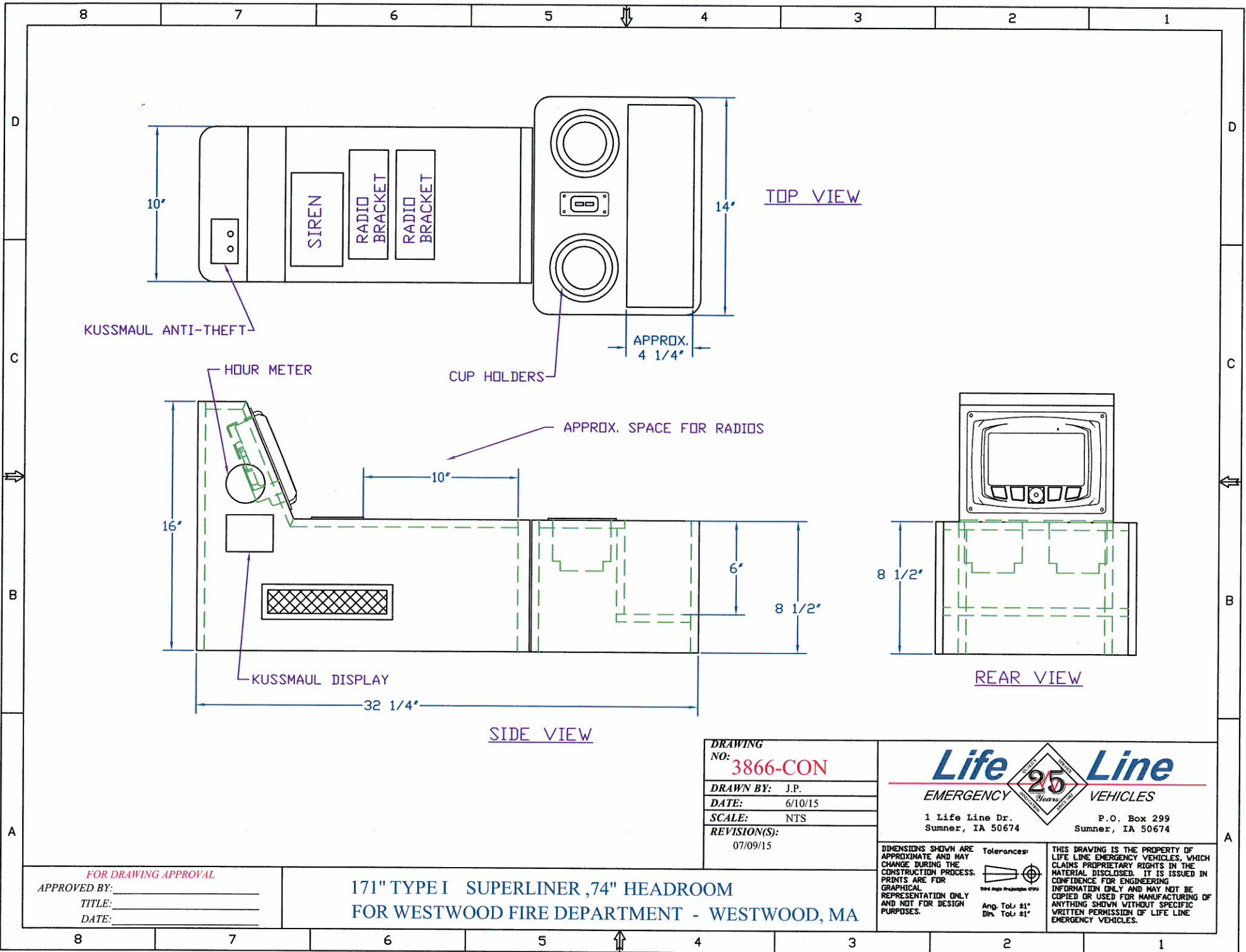
**171" TYPE I SUPERLINER, 74" HEADROOM  
FOR WESTWOOD FIRE DEPT. - WESTWOOD, MA**

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Tolerances:

Ang. Tol: ±1°  
Dim. Tol: ±1"

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 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**171" TYPE I SUPERLINER, 74" HEADROOM  
 FOR WESTWOOD FIRE DEPARTMENT - WESTWOOD, MA**

<b>DRAWING NO:</b>	<b>3866-CON</b>
<b>DRAWN BY:</b>	J.P.
<b>DATE:</b>	6/10/15
<b>SCALE:</b>	NTS
<b>REVISION(S):</b>	07/09/15

**Life Line**  
 EMERGENCY VEHICLES

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Tolerances:  
 Ang. Tol: ±1°  
 Dim. Tol: ±1/16"

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# Great performance

# Type I

# More options



**The Life Line Type I provides all of Life Line's latest innovations with the chassis options of a traditional engine-forward configuration. You get the comfort, convenience and safety features you need with the entire range of standard truck features.**

- 147", 152", 167" & 171" body lengths with available pass-thru or crawl-thru
- Available for the Ford F350, F450, & F550 chassis with 2WD or 4WD options
- Available for the Dodge 4500 & 5500 chassis with 2WD or 4WD options
- 16 interior / 5 exterior cabinets standard, with custom configurations available including door-mounted backboard or stair chair storage
- Finished HR choices of 68", 70", 72" & 74"

All Life Line vehicles feature uncompromising quality and craftsmanship. Our goal is to minimize your down time and keep you in-service.

**Call or visit us online for more information or to locate your nearest dealer!**

**Choose 2-wheel drive or 4-wheel drive, with convenient pass-thru or crawl-thru layouts.**



***When an idea comes along that will make your life easier, safer or more efficient, you'll see it in Life Line interiors first.***

**Life Line**  
EMERGENCY VEHICLES

P.O. Box 299 - Sumner, IA 50674 - [www.lifelineambulance.com](http://www.lifelineambulance.com)  
563-578-3317 - 563-578-3305 (fax)

Louisville Metro EMS  
Kentucky

*Life Line is relentlessly focused on producing ambulances and providing services that exceed customer expectations. Each Life Line partner is empowered to pursue these goals with pride and professionalism.*

**Life Line ambulances are designed by EMTs for EMTs. That means you find we pay uncommon attention to the details that make your life safer and easier.**

- Life Line features a structural cage formed from 2 x 3 triple hollow vertical as well as a minimum of 5 horizontal 2 x 2 extruded tubes.
- 3" thick labyrinth-style doors throughout provide strength and an air-tight seal
- 2" thick double aluminum, interlocking, insulated floor
- "Surround Quiet" insulation and vapor barrier through-out the walls & entry doors as well as IS/OS compartment doors
- The highest quality Axalta paint to keep your transport office looking great
- Strong lightweight solid surface interior cabinet construction.
- 2x3 Crash Rail System design to absorb impact & minimize damage



**Life Line allows you to customize your "office" with a wide range of thoughtful, EMT-designed features:**

- \* Dual Rear Patient Controls
- \* 5-Point Safety Harness System
- \* Angled Cabinets with Padded Corners
- \* Recessed Areas for sharps waste & Suction
- \* Dual side privacy windows to allow natural light in while keeping patient privacy a priority
- \* Positive latch restock cabinets with drop down drawers
- \* Alternate safe Areas for EKG monitors & IV pumps
- \* Use of interior space is maximized, improving compliance with storage requirements
- \* Interior Cabinet LED Lighting

**Life Line**  
**EMERGENCY VEHICLES**

Our warranties and service are backed by the best dealer support network in the industry.

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563-578-3317 - 563-578-3305 (fax)



## Touch Screen Front & Patient Area

- ◆ Color LCD Screen
- ◆ Unified Switch Panel Layout
  - Programmable Vacant Switch Functions
- ◆ Back-Up Camera Standard, Utilizes Front Monitor when activated
- ◆ Field updatable software by USB Connection
- ◆ 360 Degree Camera Option
- ◆ Remote Access via any Web Enabled Device
- ◆ Front Screen Access to Patient Area Controls
- ◆ Indicators & Alarms for O2/Medical Air, Entry & Compartment Doors, Active Voltage
- ◆ Maintenance Reminders & Videos
- ◆ E-Mail Notifications
- ◆ O2 Pressure Display
- ◆ Back-Up Alarm Cancel Button
- ◆ Module Disconnect
- ◆ Emergency Master & Primary/Secondary Lighting Functions

# Elite G<sup>3</sup>

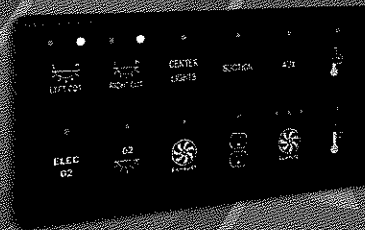
## TOUCH SYSTEM

### Fully Programmable, Expandable & Maintainable

Life Line's Elite Touch System is designed for maximum flexibility to meet the end user's needs. With its standard touch screen & quick-hit buttons, interchangeable modules, real time monitoring, and backwards compatibility, makes this system second to none.

**This system's technology has been field tested & verified for over 20 years.**

- ◆ MIL Spec
- ◆ SAE Spec
- ◆ NFPA
- ◆ EMI/RFI



### ◆ Keypad Control

### Optional




w/ 4.3" Display Screen

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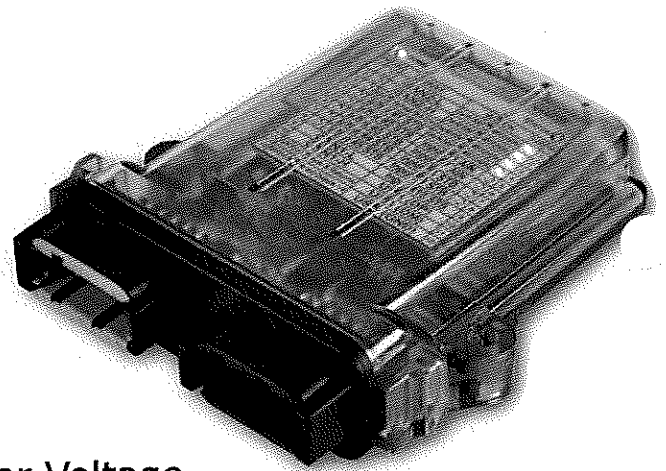


Life Line's Elite Touch System is a solid state Electrical Distribution System that is fully programmable & expandable. The Power Distribution Modules have the capability of being field interchangeable with no re-programming required, simple plug & play, providing the ease of serviceability.

With the end user & service personnel in mind, this system's components are centrally located unlike some others in the market today. Including real time monitoring of all critical functions as well as LED diagnostics.

Also includes the following Protections:

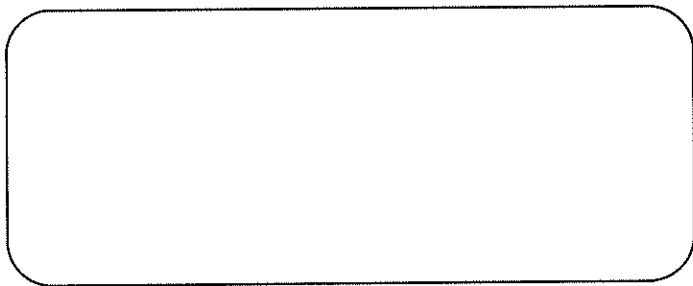
- ◆ Full Reverse Voltage
- ◆ Full RFI
- ◆ Full Over Voltage
- ◆ Transient Voltage
- ◆ Under Voltage
- ◆ Protection against Voltage Stutter
- ◆ Protection during Brown Out Voltage Scenario
- ◆ Protect from Failure of Relay Boards
- ◆ Protection during Slow Rise or Recovery Mode



**I/O Module**



**Chassis Integration**



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# Life Line

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We build every vehicle with one goal in mind.

Perfection.

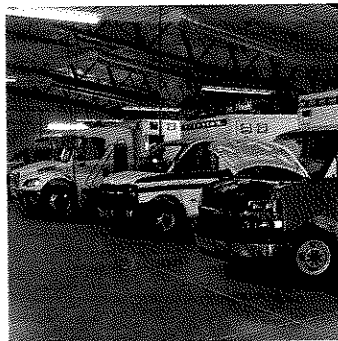
# The ambulance you need is the only kind we build.

## Custom Design + Quality = Lower Cost of Ownership

Life Line is committed to producing the best custom built ambulances in the world. We've learned that there are two ways we can make sure that happens. The first involves using our expertise to interpret your needs in designs that make your operation more efficient. We take time to learn about the way that you work and listen to your ideas about saving steps, time and effort. We've been there, so we understand the challenges that EMS providers face, from the reality of your most extreme run to the daily grind of another day "at the office."

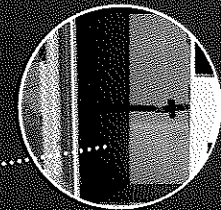
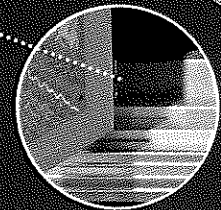
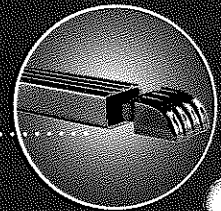
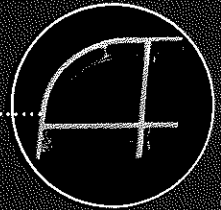
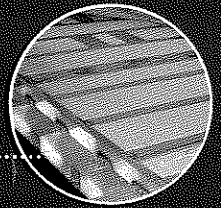
The second way we honor our commitment is by applying the same high level of quality to everything we do. Vehicles that spend more time on the road save money. If you start with better materials and craftsmanship you reduce downtime and repair costs. Reduce the physical stress for EMS providers and safety improves while operating costs go down.

The bottom line is an ambulance that performs at a high level for a long time. Greater body integrity pays off in safety, comfort, and convenience. Better engineering, fit and finish reduce wear and lower maintenance costs. Options like our slant side configuration improve aerodynamics and save fuel. It all adds up to a lower cost of ownership over the life of every Life Line vehicle.



## Life Line solutions tend to be industry "firsts."

- The Life Line floor design delivers the quietest ride in the ambulance industry. 2"-thick non-deteriorating foam insulation, .125" aluminum interlocking extrusions and .050" aluminum sheeting work to dissipate heat as well as noise.
- "X-Frame corner and roof extrusions add rigidity and strength. The end result is greater body integrity.
- Extruded, reinforced side impact rails improve safety and protect the vehicle.
- All exterior compartment doors are 3" thick with a labyrinth design seen in bank vault doors. Door hinges are a full 3" wide and are bolted to each door. Each door features 2"-thick foam insulation for a quiet, secure ride.
- Exterior compartments are lined with a sprayed, polyurethane finish that meets OSHA blood-borne pathogen criteria, is easy to clean and resists abrasion.



147" Body Length  
Ford E350 Chassis  
Chevy G3500 Chassis



147" - 167" Body Length  
Walk-thru or Non-Walk-thru  
Ford F350, F450, or F550  
2WD or 4WD



167" Body Length  
Ford E450 Chassis  
Chevy G4500 Chassis



*Every Life Line interior is custom designed to your specifications, with the comfort, convenience and safety features that make your job easier and keep all occupants safer.*



Improved aerodynamics make Life Line's Slant Side an effective way to save fuel. That's why we've never stopped offering the option on every chassis we build, from 147" to 171", with the same level of customization available in every Life Line ambulance.



*Slant Side*



*Highliner*

171" Body Length  
Chassis Options:  
Freightliner M2  
Navistar 4300 or 4400  
Chevy C4500



It's often said that it's the little things that make the difference. Every Life Line ambulance is full of hidden details that our customers say make a big difference. Things like door compartment panels tightly secured with threaded fasteners and locking cage nuts. Or smooth interior finishes without extra trim that can make decontamination and cleaning a chore. There's even a vapor barrier deep within the walls that helps reduce mold and bacterial growth for a patient-friendly environment that really lasts.

Attention to detail is a matter of professional pride for more than 173 Life Line employees. They see every day as another opportunity to make unequalled craftsmanship a part of every vehicle we produce. That's the way we've been building ambulances and specialized medical care vehicles in Sumner, Iowa since 1985. It's what's behind our desire to make each ambulance better and the reason we say "*the next generation of ambulances will follow our lead.*"

You're going to live with your vehicle decision for years. Before you make your final choice, be sure that you get the inside story about everything we do to make your Life Line vehicle a cut above the rest.

***The only thing that comes close to a new Life Line ambulance is a handcrafted Life Line remount.***

If it's time to upgrade, but a new ambulance isn't in the cards, remember that Life Line has an entire plant dedicated to remounts and wreck repair. We put the same attention to detail and craftsmanship into every rebuilt unit that we apply to every Life Line ambulance. That means the vehicle you get back represents the finest remanufactured quality on the road.

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## LIFETIME LIMITED WARRANTY ON THE ALL-ALUMINUM MODULAR BODY

Subject to the provisions, limitations and conditions set forth in this warranty, LIFE LINE EMERGENCY VEHICLES, INC. hereby warrants to each original purchaser only that each new modular ambulance body (exclusive of paint finish, hardware, moldings, windows, internal cabinets and other accoutrements and accessories\*) is structurally sound and free of all structural defects of both the material and workmanship.

This warranty may be transferred to another party, provided that the vehicle is inspected by the Manufacturer, or an authorized dealer with prior approval to conduct the inspection. A written request for transfer of warranty must be submitted to LIFE LINE EMERGENCY VEHICLES, INC. The inspection must be completed before transfer of ownership of the vehicle. Written approval for the transfer of warranty will be provided by LIFE LINE EMERGENCY VEHICLES, INC. upon review of the inspection results. A warranty transfer charge in addition to inspection charges may apply.

The Life Time Body warranty is transferable upon the remount of the body to a new chassis provided the remount is performed solely by LIFE LINE EMERGENCY VEHICLES, INC. Remount to a new chassis or any other modification of the body not performed by LIFE LINE EMERGENCY VEHICLES, INC. voids all warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such modular body; prompt written notice of all defects to LIFE LINE EMERGENCY VEHICLES, INC. or one of its then authorized dealers in the area; no repair or additions thereto except by LIFE LINE EMERGENCY VEHICLES, INC. or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any of such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by LIFE LINE EMERGENCY VEHICLES, INC. and shall be performed solely at LIFE LINE EMERGENCY VEHICLES, INC. or a repair facility designated by LIFE LINE EMERGENCY VEHICLES, INC. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

LIFE LINE EMERGENCY VEHICLES, INC. reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

**EXCLUSIONS AND LIMITATIONS:** THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF LIFE-LINE EMERGENCY VEHICLES, INC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURERS WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

\*Covered by separate warranties.

LIFE LINE EMERGENCY VEHICLES, INC. - Sumner, Iowa 50674

**5-YEAR/60,000-MILE  
PRODUCT CONVERSION WARRANTY**

1. In addition to the LIFETIME warranty covering the modular structure of the all-aluminum bodies manufactured by LIFE LINE EMERGENCY VEHICLES, INC. (the Company), which LIFETIME warranty is set forth on separate warranty form, the Company warrants its products to be free from defects in material and workmanship under normal use and service; its obligation under this warranty being limited to making good at its factory any part or parts thereof which shall within five years (sixty months) after delivery of such vehicle to the original Purchaser, or prior to the time when such vehicle has been operated 60,000 miles, whichever event shall first occur, be returned to it with transportation charges prepaid and which its examination shall disclose to its satisfaction to have been thus defective; this warranty being expressly in lieu of all other warranties expressed or implied, and of all other obligations on its part, and the Company neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales of its vehicles.
2. All claims for warranty and adjustments must originate within the warranty period stated herein. All warranty claims must be submitted to and approved by the Company prior to repair.
3. Warranty work may be performed by the Purchaser but any such warranty work must first be approved by the Company in writing. The Company reserves the right to inspect the vehicle before the work is performed. The Company reserves the right to determine where the warranty work will be done and by whom. Any parts replaced as defective must be returned to the Company prepaid for warranty credit.
4. The warranty stated above does not apply to:
  - a.) Any vehicle which shall have been repaired or altered outside of the Company's factory in any way so as, in the Company's judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence, or accident.
  - b.) Any vehicle used in competitive events.
  - c.) Any vehicle which has not been reasonably maintained.
  - d.) Any vehicle which has not been operated in its normal use.
  - e.) The chassis or chassis parts.
  - f.) The paint finish, which is covered by a separate warranty.
  - g.) Replacement of items which may be repaired by routine maintenance or service adjustments.
  - h.) Any vehicle on which the odometer mileage has been altered.
  - i.) Deterioration of product due to normal use and exposure.
5. The Company makes no warranty what so ever in respect to parts and materials not of its manufacture. These items are usually warranted separately by their respective manufacturers. The Company's obligation under this warranty is limited to the portions of the ambulance manufactured by it.
6. The Purchaser specifically and fully agrees without any reservations, and regardless of circumstances, that if the Company for any reason shall at its expense replace any parts, or perform any labor, upon the product(s) hereby purchased, whether before or after the warranty on such products has expired, that such acts or repeated acts by the Company shall not have the effect of changing or extending the warranty in any way and the Purchaser further agrees that all the conditions stated herein shall apply regardless of any representation, promises, or agreements separately made by any Company employee, sales representative, or any other agent of the Company.
7. While the Company endeavors to be accurate, statements set forth in the Company's advertising, catalogues, sales manuals, and other sales devices, and statements made by the Company employees and sales representatives about the product manufactured by the Company are descriptive only, and the Purchaser agrees that such statements and claims in no way constitute a warranty.
8. The Purchaser agrees that the Company shall in no event be held liable for damages from delays or loss of service of product(s) purchased hereunder which are out of use pending repairs or replacements by the Company under its warranty, or from delays and loss of service if the Company voluntarily makes repairs or replacements in addition to the duties imposed by the warranty provided above.
9. The Company reserves the right to make changes in design or add improvements without incurring any obligation to install such improvements on units previously manufactured.

**LIFE-LINE EMERGENCY VEHICLES, INC. - Sumner, Iowa 50674**

## LIFETIME LIMITED WARRANTY ON INTERIOR CABINETS

Subject to the provisions, limitations and conditions set forth in this warranty, LIFE LINE EMERGENCY VEHICLES, INC. hereby warrants to each original purchaser only that each new modular ambulance body cabinets is structurally sound and free of all structural defects of both the material and workmanship.

This warranty is conditioned upon normal use and reasonable maintenance of such cabinets; prompt written notice of all defects to LIFE LINE EMERGENCY VEHICLES, INC. or one of its then authorized dealers in the area; no repairs or additions thereto except by LIFE LINE EMERGENCY VEHICLES, INC. or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading by customer or third parties. If any of such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by LIFE LINE EMERGENCY VEHICLES, INC. and shall be performed solely at LIFE LINE EMERGENCY VEHICLES, INC. or a repair facility designated by LIFE LINE EMERGENCY VEHICLES, INC. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

This warranty is limited to the structural integrity of the cabinets and excludes finish, hardware, moldings, laminate, and other accoutrements and accessories\*.

This warranty may be transferred to another party, provided that the vehicle is inspected by the Manufacturer, or an authorized dealer with prior approval to conduct the inspection. A written request for transfer of warranty must be submitted to LIFE LINE EMERGENCY VEHICLE, INC. The inspection must be completed before transfer of ownership of the vehicle. Written approval for the transfer of warranty will be provided by LIFE LINE EMERGENCY VEHICLES, INC. upon review of the inspection results. A warranty transfer charge in addition to inspection charges may apply.

The Life Time Interior Cabinet warranty is transferable upon the remount of the body to a new chassis provided the remount is performed solely by LIFE LINE EMERGENCY VEHICLES, INC. Remount to a new chassis not performed by LIFE LINE EMERGENCY VEHICLES, INC. voids all warranty.

LIFE LINE EMERGENCY VEHICLES, INC. reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products therefore manufactured.

**EXCLUSIONS AND LIMITATIONS:** THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF LIFE LINE EMERGENCY VEHICLES, INC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURERS WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURERS NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

\*Covered by separate warranties.

## LIFETIME HARNESS / 10 YEAR 100,000 MILE ELECTRICAL WARRANTY

1. Life Line Emergency Vehicles (the company) warrants, the Elite Touch System & all electrical on each new Life Line Emergency Vehicle to be free from defects in material and workmanship under normal use and service for a period of TEN YEARS or ONE HUNDRED THOUSAND MILES and LIFETIME for electrical harnesses and installation.

This TEN YEAR/ONE HUNDRED THOUSAND MILE ELECTRICAL WARRANTY shall be limited to the statements outlined below. The Company's obligation under this warranty shall be limited to repairing or replacing, at its option any part or parts thereof listed below, which shall within ten years after delivery of such vehicle to the original Purchaser, or prior to the time when such vehicles has been operated 100,000 miles, whichever event shall first occur. This warranty being expressly in lieu of all other warranties expressed or implied, and of all other obligations on its part, and the Company neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales of its vehicles.

2. All claims for warranty and adjustments must originate within the warranty period stated herein. All warranty claims must be submitted to and approved by the Company prior to repair.

3. Warranty work may be performed by the purchaser, however any such warranty work must first be approved by the Company in writing. The Company reserves the right to inspect the vehicle before the work is performed. The Company reserves the right to determine where the warranty work will be done and by whom. If it is determined that a part may be defective, the defective part shall be returned to the company with transportation charges prepaid. Once the company receives the part an examination shall disclose, to the companies satisfaction, that the part is defective. A replacement part and or credit will then be issued. Any parts replaced as defective must be returned to the Company prepaid for warranty credit.

4. The warranty stated above does not apply to:

- a) Any vehicle which shall have been repaired or altered outside of the Company's factory in any way so as, in the Company's judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence, or accident.
- b) Any vehicle used in competitive events.
- c) Any vehicle which has not been reasonable maintained: To include periodic tightening and cleaning of connection terminals.
- d) Any vehicle which has not been operated in its normal use.
- e) The chassis or chassis electrical parts.
- f) Replacement of items which may be repaired by routine maintenance or service adjustments.
- g) Any vehicle on which the odometer mileage has been altered.
- h) Components and or systems having their own manufacturer's warranty.

Specifically: batteries, emergency lighting, sirens, power supplies, invertors, auto ejects, etc.  
5. The Company makes no warranty what so ever in respect to parts and materials not of its manufacture. These items are usually warranted separately by their respective manufacturers. The Company's obligation under this warranty is limited to the following:

*Electrical harnesses  
Printed circuit boards/ Power Modules which are part of the main electrical system  
Control Panels  
Circuit breakers and relays  
Touch Screens shall be limited to a 4 year/100,000 mile normal operation warranty*

6. The Purchaser specifically and fully agrees without any reservations, and regardless of circumstances, that if the Company for any reason shall at its expense replace any parts, or perform any labor, upon the product(s) hereby purchased, whether before or after the warranty on such products has expired, that such acts or repeated acts by the Company shall not have the effect of changing or extending the warranty in any way and the Purchaser further agrees that all the conditions stated herein shall apply regardless of any representation, promises, or agreements separately made by any Company employee, sales representative or any other agent of the Company.

7. While the Company endeavors to be accurate, statements set forth in the Company's advertising, catalogues, sales manuals, and other sales devices, and statements made by the Company employees and sales representatives about the product manufactured by the Company are descriptive only, and the Purchaser agrees that such statements and claims in no way constitutes a warranty.

8. The Purchaser agrees that the Company shall in no way be held liable for damages from delays or loss of service of product(s) purchased here under which are out of use pending repairs or replacements by the company under its warranty, or from delays and loss of service if the Company voluntarily makes repairs or replacements in addition to the duties imposed by the warranty provided above.

LIFE LINE EMERGENCY VEHICLES, INC. reserves the unrestricted right at any time, and from time to time to make changes in the design of and/or improvements on its product without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

LIFE LINE EMERGENCY VEHICLES, INC. - Sumner, Iowa 50674





## AXALTA PAINT WARRANTY

Life Line Emergency Vehicles, Inc.

I. Warranty. This Axalta paint warranty covers the areas of the vehicle finished solely with the Axalta Coatings Systems products recommended by Axalta for **Life Line Emergency Vehicles, Inc.** (hereinafter the "Axalta Coatings System") in accordance with **Life Line Emergency Vehicles, Inc.** processes and/or systems reviewed and approved in advance by Axalta (hereinafter the "Customer Process"). A detailed description of the Axalta Coatings System and Customer Process that **Life Line Emergency Vehicles, Inc.** must utilize in order for this warranty to be applicable is attached hereto and made a part hereof. This warranty shall be in effect for a period of **SIX** years from the date the vehicle is delivered. This warranty applies to **PAINT AND LABOR**. This warranty will be prorated as follows:

Axalta Coatings System	Prorated
Axalta™ Variprime® 615S™ Self-Etching Primer	Years 1 to 3 100%
Axalta™ URO® 1340S™ Polyurethane Primer-Filler	Year 4 50%
Axalta™ Imron® Elite Productive™ Topcoat	Year 5 25%
	Year 6 10%

II. Axalta warrants that the areas finished with the Axalta Coatings System in accordance with the Customer Process will be free throughout the warranty period from the following paint failures: corrosion; blistering; cracking; peeling; hazing; chalking; delamination; unreasonable loss of gloss throughout the entire area finished.

Excluded from coverage under this warranty are the following: paint failures resulting from products not manufactured or sold by Axalta; paint failures resulting from defective substrate, improper substrate treatment or preparation, cathodic corrosion or defective vehicle design; paint failures resulting from pre-existing rust or corrosion; repairs made over previously finished areas unless stripped to bare metal or appropriate substrate; paint failures caused by improper care, such as abrasive polishes, cleaning agents, improper pressure washing, or aggressive mechanical wash systems; paint failures caused by abuse, misuse, vandalism, accidents, foreign objects, acid rain, chemical fallout or acts of nature; paint failure caused by application or removal of decals, stickers or other subsequently applied signs, artwork or lettering; any paint failure that is not inspected by an authorized Axalta representative as set forth in the Claims Procedure section.

III. Audits / Record-keeping. **Life Line Emergency Vehicles, Inc.** shall keep records of every vehicle finished and the process used. Quality checks will be in place and signed off in each area. Spot check audits will be performed on a regular basis by Axalta and will be followed up with corrective action items to be corrected by **Life Line Emergency Vehicles, Inc.** in seven (7) days or less. Failure to correct the items will result in the warranties being voided and ineffective for that time period. Panel testing is required whenever there is a change in the process, including changes in brands of filler compounds and chemicals. **Life Line Emergency Vehicles, Inc.** is responsible for sending the panels in to the Axalta laboratory.

IV. Claims Procedure. In the event a vehicle covered by the Axalta warranty demonstrates evidence of a paint failure as set forth above, the vehicle must be inspected by an authorized representative of **Life Line Emergency Vehicles, Inc.** and Axalta for a determination of whether a paint failure covered by the Axalta warranty exists. Any paint failure determined to be subject to the warranty must be approved and authorized in advance of the work by a Axalta representative and the work must be performed by a certified Axalta refinisher. If such facility is not readily available, a repair facility under the direct supervision of a Axalta representative is acceptable. In the event work is covered by this warranty, Axalta will replace the product and, if labor is included in this warranty, provide a reasonable allowance for direct labor costs. The actual labor allowance will be determined by Axalta in its sole discretion. Any paint failure determined not to be covered by the warranty will be the sole responsibility of **Life Line Emergency Vehicles, Inc.** and/or owner.

V. This letter sets forth the entire warranty made by Axalta. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTIES ARE DISCLAIMED. The remedy set forth herein shall be the sole and exclusive remedy for any breach of warranty. This warranty runs only to Life Line Emergency Vehicles, Inc. and is not transferable by **Life Line Emergency Vehicles, Inc.**

### Protect the finish on the Life-Line vehicle by following these recommendations:

While the finish is fresh (the first 30 days), rinse frequently with water. Wash the vehicle weekly. If the vehicle is extremely soiled, use a mild liquid soap (with a neutral pH between 6 and 8, not detergent. Detergents containing butyl cellosolve or potassium hydroxide should not be used.

Do not use any abrasives (brushes, chemicals or cleaners.)

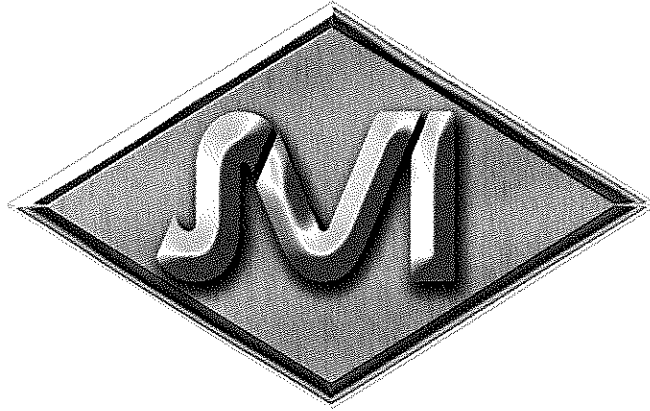
Do not wax this vehicle for the first 120 days after delivery.

Do not use any kind of scraper to remove ice or snow from the painted surface.

Do not allow diesel fuel or antifreeze to stand on the surface. Rinse with water.

Have any paint nicks or bruises touched up as soon as possible to prevent corrosion.

Park in a sheltered area whenever possible to extend the life of the finish.



## ***SERVICE, SALES AND PARTS LOCATION***

All service, sales and parts may be obtained through our office / garage facility located at the following address with additional information provided below:

**Specialty Vehicles, Inc.**

**58 George Leven Drive**

**North Attleboro, MA 02760**

**Phone: (508) 699-0616**

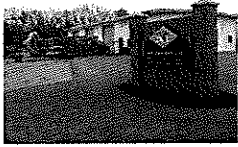
**Toll Free: (888) 699-0616**

**Fax: (508) 699-0977**

### ***CONTACT INFORMATION***

For **SERVICE** appointments & inquiries contact: [service@svine.com](mailto:service@svine.com)

For **PARTS** orders & inquiries contact: [parts@svine.com](mailto:parts@svine.com)



## Specialty Vehicles, Inc.

www.svine.com  
NORTH ATTLEBORO, MA  
888-699-0616 • 508-699-0616

### SPECIALTY VEHICLES, INC. IS A FULL SERVICE FACILITY FOR BOTH AMBULANCES AND FIRE APPARATUS

#### SALES

- ◆ WE MAINTAIN A FULL LINE OF AMBULANCES AND FIRE APPARATUS IN-STOCK / DEMONSTRATOR VEHICLES FOR IMMEDIATE DELIVERY
- ◆ ASSORTMENT OF CHASSIS' AVAILABLE FOR EXPEDITED DELIVERY

#### OUR SERVICE CENTER OFFERS THE FOLLOWING

- ◆ FULL TIME EVT CERTIFIED TECHNICIAN / TROUBLESHOOTER
- ◆ FULL TIME ASE CERTIFIED TECHNICIAN / TROUBLESHOOTER
- ◆ FULL TIME ELECTRICAL TECHNICIANS / TROUBLESHOOTER
- ◆ FULL TIME PUMP CERTIFIED TECHNICIANS

#### SPECIALTY SERVICES OFFERED

- ◆ ANNUAL PREVENTATIVE MAINTENANCE PROGRAMS
- ◆ CERTIFIED THIRD PARTY AERIAL TESTING (AS RECOMMENDED BY NFPA)
- ◆ CERTIFIED THIRD PARTY PUMP TESTING (AS RECOMMENDED BY NFPA)
- ◆ MAINTENANCE AND ELECTRICAL TROUBLESHOOTING

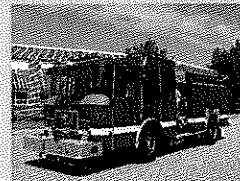
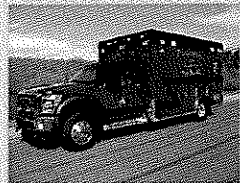
#### PARTS

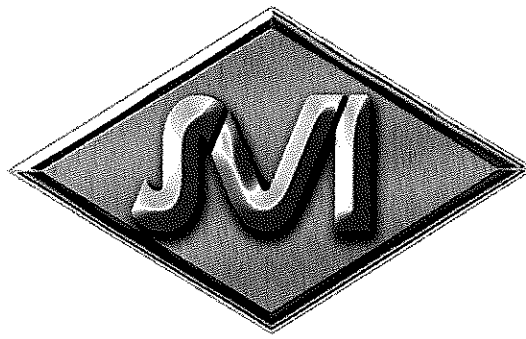
- ◆ FULL TIME PERSONNEL TO FULLFILL ANY / ALL PARTS ORDERS
- ◆ SPECIAL ORDERS ON ELECTRICAL AND FABRICATION
- ◆ OVER \$250,000 IN PARTS INVENTORY
- ◆ COMPETITIVE PRICING
- ◆ SAME DAY SHIPPING ON ALL IN-STOCK PARTS ORDERED BY 3:00 PM
- ◆ NEXT DAY AIR IS AVAILABLE, IF NEEDED

#### REPAIR / PAINT

ALL BODY, PAINT, AND ACCIDENT REPAIRS ARE CONTRACTED THRU  
M & R TRUCK & EQUIPMENT REFINISH OF WHITMAN, MA

- ◆ FACTORY AUTHORIZED AND TRAINED PERSONNEL
- ◆ 30 YEARS EXPERIENCE IN REPAIRING EMERGENCY VEHICLES
- ◆ LICENSED MASSACHUSETTS DAMAGE APPRAISER
- ◆ EMPLOYS FULL TIME EVT CERTIFIED TECHNICIANS
- ◆ CERTIFIED PAINT FACILITY WITH 40' PAINT BOOTH
- ◆ FULLY ENCLOSED SANDBLASTING FACILITY





## Specialty Vehicles, Inc.

SVI is a full service facility with EVT & ASE certified technicians for Ambulances and Fire Apparatus. Additionally, we offer and can handle all of your service and parts needs on your emergency vehicles. All sales, service and parts are arranged through our staff in North Attleboro.

These are a few of the vendors that we support.

*Please call our office for more details.*



### Hoseline, Inc.



58 George Leven Drive North Attleboro, Massachusetts 02760

Toll Free (888) 699-0616 • Phone (508) 699-0616 • Fax (508) 699-0977

www.svine.com

# AGENDA

## ITEM #11

**Contract Approval – Consulting Services Related to Appellate Tax Board Cases – George E. Sansoucy, P.E. LLC**

**Associated backup materials attached:**

- Contracts

**Proposed motion:** I move that the Board authorize the Chairman to execute 3 contracts with George Sansoucy for Appellate Tax Board cases for Nstar Electric, Bay State Gas, and Bell Atlantic in amounts not to exceed \$10,000, \$10,000 & \$2,000 as presented.

**AGREEMENT BETWEEN  
TOWN OF MEDWAY AND  
GEORGE E. SANSOUCY, P.E., LLC**

THIS AGREEMENT to provide engineering, consulting, and expert witness services with regard to the 2014 tax appeal, and subsequent years if any, filed by NSTAR Electric Company v. Board of Assessors of Medway (hereinafter referred to as the "Project"), is made the 11 day of MAY, 2016, by and between GEORGE E. SANSOUCY, P.E., LLC a Limited Liability Company duly organized under the laws of the State of New Hampshire, with a usual place of business at 89 Reed Road, Lancaster New Hampshire, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN.

**ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with services as agreed herein, including assistance and participation in mediation and settlement, preparation of a court-ready appraisal, preparation for the Appellate Tax Board hearing, and testimony at the Appellate Tax Board if necessary; and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

**ARTICLE 3: TERMS OF AGREEMENT**

The work to be performed under this Agreement shall commence upon issuance by the TOWN of a written or verbal Notice to Proceed to the CONTRACTOR.

#### **ARTICLE 4: THE CONTRACT SUM**

(a) Payments shall be made to the CONTRACTOR for services performed based upon the salary or hourly rate schedule included in the CONTRACTOR'S bid or proposal and attached hereto as an Exhibit. The CONTRACTOR shall perform his initial services under this contract as necessary for calendar year 2016 for a not-to-exceed estimate of \$10,000 without further budget authorization from the TOWN.

(b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

#### **ARTICLE 5: PAYMENT**

(a) The TOWN shall make payment as follows: The CONTRACTOR will submit periodic invoices to the TOWN for review and approval. Payment will be made within forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of each invoice for work performed, subject to (b) below.

(b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the work has been completed in accordance with this Agreement. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

#### **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## **ARTICLE 7: TERMINATION**

- (a) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (b) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

## **ARTICLE 8: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:** Town Administrator  
Town of Medway  
155 Village Street  
Medway MA 02053

**Contractor:**  
George E. Sansoucy, P.E., LLC, owner  
George E. Sansoucy, P.E., LLC  
89 Reed Rd, Lancaster NH 03584



## ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability and policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies.  
**Automobile liability insurance** shall be in the form of comprehensive automobile liability and shall provide limits of **\$1,000,000 each accident.**  
**General liability** coverage shall be in the amount of **at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.**
- (b) The CONTRACTOR shall carry a **professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim.**
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for General Liability and Automobile liability policies.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

**ARTICLE 10: [NOT APPLICABLE]**

**ARTICLE 11: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

**ARTICLE 12: PREVAILING WAGES RATE [NOT APPLICABLE]**

**ARTICLE 13: OWNERSHIP OF DOCUMENTS**

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

**ARTICLE 14: STANDARD OF CARE**

The CONTRACTOR'S services shall be performed by qualified personnel. The CONTRACTOR'S project team shall consist of those persons identified in the CONTRACTOR'S proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this agreement shall be subject to the prior written approval of the TOWN. No member of the project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence. CONTRACTOR shall not hire or compensate, in any way, a TOWN officer or employee or any member of the family of such officer or employee in the performance of such work under this contract.

**ARTICLE 15: [NOT APPLICABLE]**

**ARTICLE 16: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

**ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

**ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

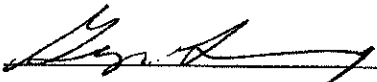
By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

IN WITNESS WHEREOF the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**CONTRACTOR:**  
**GEORGE E. SANSOUCY, PE, LLC**

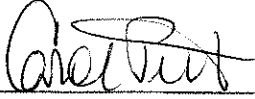
**TOWN OF MEDWAY:**  
**Board of Selectmen**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Title: OWNER/MEMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Town Accountant

Dated: 6/6/16

Funding Source:

Key Org: 01151002 5304

Approved As To Form

  
Town Counsel

Chief Procurement Officer

Dated: \_\_\_\_\_

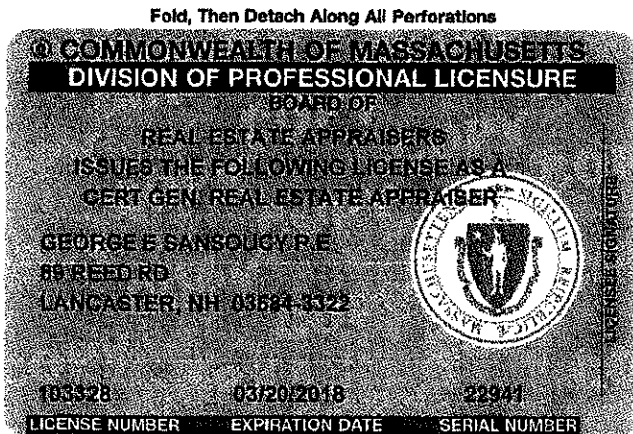
Account:

Dated: 5/23/16

Please visit our web site at <http://www.mass.gov/dpl/boards/RA>

GEORGE E SANSOUCY P.E  
89 REED RD  
LANCASTER, NH 03584-3322

(RA)



**AGREEMENT BETWEEN  
TOWN OF MEDWAY AND  
GEORGE E. SANSOUCY, P.E., LLC**

THIS AGREEMENT to provide engineering, consulting, and expert witness services with regard to the 2014 tax appeal, and subsequent years if any, filed by C & C Realty Trust C/O Bell Atlantic v. Board of Assessors of Medway (hereinafter referred to as the "Project"), is made the 11 day of MAY, 2016, by and between GEORGE E. SANSOUCY, P.E., LLC a Limited Liability Company duly organized under the laws of the State of New Hampshire, with a usual place of business at 89 Reed Road, Lancaster New Hampshire, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

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**Town of Medway:** Town Administrator  
Town of Medway  
155 Village Street  
Medway MA 02053

**Contractor:**  
George E. Sansoucy, P.E., LLC, owner  
George E. Sansoucy, P.E., LLC  
89 Reed Rd, Lancaster NH 03584



## ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability and policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies.  
**Automobile liability insurance** shall be in the form of comprehensive automobile liability and shall provide limits of **\$1,000,000 each accident**.  
**General liability** coverage shall be in the amount of **at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability**.
- (b) The CONTRACTOR shall carry a **professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim**.
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for General Liability and Automobile liability policies**. Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

**ARTICLE 10: [NOT APPLICABLE]**

**ARTICLE 11: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

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**ARTICLE 13: OWNERSHIP OF DOCUMENTS**

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

**ARTICLE 14: STANDARD OF CARE**

The CONTRACTOR'S services shall be performed by qualified personnel. The CONTRACTOR'S project team shall consist of those persons identified in the CONTRACTOR'S proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this agreement shall be subject to the prior written approval of the TOWN. No member of the project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence. CONTRACTOR shall not hire or compensate, in any way, a TOWN officer or employee or any member of the family of such officer or employee in the performance of such work under this contract.

**ARTICLE 15: [NOT APPLICABLE]**

**ARTICLE 16: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

**ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

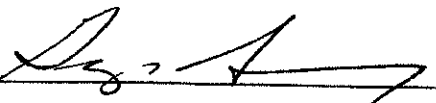
**ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**IN WITNESS WHEREOF** the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**CONTRACTOR:**  
**GEORGE E. SANSOUCY, PE, LLC**

By:   
Title: OWNER/MEMBER

**TOWN OF MEDWAY:**  
**Board of Selectmen**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Town Accountant**

\_\_\_\_\_  
**Chief Procurement Officer**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Funding Source:

Key Org: \_\_\_\_\_

Account:

Approved As To Form

\_\_\_\_\_  
**Town Counsel**

Dated: \_\_\_\_\_



**George E. Sansoucy, PE, LLC**  
Engineers & Appraisers

**2016**

**ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers and senior appraisers, including court testimony and deposition attendance .....	\$290.00/hour
Research engineers, associates, appraisers, MBAs .....	\$225.00/hour
Technical personnel .....	\$175.00/hour
Clerical personnel .....	\$125.00/hour

\* All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: in-house copies, meals, mileage, office supplies, postage, telecommunications charges, and tolls.

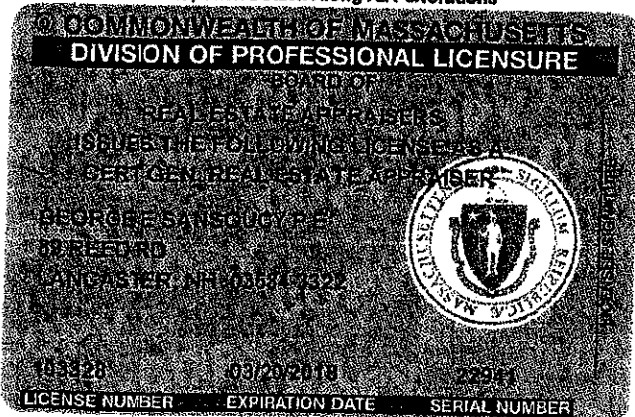
Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, parking, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

Please visit our web site at <http://www.mass.gov/dpl/boards/RA>

GEORGE E SANSOUCY P.E  
89 REED RD  
LANCASTER, NH 03584-3322

(RA)

Fold, Then Detach Along All Perforations





# CERTIFICATE OF LIABILITY INSURANCE

SANSG-1

OP ID: JW

DATE (MM/DD/YYYY)

05/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall Insurance Agency 92 Main Street Lancaster, NH 03584	CONTACT NAME:		
	PHONE (A/C, No, Ext):	603-788-4657	FAX (A/C, No): 603-788-3504
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: LIBERTY MUTUAL	
INSURED George E. Sansoucy PE LLC 86 Reed Road Lancaster, NH 03584		INSURER B: LANDMARK AMERICAN INS CO	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOP8350354	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 CSL \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
Y	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC8739342	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	LANDMARK AMERICAN		LHR754280	11/29/2015	11/29/2016	PROF LIAB 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONSULTING; OWNER GEORGE SANSOUCY IS EXCLUDED ON THE WORKERS COMP POLICY. COVERAGE IS PROVIDED IN THE STATES OF NH, MA & VT.

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF MEDWAY 155 VILLAGE ST MEDWAY, MA 02053	TOWNMED	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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**AGREEMENT BETWEEN  
TOWN OF MEDWAY AND  
GEORGE E. SANSOUCY, P.E., LLC**

THIS AGREEMENT to provide engineering, consulting, and expert witness services with regard to the 2014 tax appeal, and subsequent years if any, filed by Bay State Gas Company v. Board of Assessors of Medway (hereinafter referred to as the "Project"), is made the 11 day of MAY, 2016, by and between GEORGE E. SANSOUCY, P.E., LLC a Limited Liability Company duly organized under the laws of the State of New Hampshire, with a usual place of business at 89 Reed Road, Lancaster New Hampshire, (hereinafter referred to as the "CONTRACTOR"), and the Town of Medway, (hereinafter referred to as the "TOWN").

WITNESSETH that the CONTRACTOR and the TOWN, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: CONTRACT DOCUMENTS**

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- 1) This Agreement between TOWN and CONTRACTOR
- 2) CONTRACTOR'S bid or proposal
- 3) Invitation for bids, bid specifications, request for proposals or purchase description
- 4) Copies of all required bonds, certificates of insurance and licenses required under the contract,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the TOWN.

**ARTICLE 2: SCOPE OF WORK**

The CONTRACTOR shall furnish all materials, labor and equipment, and perform all work required in order to provide the Town with services as agreed herein, including assistance and participation in mediation and settlement, preparation of a court-ready appraisal, preparation for the Appellate Tax Board hearing, and testimony at the Appellate Tax Board if necessary; and the CONTRACTOR agrees to do everything required by this Agreement and the Contract Documents.

**ARTICLE 3: TERMS OF AGREEMENT**

The work to be performed under this Agreement shall commence upon issuance by the TOWN of a written or verbal Notice to Proceed to the CONTRACTOR.



#### **ARTICLE 4: THE CONTRACT SUM**

(a) Payments shall be made to the CONTRACTOR for services performed based upon the salary or hourly rate schedule included in the CONTRACTOR'S bid or proposal and attached hereto as an Exhibit. The CONTRACTOR shall perform his initial services under this contract as necessary for calendar year 2016 for a not-to-exceed estimate of \$10,000 without further budget authorization from the TOWN.

(b) Subject to Appropriation. The obligations of the TOWN hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the TOWN for damages, lost profits, penalties, or other charges arising from early termination.

#### **ARTICLE 5: PAYMENT**

(a) The TOWN shall make payment as follows: The CONTRACTOR will submit periodic invoices to the TOWN for review and approval. Payment will be made within forty-five days after receipt by the TOWN office as stamped in by the appropriate TOWN office, of each invoice for work performed, subject to (b) below.

(b) With any invoice, the CONTRACTOR shall submit evidence satisfactory to the TOWN that the work has been completed in accordance with this Agreement. The billings shall include, if applicable, all charges for CONTRACTOR, subcontractors, plans, equipment, models, renderings, travel, reproductions, postage and delivery, and all other expenses. There shall not be any markup for overhead, administration or profit for any of the above listed services.

#### **ARTICLE 6: NON-PERFORMANCE**

In the case of any default on the part of the CONTRACTOR with respect to any of the terms of this Agreement, the TOWN shall give written notice thereof, and if said default is not made good within such time as the TOWN shall specify in writing, the TOWN shall notify the CONTRACTOR in writing that there has been a breach of the Agreement, and thereafter the TOWN shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the TOWN shall determine, and the CONTRACTOR shall pay the TOWN any money that the TOWN shall pay another CONTRACTOR for the completion of the work, in excess of what the TOWN would have paid the CONTRACTOR for the completion of the work, and the CONTRACTOR shall reimburse the TOWN for all expenses incurred by reason of said breach. In case of such breach, the CONTRACTOR shall be entitled to receive payment only for work satisfactorily completed prior to said breach, less any retainage the TOWN is entitled to. The amount of any balance due the CONTRACTOR shall be determined by the TOWN and certified to the CONTRACTOR.

## **ARTICLE 7: TERMINATION**

- (a) Notwithstanding any other provision of this Agreement, the TOWN reserves the right at any time to suspend or terminate this Agreement in whole or in part for its convenience upon fourteen days written notice to CONTRACTOR. TOWN shall incur no liability by reason of such termination for convenience except for the obligation to pay for work performed and accepted accruing through the date of termination less any offset or claim of TOWN. Such obligation shall not exceed the available appropriation. CONTRACTOR shall have no right to recover other amounts, including but not limited to amounts for lost profits, indirect, incidental or consequential damages.
- (b) If for any reason the TOWN terminates the Agreement due to lack of funding, CONTRACTOR hereby releases the TOWN and every member, agency, and agent thereof from all claims and liability to the CONTRACTOR for everything done, furnished for or relating to the work pursuant to this agreement.
- (c) The CONTRACTOR shall have the right to terminate this Agreement if the TOWN fails to make payment within 45 days after it is due.

## **ARTICLE 8: NOTICE**

All notices required to be given under this Agreement shall be in writing and shall be effective upon receipt by hand delivery or certified mail to:

**Town of Medway:** Town Administrator  
Town of Medway  
155 Village Street  
Medway MA 02053

**Contractor:**  
George E. Sansoucy, P.E., LLC, owner  
George E. Sansoucy, P.E., LLC  
89 Reed Rd, Lancaster NH 03584

## ARTICLE 9. INSURANCE

- (a) The CONTRACTOR shall, at its own expense, obtain and maintain motor vehicle liability insurance and general liability and policies protecting the TOWN in connection with any operations included in this Agreement, and shall have the TOWN as an additional insured on the policies.  
**Automobile liability insurance** shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 each accident.  
**General liability** coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and property damage liability.
- (b) The CONTRACTOR shall carry a **professional malpractice or an errors and omissions policy with limits of at least \$1,000,000 per claim.**
- (c) The CONTRACTOR shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Mass. General Laws chapter 152, as amended, to all employed under the Agreement and shall continue such insurance in full force and effect during the term of the Agreement.
- (d) All insurance coverage shall be in force from the time of the Agreement to the date when all work under the Contract is completed and accepted by the TOWN. **Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the TOWN and shall list the TOWN as additional insured for General Liability and Automobile liability policies.** Since this insurance is normally written on a year-to-year basis, the CONTRACTOR shall notify the TOWN should coverage become unavailable or if its policy should change. Any cancellation of insurance, whether by the insurers or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.
- (e) The CONTRACTOR shall indemnify, defend, and save harmless the TOWN and all of the TOWN'S officers, agents and employees from and against all suits and claims of liability of every name and nature, including costs of defending any action, for or on account of any injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the CONTRACTOR, subcontractors and its and their agents or employees in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the CONTRACTOR under the Agreement.

**ARTICLE 10: [NOT APPLICABLE]**

**ARTICLE 11: SUBCONTRACTING OF WORK**

The CONTRACTOR shall not subcontract any of the work that it is required to perform under this Agreement to any corporation, entity or person without the prior written approval of the TOWN.

**ARTICLE 12: PREVAILING WAGES RATE [NOT APPLICABLE]**

**ARTICLE 13: OWNERSHIP OF DOCUMENTS**

Upon completion of the final payment to the CONTRACTOR, the TOWN shall be the owner of all plans, specifications, electronic data and computations created by the CONTRACTOR that relate to this Agreement. The TOWN agrees that the information contained therein was produced specifically for this Agreement and agrees to hold the CONTRACTOR harmless from any liability of the TOWN'S use of these documents in any future project not directly related to the subject matter of this Agreement.

**ARTICLE 14: STANDARD OF CARE**

The CONTRACTOR'S services shall be performed by qualified personnel. The CONTRACTOR'S project team shall consist of those persons identified in the CONTRACTOR'S proposal. The employment by the CONTRACTOR of subcontractors for any of the services under this agreement shall be subject to the prior written approval of the TOWN. No member of the project team shall be replaced without the consent of the TOWN. The TOWN shall have the right to require the CONTRACTOR to remove any personnel from the project for reasonable cause. The CONTRACTOR shall perform its services in accordance with the highest professional standards of skill, care, and diligence. CONTRACTOR shall not hire or compensate, in any way, a TOWN officer or employee or any member of the family of such officer or employee in the performance of such work under this contract.

**ARTICLE 15: [NOT APPLICABLE]**

**ARTICLE 16: GOVERNING LAW**

The CONTRACTOR shall perform the work required under this Agreement in conformity with requirements and standards of the TOWN and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

This Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and all other applicable by-laws and administrative rules, regulations and orders.

**ARTICLE 17: BINDING AGREEMENT AND ASSIGNMENT OF INTEREST**

This Agreement shall be binding upon the TOWN and the CONTRACTOR and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the TOWN and the CONTRACTOR. Neither the TOWN nor the CONTRACTOR shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

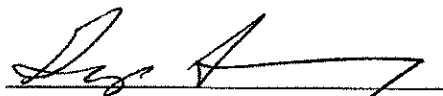
**ARTICLE 18: LICENSURE AND COMPLIANCE WITH MASSACHUSETTS TAX LAW**

By executing this Agreement, CONTRACTOR agrees and certifies that it is licensed to perform the services required by this Agreement, and that it will secure such licensure for so long as it is bound to perform services under this Agreement. Documentation of such licensure shall be attached to this Agreement as part of Exhibit B. CONTRACTOR shall comply with all applicable laws, ordinances, rules or regulations or codes of the State or Town in performing the work embraced by this Agreement. Pursuant to Mass. General Laws chapter 62C, section 49A, the CONTRACTOR certifies under the penalties of perjury that the CONTRACTOR has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

**IN WITNESS WHEREOF** the parties hereto have executed copies of this Agreement the day and year first above written. \*

\*If a Corporation, attach to each signed copy of this Agreement an attested copy of the vote of the Corporation authorizing the said signing and sealing.

**CONTRACTOR:**  
**GEORGE E. SANSOUCY, PE, LLC**

By: 

Title: OWNER/MEMBER

**TOWN OF MEDWAY:**  
**Board of Selectmen**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Carol Runt

**Town Accountant**

Dated: 6/6/16

**Funding Source:**

Key Org: 01151002 5304

Approved As To Form

Beth

**Town Counsel**

**Chief Procurement Officer**

Dated: \_\_\_\_\_

Account:

Dated: 5/23/16



George E. Sansoucy, PE, LLC  
Engineers & Appraisers

2016

**ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers and senior appraisers, including court testimony and deposition attendance .....	\$290.00/hour
Research engineers, associates, appraisers, MBAs .....	\$225.00/hour
Technical personnel .....	\$175.00/hour
Clerical personnel .....	\$125.00/hour

\* All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: in-house copies, meals, mileage, office supplies, postage, telecommunications charges, and tolls.

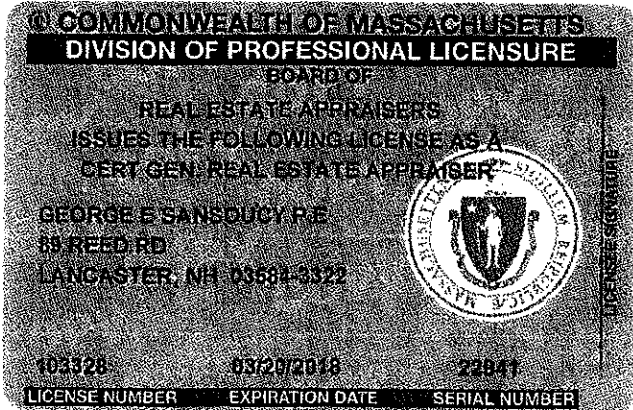
Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, parking, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

Please visit our web site at <http://www.mass.gov/dpl/boards/RA>

GEORGE E SANSOUCY P.E  
89 REED RD  
LANCASTER, NH 03584-3322

(RA)

Fold, Then Detach Along All Perforations





# **AGENDA**

# **ITEM #12**

## **Inter-Municipal Agreement with the Town of Millis for Animal Control Services**

Please Note: Material to be provided under separate cover.

**No associate backup materials.**

# **AGENDA**

# **ITEM #13**

**Discussion/Vote – Counsel Representation for  
Cable License Renewal Process**

**No associate backup materials.**

# AGENDA

## ITEM #14

### **Approval – One-Day Liquor License Requests**

- a. Steve & Sue House – Thayer Homestead – July 8, 2016
- b. Michael Josephs – Thayer Homestead – July 9, 2016
- c. Patrick Smith – Thayer Homestead – July 22, 2016
- d. Brittany O’Malley – Thayer Homestead – July 23, 2016
- e. Tom Amlicke – Thayer Homestead – July 31, 2016

### **Associated backup materials attached:**

- Applications
- Police Chief’s Recommendations

**Proposed Motion:** I move that the Board approve one-day liquor licenses for Steve & Sue Houde, Michael Josephs, Patrick Smith, Brittany O’Malley and Tom Amlicke on the dates requested for events at the Thayer Homestead subject to Police Chief’s recommendations and evidence of appropriate insurance coverage.



## Town of Medway

### BOARD OF SELECTMEN

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

#### APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol \_\_\_\_\_ Wine and Malt

Event HS Graduation Party

Name of Organization/Applicant Steven & Susan Houde

Address 184 main St medway ma 02053

FID# \_\_\_\_\_

Non-Profit Organization Y \_\_\_\_\_ N

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date July 8, 2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5pm - 11pm

Is event open to the general public? Y \_\_\_\_\_ N

Estimated attendance 50

Will there be an age restriction? Y \_\_\_\_\_ N

Minimum age allowed:

How, where and by whom will ID's be checked? Hosts will check

Is there a charge for the beverages? Y \_\_\_\_\_ N X

Price structure: Ø

Alcohol server(s)  
Attach Proof of Alcohol Server Training

Beer & wine served to guests over 21 by hosts.

Provisions for Security, Detail Officer \_\_\_\_\_

Does the applicant have knowledge of State liquor laws? Y \_\_\_\_\_ N \_\_\_\_\_

Experience \_\_\_\_\_

The following may be required:  
Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 5-15-16

Applicant's Signature Susan M Houde

Applicant's Name Susan M. Houde

Address 184 main St medway ma 02053

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date



# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

May 24, 2015

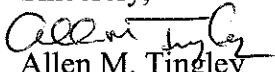
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Graduation party

I have reviewed the request from Steven and Susan Houde for a one day liquor license (wine and Malt) for a graduation party, to be held at the Thayer House, 2B Oak Street, on July 8, 2015. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages are purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and that a responsible adult will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$0

All Alcohol Yes Wine and Malt Yes

Event Wedding Reception at Thayer Homestead

Event Location Thayer Homestead

Event Date July 9, 2016

Event Hours 3:30-10 (No later than 1:00 AM; Last call 12:30 AM) **bar will close at 8:30**

Name of Organization/Applicant Michael Josephs

Address 49 Royal Oaks Way Leominster, MA 01453

FID# N/A

Non-Profit Organization Y        N X

Attach non-profit certificate of exemption

Is event open to the general public? Y        N X

Estimated attendance 150-200

Will there be an age restriction? Y        N X

Minimum age allowed:

How, where and by whom will ID's be checked? \_\_\_\_\_

We are hiring a professional, licensed and insured bartending service. They will handle all alcohol and check all ID's and monitor consumption at the bar.  
Is there a charge for the beverages? Y \_\_\_\_\_ N

Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_

Attach Proof of Alcohol Server Training

Please reach out to Gigi at Helping Hands for Your Event

Provisions for Security, Detail Officer N/A

Does the applicant have knowledge of State liquor laws? Y  N \_\_\_\_\_

Experience Professional bartending service is hired for event and will handle all alcohol

The following may be required:

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 6/6/16

Applicant's Signature 

Applicant's Name Michael Josephs

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date





# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

June 6, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One-Day Liquor request – Thayer House – Josephs Wedding Reception

I have reviewed the application for the <sup>one</sup> day liquor license request for the Joseph's wedding reception scheduled for July 9, 2016 at the Thayer House.

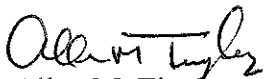
I approve of the issuing of the permits with the following condition.

There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. Alcohol service will be provided by Extra Hands for Your Event. All bartenders are TIPS certified servers.

I would also recommend the hiring of one four hour detail officer for this event to assist with traffic movement and parking of motor vehicles for this event. It was reported in the application that up to 200 hundred individuals could be attending this event.

Respectfully Submitted

  
Allen M. Tingley  
Chief of Police



Town of Medway

**BOARD OF SELECTMEN**

155 Village Street, Medway MA 02053  
Ph. (508) 533-3264 Fax: (508) 321-4899

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$0

All Alcohol \_\_\_\_\_ Wine and Malt

Event Wedding Reception

Name of Organization/Applicant Patrick Smith

Address 24 Glen Meadow Road

FID# \_\_\_\_\_

Non-Profit Organization Y \_\_\_\_\_ N

Attach non-profit certificate of exemption

Event Location Thayer House

Event Date July 22nd 2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y \_\_\_\_\_ N

Estimated attendance 90

Will there be an age restriction? Y \_\_\_\_\_ N

Minimum age allowed:

How, where and by whom will ID's be checked? Alcohol will be self-serve

Is there a charge for the beverages? Y \_\_\_\_\_ N

Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_

Attach Proof of Alcohol Server Training \_\_\_\_\_

Provisions for Security, Detail Officer \_\_\_\_\_

Does the applicant have knowledge of State liquor laws? Y \_\_\_\_\_ N

Experience \_\_\_\_\_

The following may be required:

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application 02/17/16

Applicant's Signature Patricia Smith

Applicant's Name Patricia Smith

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date



# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

February 19, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One-Day Liquor request – Thayer House – Smith Wedding Reception

I have reviewed the application for the <sup>one</sup> day liquor license request for the Smith wedding reception scheduled for July 22, 2016 at the Thayer House.

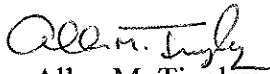
I approve of the issuing of the permit with the following conditions.

There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license, including the stipulation that all alcohol/wine served at the event will be purchased from a licensed alcohol liquor distributor, as indicated on the license application.

A responsible adult will be checking ID's of individuals being served alcohol at this event.

Respectfully Submitted

  
Allen M. Tingley  
Chief of Police

**Board of Selectmen**

Dennis P. Crowley, Chair  
John A. Foresto, Vice-Chair  
Richard A. D'Innocenzo, Clerk  
Glenn D. Trindade  
Maryjane White



Medway Town Hall  
155 Village Street  
Medway, MA 02053  
Phone (508) 533-3264  
Fax (508) 321-4988

**TOWN OF MEDWAY  
COMMONWEALTH OF MASSACHUSETTS**

**APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE**

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

There is no fee for this license.

All Alcohol \_\_\_\_\_ Wine and Malt

Event Celebration for those who couldn't attend destination wedding

Name of Organization/Applicant Brittany Ormalley - Josh Penner

Address 88 Mills #103 Wansknet, RI 02895

Non-Profit Organization Y \_\_\_\_\_ N

Attach non-profit certificate of exemption

Event Location Trayer Homestead

Event Date 7/23/10

Event Hours (No later than 1:00 AM; Last call 12:30 AM) 5-11pm

Is event open to the general public? Y \_\_\_\_\_ N

Estimated attendance 130

Will there be an age restriction? Y \_\_\_\_\_ N   
Minimum age allowed: \_\_\_\_\_

How, where and by whom will ID's be checked? BarTenders

Starr Kelley - special occasion servers 508-429-1000

Is there a charge for the beverages? Y \_\_\_\_\_ N   
Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_  
Attach Proof of Alcohol Server Training

Special occasion servers - Starr Kelley

Provisions for Security, Detail Officer \_\_\_\_\_

Does the applicant have knowledge of State liquor laws? Y  N \_\_\_\_\_

Experience \_\_\_\_\_

The following may be required:  
Police Dept. - Detail; Fire Dept. - Detail; Board of Health - Food Permit; Building Dept. - Tent Permit

Date of Application 4/26/16

Applicant's Signature Bobby Orralley

Applicant's Name Bobby Orralley

Address 88 Mill St #103 Wrentham, RI 02895



The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date \_\_\_\_\_

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date \_\_\_\_\_

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date \_\_\_\_\_

The board of selectmen and the board of health



Allen M. Tingley  
Chief of Police

# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

May 24, 2016

To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One-Day Liquor request – Thayer House – OMalley/Pavao Wedding Reception

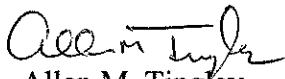
I have reviewed the application for the <sup>one</sup> day liquor license for the OMalley/Pavao wedding reception scheduled for July 23, 2016 at the Thayer House.

I approve of the issuing of the permits with the following condition.

There will be no on-street parking on either side of Oak Street or Mechanic Street. Additional parking may be found at the Choate Park complex and in the rear parking lot off of Winthrop Street.

The serving of the beer and wine will comply with the standards set forth in the Town of Medway's liquor policy for a one day alcoholic beverage license. All alcohol served at the event will be purchased from a licensed wholesale distributor as specified on the one-day liquor license application and required by the Alcohol Beverage Control Commission. Alcohol service will be provided by TIPS certified bartenders from Special Occasions Servers

Respectfully Submitted

  
Allen M. Tingley  
Chief of Police



Town of Medway

BOARD OF SELECTMEN

155 Village Street, Medway MA 02053
Ph. (508) 533-3264 Fax: (508) 321-4899

APPLICATION FOR SPECIAL ONE-DAY LIQUOR LICENSE

MGL c.138, §14

Application for the purpose of selling or dispensing the following beverages permitted by law. A Section 12 license holder may not also be granted a Section 14 (one-day) license unless event is held at a separate location. A person holding a Section 14 license cannot purchase alcoholic beverages from a package store. Purchase must be made from a licensed wholesaler/importer, manufacturer, farmer-winery/brewery, or special permit holder.

For Profit Businesses are eligible for wine and malt license only.

Application must be submitted at least two weeks prior to event.

Fee: \$50 (May be waived at Board of Selectmen's discretion)

All Alcohol \_\_\_\_\_ Wine and Malt X

Event Amlicke Family 50th Birthday and Graduation Party

Name of Organization/Applicant Thomas R. Amlicke Jr.

Address 61 Gregory Road

FID# \_\_\_\_\_

Non-Profit Organization Y \_\_\_\_\_ N X

Attach non-profit certificate of exemption

Event Location Thayer Homestead

Event Date July 31st, 2016

Event Hours (No later than 1:00 AM; Last call 12:30 AM)

Is event open to the general public? Y \_\_\_\_\_ N X

Estimated attendance 90-100

Will there be an age restriction? Y \_\_\_\_\_ N X

Minimum age allowed:



How, where and by whom will ID's be checked? Parents and family members

Is there a charge for the beverages? Y \_\_\_\_\_ N X

Price structure: \_\_\_\_\_

Alcohol server(s) \_\_\_\_\_

Attach Proof of Alcohol Server Training \_\_\_\_\_

Provisions for Security, Detail Officer \_\_\_\_\_

Does the applicant have knowledge of State liquor laws? Y X N \_\_\_\_\_

Experience No one under 21 will drink alcohol

The following may be required:

Police Dept. – Detail; Fire Dept. – Detail; Board of Health – Food Permit; Building Dept. – Tent Permit

Date of Application April 6, 2016

Applicant's Signature \_\_\_\_\_

Applicant's Name Thomas R. Amlicke Jr.

Address 61 Gregory Road, Holliston, MA 01746

The Board of Selectmen's Office will forward this application to the Police, Fire, and Building Departments and the Board of Health for approval and recommendations.

Police Department \_\_\_\_\_  
315 Village St \_\_\_\_\_ Date

Fire Department \_\_\_\_\_  
44 Milford St \_\_\_\_\_ Date

Board of Health \_\_\_\_\_  
Town Hall, 2<sup>nd</sup> Fl \_\_\_\_\_ Date

Building Department \_\_\_\_\_  
Town Hall, 1<sup>st</sup> Fl \_\_\_\_\_ Date



# Medway Police Department

315 Village Street  
Medway, MA 02053

Phone: 508-533-3212  
FAX: 508-533-3216  
Emergency: 911

Allen M. Tingley  
Chief of Police

April 15, 2016

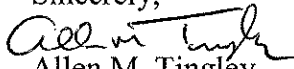
To: Michael Boynton  
Town Administrator

From: Allen M. Tingley  
Chief of Police

Re: One day liquor license- Thayer Property- Graduation Party

I have reviewed the request from Thomas Amlicke Jr for a one day wine and malt license for a 50<sup>th</sup> birthday party/ graduation party, to be held at the Thayer House, 2B Oak Street, on July 31, 2016. I approve of the issuance of this one day liquor license with the stipulation that the alcoholic beverages be purchased from a licensed alcohol wholesale distributor, as indicated on the license application and the Town of Medway's Alcohol Policy, there will be no on-street parking on Mechanic Street and Oak Street and a responsible adult with some knowledge of Mass liquor laws will be checking ID's of individuals being served alcohol at the party.

Sincerely,

  
Allen M. Tingley  
Chief of Police

# AGENDA

# ITEM #15

## Annual Committee Appointments (cont.)

### Associated backup materials attached:

- FY17 List of Reappointments and Vacancies

**Proposed Motion:** I move that the Board reappoint the incumbent Board and Committee members as listed on the summary sheet for the customary terms associated with their respective boards and committees.

<b><u>Board</u></b>	<b><u>Openings</u></b>	<b><u>Name</u></b>	<b><u>Action Needed</u></b>
Affordable Housing Committee	1	Teresa O'Brien	Reappoint for a 2 year term
Affordable Housing Trust	2	Glenn Trindade John Maguire	Reappoint for a 2 year term Reappoint for a 2 year term
Constables	3	Gary Eklund William Pride Paul Trufant	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Evaluation of Parks, Fields & Recreation Areas Committee	1	Michael Francis	Reappoint for a 1 year term
Memorial Committee	9	Peter Ciolek Douglas Downing John Larney Michael Matondi Richard Parrella Robert Saleski Francis Saunders Allen Tingley Paul Trufant	Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term Reappoint for a 1 year term
Rt. 109 Design Advisory Committee	5	Maryjane White Matt Buckley Paul Yorkis Dan Hooper Dennis Crowley	Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term Reappoint for a 3 year term
Representative to Charles River Pollution Control District	1	Paul DeSimone	Reappoint for a 3 year term

**List of Vacancies:**

- Cemetery Commission, 1 Vacancy
- Council on Aging, 1 Vacancy
- Disability Committee, 3 Vacancies
- Energy Committee, 1 Vacancy
- Historical Commission, 2 Vacancies
- Medway Cultural Council, 2 Vacancies
- Pride Day Committee, 2 Vacancies
- Town Wide Energy Committee, 1 Vacancy

# **AGENDA**

# **ITEM #16**

## **Assignment of Board of Selectmen Liaison Designations**

**Associated backup materials attached:**

- FY16 Liaison List

**Board of Selectmen  
Liaison Positions  
FY 2016**

Affordable Housing Commission	Glenn Trindade
Affordable Housing Trust	Glenn Trindade
Board of Assessors	Dennis Crowley
Board of Health	Richard D’Innocenzo
Board of Library Trustees	John Foresto
Cable Advisory Committee	John Foresto
Capital Improvement Planning Committee	Dennis Crowley
Community Preservation Committee	Maryjane White
Conservation Commission	Glenn Trindade
Constables	John Foresto
DPS Facility Building Committee	Glenn Trindade
Economic Development Board	Maryjane White
Finance Committee	Dennis Crowley
GATRA	Maryjane White
Housing Authority	Richard D’Innocenzo
MBTA Advisory Board	Richard D’Innocenzo
Medway Community Farm	Glenn Trindade
Norfolk County Advisory Board	[Michael Boynton]
Open Space	Glenn Trindade
Park Commission	Richard D’Innocenzo
Planning and Economic Development Board	Glenn Trindade
School Committee Rep	Dennis Crowley
	Richard D’Innocenzo
SWAP	Glenn Trindade
Town Clerk	Maryjane White
Town Counsel	Dennis Crowley
Town Moderator	Glenn Trindade
Town Wide Energy Committee	John Foresto
Tri County Vocational School	Glenn Trindade
Water & Sewer Commission	Glenn Trindade
Zoning Board of Appeals	Glenn Trindade

# **AGENDA**

# **ITEM #17**

**Approval of Warrants**

**Warrants to be provided at meeting**

# **AGENDA**

## **ITEM #18**

### **Approval of Minutes**

#### **Associated backup materials attached:**

- 12/21/15 Draft Minutes



**Board of Selectmen’s Meeting  
December 21, 2015, 7:00 PM  
Sanford Hall, Town Hall  
155 Village Street**

**Present: John Forest, Chair; Maryjane White, Vice Chair; Richard D’Innocenzo, Clerk; Dennis Crowley, Member; and Glenn Trindade, Member.**

Staff Present: Michael Boynton, Town Administrator; Allison Potter, Assistant Town Administrator; Carol Pratt, Finance Director; Susy Affleck-Childs, Planning and Economic Development Coordinator; Donna Greenwood, Principal Assessor; Jeffery Lynch, Fire Chief; Michael Fasolino, Assistant Fire Chief; Mary Becotte, Communications Director; Missy Dziczek, Director, Council on Aging.

Others Present: Lauren Goldberg, Kopelman & Paige PC; Peter Sigrist and Kelly O’Rourke, Capital Improvement Planning Committee; Bruce Hamblin, Agricultural Committee; Tom Gay and Matt Buckley, Design Review Committee.

\*\*\*\*\*

At 7:00 PM Chairman Foresto called the meeting to order and led the Pledge of Allegiance. At this time, he announced that the Executive Session would be moved to the end of the meeting for the convenience of staff and residents attending tonight’s Public Session.

**Public Comments:** None.

**Town Counsel Appointment:**

*The Board reviewed the following information: (1) Correspondence from Petrini & Associates; and (2) Kopelman & Paige proposal.*

Present: Lauren Goldberg, Kopelman & Paige PC.

Mr. Boynton briefly reviewed Barbara Saint Andre’s work and expertise, noting that he received notification that she was returning to Kopelman & Paige (K&P). Ms. Goldberg introduced herself, briefly speaking about Kopelman & Paige and her position as lead attorney. She understands the intricacies of running a firm and supplying services to municipalities. K&P has a model of services serving as either primary counsel or consulting with other attorneys at the firm. She directed the Board’s attention to the proposal, which is slightly different from that offered by Petrini & Associates but in line with it. Any work done during transition from one firm to another will be completed at no charge as we get up to speed on current matters.

Mr. Boynton stated he has worked with Kopelman & Page for many years in various communities, and as Ms. Saint Andre’s work is excellent, he saw no need to discontinue working with her.

Brief discussion followed. The proposal is meant to be a starting place and we will work out details as we go along. Ms. Saint Andre knows the full extent of what services might entail.

1 **Selectman Trindade moved that the Board appoint Kopelman & Paige PC as Town Counsel effective**  
2 **January 11, 2016, as proposed with an hourly rate of \$185; Selectman White seconded. No**  
3 **discussion. VOTE: 5-0-0.**

4  
5 **Appointment – Board of Assessors – Kathryn Regan:**

6 *The Board reviewed an email from Kathryn Regan.*

7  
8 Present: Donna Greenwood, Kathryn Regan.

9  
10 Mr. Boynton noted that the Board of Assessors pays an integral role in the preparation  
11 of the budget as the tax billing process is central to it. We need at least two signatures on the tax bills.  
12 He announced that Bill Oldmixon has just stepped down.

13  
14 Ms. Regan stated that she has lived in Medway for many years, owning three homes as well as other  
15 properties.

16  
17 **Selectman Trindade moved that the Board appoint Ms. Kathryn Regan to the Board of Assessors for a**  
18 **term to expire on June 30, 2018; Selectman White seconded. No discussion. VOTE: 5-0-0.**

19  
20 **Introductions –Communications Director Mary Becotte; Treasurer/Collector Joanne Russo; Assistant**  
21 **Fire Chief Michael Fasolino:**

22 *There were no background materials.*

23  
24 Present: Mary Becotte, Communications Director; Joanne Russo, Treasurer/Collector; and  
25 Michael Fasolino, Assistant Fire Chief.

26  
27 Mr. Boynton stated that Melanie Phillips retired and someone from the department was promoted.  
28 Joanne Russo was the Assistant Treasurer/Collector. Additionally, there are two new positions of  
29 Assistant Fire Chief and Communications Director. He introduced all three individuals, Joanne Russo,  
30 Michael Fasolino and Mary Becotte. Board members thanked them for their service and willingness to  
31 accept new responsibilities including Ms. Becotte who is a new employee.

32  
33 **Authorization to Expend Mass. Council on Aging Grant - \$600:**

34 *The Board reviewed the following information: (1) Grant Expenditure Authorization Form; and (2) Grant.*

35  
36 Present: Missy Dziczek, Director, Council on Aging.

37  
38 Ms. Dziczek stated they recently learned we had an opportunity to apply for these grants. This will allow  
39 us to hire some people to come in and offer some new programs/workshops.

40  
41 **Selectman D’Innocenzo moved that the Board authorize the expenditure of this grant in the amount**  
42 **of \$600; Selectman Trindade seconded. No discussion. VOTE: 5-0-0.**

43  
44 **Authorization to Expend State 911 Grant - \$30,194:**

45 *The Board reviewed the following information: (1) Grant Expenditure Authorization Form; (2) Grant*  
46 *Correspondence; and (3) Page 1 of contract.*

47  
48 Present: Allen Tingley, Police Chief.

1  
2 Chief Tingley reported that Lt. Boultenhouse put together the grant application. The funds are used for  
3 training, primarily for dispatchers. Training for this position involved emergency training, and other  
4 tasks besides answering the phones.

5  
6 **Selectman Trindade moved that the Board authorize the expenditure of the State 911 grant in the**  
7 **amount of \$30,194; Selectman D’Innocenzo seconded. No discussion. VOTE: 5-0-0.**

8  
9 **Approval – State (MassDOT) Contract to Move Fire Alarm Cable and Master Boxes for Fire Dept. - \$25,386:**  
10 *The Board reviewed a copy of the Contract.*

11  
12 Present: Jeffrey Lynch, Fire Chief; Michael Fasolini, Assistant Fire Chief.

13  
14 Chief Lynch reported that the whole alarm system needs to be replaced, including all new lines. The  
15 work is being done by some staff in conjunction with the contractor. Discussion followed. It was  
16 clarified that, over time, all the master boxes will be switched out and this is just the first phase. Mr.  
17 Boynton described the order in which the utilities install their equipment on the pole.

18  
19 **Selectman Trindade moved that the Board authorize the Chairman to execute the Mass. Department**  
20 **of Transportation contract in the amount of \$25,386 as presented; Selectman White seconded. No**  
21 **discussion. VOTE: 5-0-0.**

22  
23 **Presentation – New Design Review Guidelines:**

24 *The Board reviewed the following information: (1) Memorandum from Design Review Committee; and*  
25 *(2) Revised Design Review Guidelines.*

26  
27 Present: Matt Buckley, Tom Gay – Design Review Committee.

28  
29 Utilizing a PowerPoint presentation, Mr. Gay reviewed the proposed new Design Review Guidelines. He  
30 stated that there has been good feedback as to the ease of utilizing these guidelines and transparency of  
31 the process.

32  
33 Other members of the Design Review Committee introduced themselves. Chairman Foresto thanked  
34 the committee for its effort, noting that sometimes these are thankless jobs. Selectman Trindade added  
35 that the Town needs to be easy to work with, and this is a huge step up.

36  
37 Discussion followed on factors that trigger design review, and an update to the sign bylaw to  
38 accommodate electronic signage.

39  
40 **Discussion – Agricultural Committee (General Bylaws Art. II)**

41 *The Board reviewed a copy of the Bylaw, approved by 2010 Annual Town Meeting.*

42  
43 Present: Bruce Hamblin.

44  
45 Mr. Hamblin stated that he wanted to revisit this matter and get the Agricultural Committee up and  
46 running. It was clarified that positions on the committee have been advertised but there were no  
47 applications as yet.

1 Mr. Boynton reported that the Communications Director, Mary Becotte, has been doing some outreach  
2 with an application deadline of the end of January. The vacancies will also be included in a newsletter  
3 going out to rate payers.

4  
5 Selectman Trindade suggested contacting the owners of the parcels under Chapter 61A classification as  
6 there are not very many in Medway.

7  
8 Mr. Boynton summarized that they will advertise it, put it in the newsletter, solicit volunteers, and  
9 contact the listed property owners. It was noted that we need to get going on this in order to get it  
10 ready for Annual Town Meeting. The first newsletter from Mary will be going out February 1, and she  
11 can provide a blurb that can be shared with the website as well as personal communications directly.

12  
13 **Discussion with Capital Improvement Planning Com. – Fiscal Year 2017-2021 Capital Plan**

14 *The Board reviewed the following information: (1) Summary of FY17 requests; and (2) Summary of*  
15 *FY17-21 requests.*

16  
17 Present: Peter Sigrist, Kelly O'Rourke – Capital Improvement Planning Committee.

18  
19 Mr. Sigrist explained that this summary represents the committee's first pass at the list, noting that the  
20 requests are in no particular order. We are looking for guidance from the Board. For example, next  
21 year we will not be able to fund sidewalks and similar projects due to roadwork on Route 109.

22  
23 Ms. O'Rourke stated the committee has met with many groups thus far, and will be meeting with the  
24 Department of Public Services tomorrow. Mr. Boynton noted that there is some borrowing capacity,  
25 but cautioned that there may not be as much as might be preferred.

26  
27 Chairman Foresto stated that the Board's vision of the future is that we would be utilizing facilities  
28 management under the Town Administrator's umbrella. Selectman Crowley commented that the  
29 schools utilize school choice or circuit breaker funds to cover costs of some things, and they should not  
30 have to come to Town Administrator to do it. Discussion followed on small projects that are short  
31 money but do not make the list according to our guidelines.

32  
33 The first pass at the list was for a total \$1.56 million in free cash. The Board briefly reviewed the list. It  
34 was suggested to funnel all questions to the Town Administrator so that the group has something to  
35 work with. There are things we know that are ongoing but are not on the list, and we are concerned  
36 about them. For example, surveillance at the schools is not on this list. Brief discussion followed on  
37 prioritizing those projects when funding may become available.

38  
39 Chairman Foresto suggested that the committee continue to do its work, take a look at the funds again,  
40 and then get together again. Selectman Trindade pointed out that the Board needs real numbers and it  
41 might be too early to have that. Selectman Crowley theorized that there will be about six different  
42 versions of this before it's done. Does anyone have a project for the group to consider? One suggestion  
43 was to repair or replace the tennis courts at the middle school. Also, could there be a second outside  
44 basketball court at the Oakland Field? How about paving the middle school parking lot with enough funds  
45 to complete the project? Discussion followed on possible funding sources.

46  
47 Chairman Foresto stated he would like to see the list broken down by the have-to-fund, then the ones that  
48 we would like to do. Mr. Sigrist expressed concern that, if we do that, things like a new refrigerator at the

1 senior center never makes the list. Then when the frig breaks down, they need emergency money to  
2 replace it.

3  
4 Mr. Sigrist reported they will meet with Tom Holder, Department of Public Services, tomorrow and work  
5 on the list again in January. Ms. O'Rourke suggested that interested Board members attend their  
6 meeting on January 12 and will send an official invitation.

7  
8 **Discussion – Five-Year Revenue and Expense Forecast:**

9 *The Board reviewed the following information: (1) Five Year Revenue and Expense Forecast; and (2)*  
10 *Budget and Annual Town Meeting Timeline.*

11 Present: Carol Pratt, Finance Director.

12  
13  
14 Discussion followed on various components of the proposed budget and the budget/Town Meeting  
15 timeline. Ms. Pratt stated that the premium gained on the sale of the bond must come out of the  
16 amount billed to taxpayer, which shows up as a revenue source elsewhere in the budget. Selectman  
17 Trindade asked for updated figures on funding for the tech school.

18  
19 **Approval – One-Day Liquor License Applications**

20 *The Board reviewed information on the following Thayer Homestead events: (1) Application from Hithendra*  
21 *Pothu, 12/31/15; and (2) Application from Linda Spiller, 7/30/16, and Police Chief Recommendation.*

22  
23 **Selectman Trindade moved that the Board approve one-day liquor licenses for Hithendra Pothu and**  
24 **Linda Spiller for their events at the Thayer Homestead on December 31, 2015 and July 30, 2016**  
25 **respectively subject to fulfillment of the Police Chief's recommendations and evidence of appropriate**  
26 **insurance coverage; Selectman D'Innocenzo seconded. No discussion. VOTE: 5-0-0.**

27  
28 **Approval of Warrants**

29 *The Board reviewed Warrants 16-26S and 16-26.*

30  
31 Selectman D'Innocenzo, Clerk, read aloud Warrants 16-26S and 16-26, dated 12/24/15, presented for  
32 approval:

33			
34	16-26S	School Bills	\$ 807,496.25
35	16-26	Town Bills	<u>544,376.03</u>
36		TOTAL	\$1,351,872.28

37  
38 **Selectman Trindade moved that the Board approve the Warrants as read; Selectman White seconded.**  
39 **No discussion. VOTE: 5-0-0.**

40  
41 **Approval of Minutes:**

42 *The Board reviewed draft minutes from December 7, 2015.*

43  
44 Brief discussion followed during which several changes were made to the minutes regarding change  
45 orders for school projects. **Selectman Trindade moved that the Board approve the minutes, as**  
46 **amended; Selectman White seconded. No further discussion. VOTE: 4-0-1 – D'Innocenzo abstain.**

47  
48 **Town Administrator's Report**

1 Mr. Boynton reported that the Town received a grant in the amount of \$35,000 which was earmarked  
2 for an emergency service vehicle. **Selectman Trindade moved to authorize the expenditure of the**  
3 **funds for the purchase of an All-Terrain Vehicle (ATV) for the Fire Department; Selectman White**  
4 **seconded. No discussion. VOTE: 5-0-0.**

5  
6 The Town of Carver has expressed interest in the pole at the fire station. We will work something out  
7 with them, and see what it would cost to make the structure safe after the pole is removed.

8  
9 Selectmen's Reports

10 Selectman White stated that a resident came in to report that a sign at the Edmund Charland Field had  
11 been taken down and later replaced with a sign with the name misspelled. Mr. Boynton added that the  
12 sign has been corrected and the family is thrilled.

13  
14 Selectman Crowley expressed concern that construction workers directing traffic in the dark are wearing  
15 dark clothes without reflective elements. This is a dangerous situation. Directing his comment to Chief  
16 Tingley, Selectman Crowley asked him to urge the workers to get their work completed during regular  
17 daytime hours.

18  
19 **At 9:06 PM Selectman Trindade moved that the Board enter into executive session under Exemption**  
20 **3: to discuss strategy with respect to litigation [Maritime Housing Fund LLC versus Planning Board and**  
21 **versus Zoning Board; 8/31/15 executive session minutes] if the chair declares that an open meeting**  
22 **may have a detrimental effect on the negotiating position of the public body, and to return to open**  
23 **session thereafter; Selectman White seconded. No discussion. Roll call vote: 5-0-0 (Crowley, aye;**  
24 **D’Innocenzo, aye; Foresto, aye; Trindade, aye; White, aye).**

25  
26 \*\*\*\*\*

27  
28 **At 9:36 PM Selectman Trindade moved to adjourn Public Session; Selectman White seconded. No**  
29 **discussion. VOTE: 5-0-0.**

30  
31  
32 Respectfully submitted,  
33 Jeanette Galliardt  
34 Night Board Secretary

# **AGENDA**

## **ITEM #19**

**Town Administrator's Report**

# **AGENDA**

## **ITEM #20**

**Selectmen's Reports**