

TOWN OF MILLIS



August 20, 2015

DEPARTMENT OF PUBLIC WORKS
Veterans Memorial Building
900 Main Street
Millis, Massachusetts 02054

Charles Aspinwall, Town Administrator
Town of Millis
900 Main Street
Millis, MA 02054

Attached please find 3 Capital Requests for the November, Town meeting as outlined below:

1.

- 2016 Freightliner 10 wheel dump truck with a 10 yard Sander/Spreader
- \$216,195.00, unknown how this would be funded.
- Short term, will asset with plowing a large subdivision South End Farm and help with our aged snow fighting vehicles. Long term, Hickory Hill, Dmytrydck subdivisions and the new Public Parking lot will be added to the sanding routes.
- South End Farm subdivision will be added to the Towns snow plow routes this November.
- A contractor will be hired to perform the just the sanding at an estimated cost of \$30,000.00 per snow season.

2.

- 2016 Elgin Pelican NP dual street sweeper.
- \$210,489.00, unknown how this would be funded.
- To replace a 1998 Johnston street sweeper with mechanical and body problems.
- To be delivered for spring cleaning.
- A contractor will be hired to clean streets in Millis (spring cleaning \$19,800.00 only).

3.

- Barre Granite War Memorial
- \$27,075.00 monument, sidewalk \$40,000.00, CPC funds would be used to fund this project.
- To serve as memorial for Millis Veterans that have served our country since the Vietnam conflict.
- May Town meeting recommended this article be dismissed and that the project placed and funded at the November Town meeting with CPC funds.

James F. McKay
Deputy Director / Chief of Operations
Department of Public Works

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Attached is a summary of costs for plowing, sanding, and street sweeping for contracted services and a quotation for one 10 wheel dump truck and dual street sweeper.

I have used 2014 snow events thinking it to be a normal event cycle? Assuming it's a normal New England winter.

- 2014 snow and sanding events: 38 (actual events)
- 2015-2016 hourly rates (minimum 4 hours new truck): $\$201.33 \times 4 = \805.32
- Total: $\$805.32 \times 38 = \$30,602.16$

The projected cost of \$30,602.16 is a minimum amount. It does not show actual hours worked for snow removal (hours for snow plowing/sanding are tracked only for overtime payment and comp time).

Need for the additional 10 wheel dump truck with plow and spreader,

- Since 2006, Town Meeting has accepted the following streets: Apple Rock Road, Blueberry Lane, Chelsea Way, Crystal Lane, Gerald Drive, Greenwood Drive, Granite Drive, Paddock Lane, Pine House Road, Rolling Meadow Drive, Rose Road, Ryan Road, Sandstone Lane, Tara Terrace and Windcrest Lane.
- It is projected at the November 2015 Town Meeting that the Town will be asked to accept the following streets: Beech Street, Evergreen Terrace, Frontier Lane (South End Farm Subdivision) and the Public Parking lot located in the rear of the Millis Public Library.
- Town Meeting will be asked in the fall of 2017 to accept a 34 home subdivision named Hickory Hills with 3 Streets.
- Town Meeting will be asked to accept a 6 home subdivision with a 500 foot long 26 foot wide road width in the next 3 to 4 years off Acorn Street.

The Town has added (3) 1.5 cubic yard spreaders to help during salting/sanding events over the past 3 years. With the addition and size of the above mentioned subdivisions, the aging of the Towns front line snow equipment (#3 10yr, #4 20yr, #5 16yr, and #27 21yr), and the high cost to have a contractor respond to each snow emergency it is my opinion the Town should take action and consider purchasing a 10 wheel dump truck for the upcoming winter.

Need for replacement of a 1998 Johnston Street Sweeper with 03,688.11hours and tank and body rusting (see attached proposal).

Town Of Millis - DPW
Capital Budget Replacement Schedule

<u>Unit #:</u>	<u>Year:</u>	<u>Make:</u>	<u>Model:</u>	<u>Condition</u>	<u>Replacement Year:</u>	<u>Original Price</u>	<u>Replacement Cost:</u>
1	2008	Ford	Explorer	Good	2018	\$35,000.00	\$40,000.00
2	2012	Chevy 3500	Dump Truck ¹⁴⁴⁰ 1440	Good	2022	\$41,120.00	\$52,000.00
3	2005	International	Dump Truck 6 wheel	Fair	2025	\$90,000.00	\$125,000.00
4	1995	International	Dump Truck 6 wheel	Poor	2015	\$62,000.00	\$115,000.00
5	1999	Volvo	Dump Truck 6 wheel	Fair	2019	\$85,000.00	\$120,000.00
6	2005	Volvo L70E	-Front End Loader	Good	2035	\$130,000.00	\$155,000.00
8	2008	John Deere	Skidsteer	Good	2038	\$35,000.00	\$45,000.00
9	1994	John Deere	410D Backhoe	Fair	2024	\$65,000.00	\$120,000.00
10	1998	Johnston	Street Sweeper	Poor	2018	\$84,000.00	\$238,000.00
11	2013	Chevy 3500	Utility Truck	Good	2024	\$64,387.00	\$70,000.00
13	2012	Chevy 2500	Pickup	Good	2022	\$33,050.00	\$35,000.00
14	2007	Chevy 3500	Dump Truck	Good	2017	\$32,000.00	\$42,000.00
17	1978	Ford 2600	Farm Tractor	Poor	2014	?	\$52,000.00
18	2013	Chevy 3500	Dump Truck	Good	2023	\$43,661.00	\$52,000.00
20	1989	Caterpillar	926 Front End Loader	Fair	2017	\$99,000.00	\$155,000.00
24	2014	Case	Backhoe	Good	2034	\$115,000.00	\$130,000.00
27	1994	Mack RD	Tractor 6 wheel	Poor	2019	\$93,250.00	\$215,000.00
29	2011	Holder 9700	Multi-use	Good	2031	\$126,500.00	\$140,000.00
30	2007	Chevy 2500	Pickup	Good	2017	\$32,000.00	\$35,000.00
31	2002	Bobcat	Skidsteer	Good	2032	\$16,500.00	\$35,600.00
50	2010	Freightliner	Roll-off	Good	2021	\$146,500.00	\$160,000.00
52	2011	Chevy Van	Express Van	Good	2026	\$23,500.00	\$25,000.00
	1992	Compressor		Fair	2015	\$8,500.00	\$11,000.00
	2012	Trailer	Utility Trailer	Good	2037	\$8,500.00	\$10,000.00
53	2002	Ford		Fair	2015	gift from millis fire	\$30,000.00
2008		Skid Steer 320	Multi-use	Good		\$22,000.00	\$30,000.00
2015		Skid Steer 326E	Multi-use	Good		\$62,000.00	\$72,000.00

Charles Aspinwall

From: Charles Aspinwall <caspinwall@millis.net>
Sent: Thursday, August 13, 2015 4:58 PM
To: 'jmckay@millis.net'
Cc: 'Chris Smith (csmith@millis.net)'; James McCaffrey; James Neville
Subject: RE: Upcoming BOS Meeting Schedule

Jim – The Selectmen discussed a new approach to articles at their last meeting. I expect a more detailed level of review prior to proposed projects being placed on the warrant. Therefore, there is additional work needed to justify the article requests prior to submittal to the Selectmen.

One of the Selectmen may be a strong proponent for bidding out sweeping services. We'll need to address the possibility of obtaining equipment on a for hire basis rather than owning. There may also be concerns about large capital articles being acted on at the Fall Town Meeting.

I ask you to think about the following questions and lets meet next week or later if more time is needed thereafter. The warrant usually opens in late August and usually closes in late September.

1. Truck

- a. During last year's budget presentation it was indicated the truck would be used for sanding, plowing, and construction projects. Acceptance of the two new subdivisions, South End Farm and Hickory Hill were mentioned as contributing factors toward the need to purchase the new vehicle. However, the town is prohibited from using deicing materials in the South End Farm subdivision. What effect does that prohibition mean to the need for a larger vehicle than we presently have? What is the expected schedule for acceptance of the two subdivisions and the JOPA parking lot? What would the cost to hire out be for snow removal in Southend and Hickory Hill?
- b. Please update the list of current vehicles we have and who uses which vehicle during plowing and sanding operations. Would the purchase cause or do we have unutilized equipment as a result of purchasing another vehicle? Do we have room to store the vehicle or would it be kept outside?
- c. Please estimate, based on the last three years department construction projects or water/sewer breaks, how often the vehicle would be used for construction/repair projects. What is the difference this vehicle would make during construction operations vs. our existing vehicles?

- d. Presuming the need is justified, that we need an additional large truck for plowing, sanding and construction operations, I would like you to contact area contractors to see if they have vehicles available for hire when needed and determine what the rates would be.

2. Sweeper

- a. What is the condition of the existing sweeper? How many miles/hours are on it? What repairs are needed?
- b. How often do we sweep the town? How many hours does a complete sweeping of the town take? How often should we sweep the town? Do we have enough staff or staff hours available to sweep when we should? What is the operational cost for sweepers, both for staff and for the sweeper itself – perhaps there is a FEMA rate available for that calculation.
- c. What are the implications of the new MS4 standards on how often we sweep and with the type of equipment we use to sweep?
- d. Please contact the low bidder of the MAPC sweeping contract and get a cost to perform an annual sweeping, bi-annual sweepings, and an hourly rate with a four hour minimum.
- e. Based on answers to 2.b. above work with Karen to put out a bid (prevailing wage) for a Millis only contract for sweeping. The bid should include an annual cost, bi-annual costs, and an hourly rate with a four hour minimum.

3. Monuments

- a. We should analyze the time and costs for the sidewalk work with DPW staff doing it vs. contracting it out. Perhaps Carlo Molinari can tell us if it's a project above 10K, and if so we need to bid it out. It's critical that we get the slopes correct for handicapped access purposes and since our guys don't do this regularly we need to be sure they can do the work in an effective amount of time.
- b. We need new estimates/quotes/bids for setting the new stone. Are names inscribed after its set or before? Please contact Kathy Lannon regarding existing names on the monument that may be misspelled. We also need new estimates for the proposed landscaping.

Charles J. Aspinwall
Town Administrator
Town of Millis
900 Main St.
Millis, MA 02054

508 376 7040 Phone
508 376-7053 Fax

From: Jim McKay [mailto:jmckay@millis.net]
Sent: Wednesday, August 05, 2015 9:13 AM
To: caspinwall@millis.net
Subject: fw: Upcoming BOS Meeting Schedule

Charlie, I would like to request the following at the Fall Town meeting

1- 10 wheel dump

2- Street sweeper

3- I have the paperwork for the CPC ready I'm meeting with them in September

Reasons are the same as in the spring I have looked at alternatives for the sweeper.

James F. McKay
Deputy Director / Chief of Operations
Department of Public Works
900 Main Street
Millis, MA. 02054
Tel: 508-376-5424
Fax: 508-376-2442
jmckay@millis.net

From: "Karen Bouret" <kbouret@millis.net>
Sent: Tuesday, August 04, 2015 7:29 AM
To: klaplant@millis.net, "Barbara Thissell" <bthissell@millis.net>, ryeager@millis.net, "Madeline Yusna" <myusna@millismedia.deskpilot.com>, "Jim McKay", cstandley@millis.net, asutherland@millis.net, pdumont@millis.net, jscannell@millis.net, lhardin@millis.net, "Pat sjogren" <psjogren@millis.net>, "Mike Giampietro" <mggiampietro@millis.net>, "Kris", "Patricia Kayo", kedison@millis.net, rbarrett@millis.net, alent@millis.net, "Brenda Hamelin"
Cc: "Charles Aspinwall" <caspinwall@millis.net>
Subject: Upcoming BOS Meeting Schedule

Hello All,

Here is the upcoming BOS meeting schedule. Please plan accordingly if you have any business that needs attending to. All meetings will begin at 7:00pm and are held in room 229 unless otherwise noted.

September: 9/14, 9/28

October: 10/5, 10/19, 10/26

November: 11/2 (6pm at MHS Library before Town Meeting), 11/16, 11/30

December: 12/14

Thanks,

Karen M. Bouret

Operations Support Manager

Office of the Board of Selectmen & Town Administrator

900 Main Street

Millis, MA 02054

Phone: 508.376.7040

Fax: 508.376.7053

ELGIN®



INDUSTRIAL PELICAN®

FREIGHTLINER



Total Quality Service

Boston Freightliner, Inc.
3 – 5 Bow Street
Everett, Ma. 02149

Town of Millis
Dept. of Public Works
900 Main Street
Millis, Ma. 02054

08/18/2015

“2016 Ten Wheel Dump/Spreader”

Attn: Jim McKay

Re: Quotation for **2016 Freightliner 114 SD 64,000 lb. GVW Dump Truck**

Per our conversation, I've put together the following proposal for your review. This vehicle and equipment has been priced in accordance with the Greater Boston Police Council/ Metropolitan Area Planning Council's State Procurement Contract: **GBPC 2014 – Freightliner.**

12-301 Base Model –2016 Freightliner 114 SD 35,000 lb.	\$ 99,850.00
Options:	
218. Detroit DD13 Diesel Engine – 450 HP	\$ 13,900.00
229. Allison 4500 RDS Automatic Transmission	\$ 11,350.00
237. 18,000 lb. Front Axle w/ 18,000 lb. Suspension	\$ 3,300.00
249. 46,000 lb. Tandem (10 Wheel) Rear Axle	\$ 11,900.00
261. Air Conditioned Cab	\$ 990.00
278. Trailer Airlines/Electric to rear plate	\$ 950.00
Base 114 SD Includes 10' 6-8 Yard Heavy Duty	\$ inc.
Dump Body and Full Central Hydraulics	\$ inc.
Total Chassis, Dump, and Hydraulics	\$128,340.00
319. Plate Mounted Pintle Hitch w/ Electric Plug	\$ 880.00
420. Upgrade Dump Body to 14' w/ Telescopic Hoist	\$ 10,350.00
423. (3) Custom Fabricated Asphalt Chutes	\$ 1,725.00

441. HARDOX Steel Upgrade to 14' Dump Body included	\$ 9,450.00
429. Semi-Automatic Canvas Cover	\$ 2,100.00
443. Low Profile HD Plow Frame w/ Quick Hitch Style	\$ 6,600.00
451. 11' Heavy Duty Power Reversing "Everest" Plow Blade	\$ 9,650.00
469. Manual Reverse 10' HD Underbody Scraper	\$ 13,300.00
471. 10' Slide-in Steel "HiWay 2020Ext" Sander	\$ 11,350.00
473. 13'/14' Steel Upgrade to HiWay 2020 Sander	\$ 3,900.00
475. Stainless Steel Upgrade to 14' Sander/Spreader	\$ 8,500.00
486. Dual 80 Gallon Calcium Tanks – Electrically	\$ 6,950.00
499. Spill Shields for Sander/Spreader	\$ 1,150.00
589. LED Strobe System – (2) Rear mount & (2) Front	\$ 1,950.00

NET TOTAL PRICE: \$216,195.00

Net GBPC/MAPC Contract Price: \$ 216,195.00

Trucks purchased under the GBPC/MAPC Contract come with Enhanced Warranty: 2 Year/Unlimited Miles Basic Vehicle Chassis Warranty (standard is 1 Year) 5 Year/Unlimited Miles on Allison Transmission 5 Year/Unlimited Miles on Towing/Roadside Assistance

The chassis will be painted orange and dump body and equipment orange.

Please review and call me with any questions and/or changes you may have.

The Dump Body and related equipment is through J. C. Madigan Equipment or Donovan Equipment.

Again, thanks for the opportunity !

Mike Lojacono
Boston Freightliner, Inc.
Sales Representative
(617)-778-3379

x _____
Boston Freightliner

Date

x _____
Town of Millis

Date

PO# _____

1. Truck

- a. The materials question makes a request for a new sander even more necessary, as you are aware the Town uses $\frac{3}{4}$ salt and $\frac{1}{4}$ sand mixture throughout all sanding routes. With the purchase of a new spreader we could better manage the needs of the South End Farm Subdivision.
South End Farm Subdivision – November Town meeting 2015
Hickory Hill Subdivision – November Town meeting 2017
Dmytryck Subdivision –?
Jopa parking lot – November 2015
Cost scenarios attached
Snow/Sanding routes attached
- b. See attached Snow/Sanding routes
- c. 2015 – D.P. Sons \$1,920.00 water main break
2014 – D.P. Sons \$860.00 water main break
- d. I have contacted all contractors asking if they have or would they be willing to provide the Town with a truck and sander, none of them have one. This would have to be posted in the newspaper and the rate is what I project in the cost below.

1. Sweeper

- a. Poor – the body and underbody are rusting (doors, frame, around the windshield, underbody, around the exhaust pipe) the pump for water discharge breaks down numerous times.
- b. 1 – Main roads spring, summer, and fall secondary roads spring and fall developments and side roads when requested. 2 – Please note per our permit the Town reports that each street is cleaned once a year. 3 – Street sweeping falls under the general account line item, like most projects staff from water and sewer are needed to complete most tasks in the DPW. 4 – Atlantic broom supplies all equipment (main broom, side broom ect.) costs \$325.00 maybe 2X a year, gas no way to track expenses, general maintenance (oil change, tires, pumps ect.) hard to track these expenses I would need more time to get the amounts. 5 – Town rate is general foreman salary of \$27.10 hour.
- c. As stated the current permit requires the Town to sweep all streets once a year. The new MS4 permit may require the Town to sweep all roads multiple times a year and track all cleaning by recording the street name, and the amount of debris removed from the cleaning.
- d. See below

Snow Plow/Sanding Cost:

massDOT Code:

70000:	50,001> with 11 foot plow	\$117.33
4000:	6.00-9.99 cy spreader	\$31.00
100:	11 foot plow 36" high mold board	\$6.50
2:	under carriage scraper	<u>\$46.50 (could be omitted)</u>

Total: \$201.33 hour

Street Sweeping Cost:

MAPC contract:

Metro West Regional Services Consortium

Street Sweeping

Item 8

Spring Clean-Up disposal by Town \$360.00 per mile

\$360.00 X 55 miles = \$19,800.00

Total: \$19,800.00

Attachments:

massDOT 2015-2016 hourly rental rates and vehicle codes

FY14 School Report

2016 Freightliner Dump Truck Quotation

Millis Staffing Plan

Millis Snow Plowing/Sanding Routes

MW 2015-PW1 Street Sweeping Item 8

Hickory Hills letter

6 wheel

72.10

Re: Upcoming BOS Meeting Schedule

Thu 8/13/2015 10:01 AM

From: Jim McKay

To: Charles Aspinwall

Cc: Chris Smith, James McCaffrey, James Neville



No problem as I believe we can get most of your questions answered from my request for the June town meeting, I have received new quotes for the veterans monument just waiting for the quote for the sidewalk. I would think that we will have to bid the monument and sidewalk the monument is \$24,300 I was never asked to get a quote for fixing any misspelled names and I would think the sidewalk is going to be around that price. I have started filling out the request form for the CPC and have requested time at their next meeting in September. I'll try to have everything ready by the time I leave for vacation next week.

Sent from my iPhone

On Aug 13, 2015, at 4:58 PM, Charles Aspinwall <caspinwall@millis.net> wrote:

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Town Administrator

Town of Millis

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508 376 7040 Phone

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To: caspinwall@millis.net

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Deputy Director / Chief of Operations

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900 Main Street
Millis, MA. 02054
Tel: 508-376-5424
Fax: 508-376-2442
jmckay@millis.net

From: "Karen Bouret" <kbouret@millis.net>

Sent: Tuesday, August 04, 2015 7:29 AM

To: klaplant@millis.net, "Barbara Thissell" <bthissell@millis.net>, ryeager@millis.net, "Madeline Yusna" <myusna@millismedia.deskpilot.com>, "Jim McKay", cstandley@millis.net, asutherland@millis.net, pdmont@millis.net, jscannell@millis.net, lhardin@millis.net, "Pat sjogren" <psjogren@millis.net>, "Mike Giampietro" <mgiampietro@millis.net>, "Kris", "Patricia Kayo", kedison@millis.net, rbarrett@millis.net, alent@millis.net, "Brenda Hamelin"

Cc: "Charles Aspinwall" <caspinwall@millis.net>

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Karen M. Bouret

Operations Support Manager

Office of the Board of Selectmen & Town Administrator

900 Main Street

Millis, MA 02054

Phone: 508.376.7040

Fax: 508.376.7053

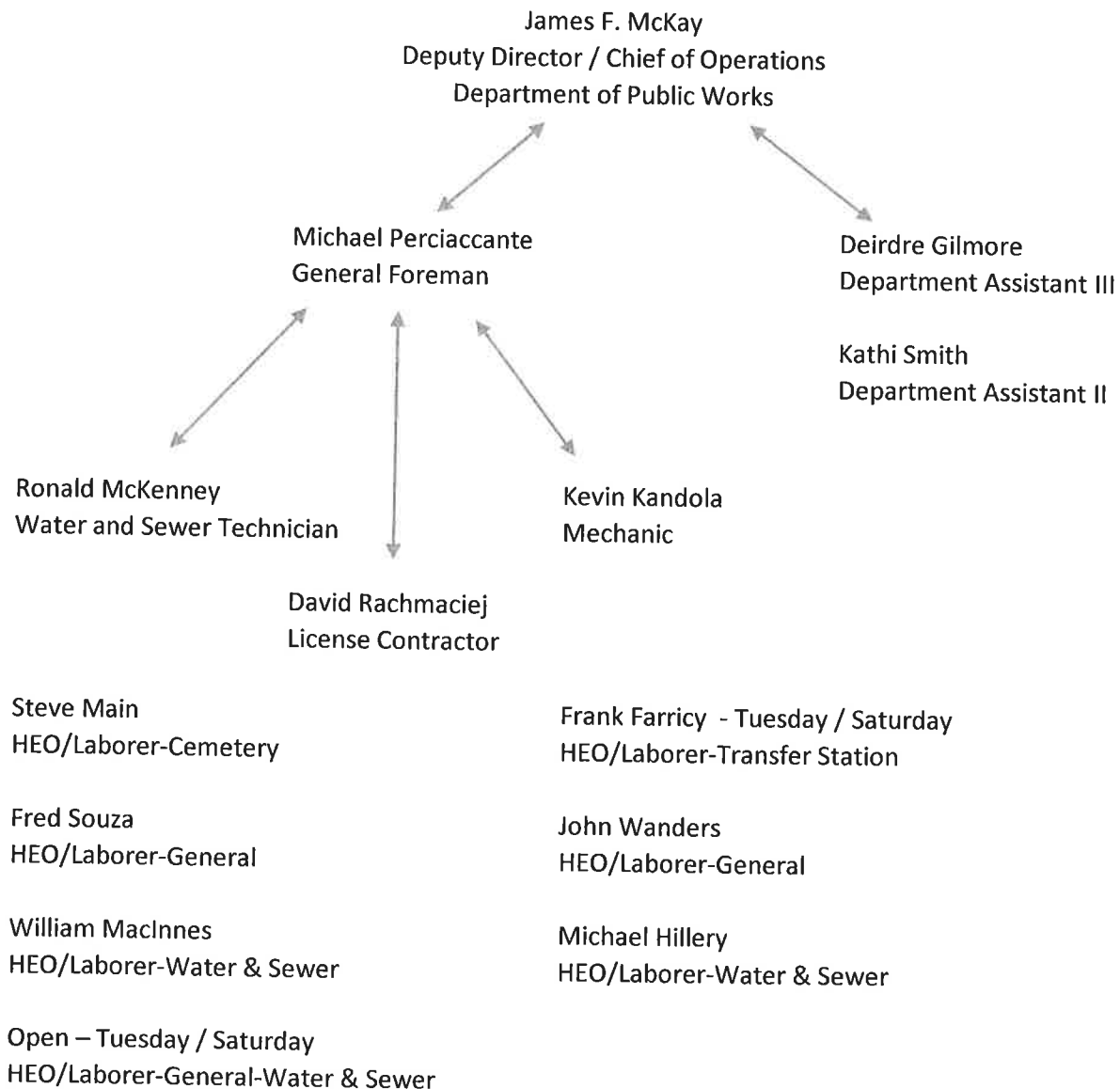
**MILLIS DEPARTMENT
OF
Public works**

Main Office


900 Main Street
Millis, MA 02054
Tel: 508-376-5424
Fax: 508-376-2442
Room 204/201

Garage


7 Water Street
Millis, MA 02054
Tel: 508-376-5777
Fax: 508-376-6286




Snow Plow/Sanding
Routes




Unit #3 5yard sander/plow Ron McKenney
Unit #6 loader/plow Dave Rachmaciej



Unit #4 5yard sander/plow Mike Perciaccante
Unit #2 1.5yard sander/plow Fred Souza



Unit #27 10yard sander/plow John Wanders
Unit #13 pick-up/plow Will MacInnes




Unit #18 1.5yard sander/plow Frank Farricy



Unit #14 1.5yard sander/plow Steve Main

Unit #11 1ton/plow Mike Hillery



Unit #5 5yard sander/plow Kevin Kandola
Unit #24 backhoe/plow open
(would move Mike Hillery to new truck)



Attachment A

2014-2015 Hourly Rental Rates and Vehicle Codes

Codes	Additional Vehicle Codes	Hourly Base Rate	*Early Sign-up Bonus	Total With Sign-up Bonus	**Extended Season Bonus
10000	10,000-10,999 GVW, with 9 foot PRP, AWD	\$72.10			
300000	10 Wheel Dump - Hauling	\$65.00			
310000	Tri-Axle Dump - Hauling	\$70.00			
320000	Trailer Dump-Hauling	\$77.00			
330000	Power Sweeper, minimum 4 CY, front dump, with gutter broom	\$77.00			
340000	Catch Basin Cleaner, Hydraulic "Clam Shell" bucket	\$66.00			
350000	Catch Basin Cleaner, Vactor Type	\$133.00			
360000	High Pressure Water Jet Sewer Line Cleaner with min. 2 man crew	\$133.00			
380000	2-4 CY Loader No Operator (Back Hoe)	\$50.00			
390000	Medium Flatbed w/Tow Behind (Capable of carrying Two (2) Vehicles)	\$80.00			
400000	4x4 Medium Wrecker F550	\$70.00			
410000	Bombardier w/ Snow Blower	\$80.00			
420000	Bobcat with Snow Blower Attachment	\$90.00			
430000	Small Highway Snow Blower - motorized 6ft	\$200.00			
440000	Medium Highway Snow Blower - motorized 7ft	\$240.00			
450000	Large Highway Snow Blower - motorized 8ft	\$280.00			
460000	Spreader and Tanker Combo on 70000 Class Vehicle, with CLS & 11ft Plow (not to be used in conjunction with Spreader Codes)	\$170.50	\$5.50	\$176.00	\$5.00
470000	Slurry Spreader on 70000 Class Vehicle, with CLS & 11ft Plow (not to be used in conjunction with Spreader Codes)	\$172.50	\$5.50	\$178.00	\$5.00
480000	Tanker - 5000 gallon or greater - Hauling	\$89.00			
500000	Sidewalk Crew A- 2 Men, Pick-up Truck (10000 Vehicles Code), Snow Blower, Shovels and 5 extra pins.	\$150.00			
510000	Sidewalk Crew B - 3 men, pick-up truck (30000 Vehicles Code with AWD), Trailer, Bobcat w/snow blower attachment, Snow blower, Shovels and 5 extra pins.	\$245.00			

* Early Sign-up and Extended Season Bonuses are only available to Contractors that meet the following specified deadlines for submission of all required documents and vehicle inspection/calibration:
September 26, 2014, October 24, 2014 & November 08, 2014 submission deadlines. See page 6 of the Agreement for details.

** The extended season bonus is paid to Contractors that perform work prior to December 1st and after March 31st only.

Note: An additional per hour Fuel Adjustment is added to Vehicles Codes 10000-130000, 300000-360000 & 470000-480000. See attachment B, Fuel Adjustment Worksheet



Attachment A

2015-2016 Hourly Rental Rates and Vehicle Codes

Codes	Vehicles	Hourly Base Rate	*Early Sign-up Bonus	Total With Sign-up Bonus	**Extended Season Bonus
30000	11,000 - 16,000 GVW, with minimum 9 foot PRP	\$78.43	\$5.50	\$83.93	\$5.00
40000	16,001 - 25,800 GVW, with minimum 10 foot PRP plow	\$80.83	\$5.50	\$86.33	\$5.00
50000	25,801 - 33,000 GVW, with minimum 10 foot plow	\$91.56	\$5.50	\$97.06	\$5.00
60000	33,001 - 50,000 GVW, with minimum 10 foot plow	\$107.94	\$5.50	\$113.44	\$5.00
70000	50,001 or greater GVW with minimum 11 foot plow	\$117.33	\$5.50	\$122.83	\$5.00
Specialty Equipment					
80000	Grader w/ Underbody scraper, 11 ft Plow	\$122.64	\$5.50	\$128.14	\$5.00
90000	Skid Steer, with AWD	\$82.70	\$5.50	\$88.20	\$5.00
Loaders					
100000	Loader less than 2 CY, with AWD	\$80.62	\$5.50	\$86.12	\$5.00
110000	Loader 2.00 - 3.99 CY, with AWD	\$94.90	\$5.50	\$100.40	\$5.00
120000	Loader 4.00 - 5.99 CY, with AWD	\$117.22	\$6.00	\$123.22	\$5.00
130000	Loader 6.00 CY or greater, with AWD (Roadway Only)	\$139.22	\$6.50	\$145.72	\$5.00
Spreaders/Liquid Chemical Trucks					
2000	6.00 - 9.99 CY spreader body, w/ 150 gallon chemical saddle tanks with Closed Loop System	\$31.00			
4000	10 CY or greater spreader body, w/ 150 gallon chemical saddle tanks with Closed Loop System	\$36.00			
6000	500 - 999 gallon liquid tanker, capable of applying two lanes with Closed Loop System	\$48.00			
8000	1000 gallon or greater liquid tanker, capable of applying two lanes with Closed Loop System	\$53.00			
Plows					
100	11 Foot Plow, minimum 36 inches high including mold board (50000 & 60000 Vehicle Codes Only)	\$6.50			
200	Wing plow, 10ft Cutting Edge, Hydraulically Controlled	\$27.00			
400	Wing plow, 11ft Cutting Edge, Hydraulically Controlled	\$35.00			
500	11 Foot Plow, minimum 36 inches high including mold board (50000 & 60000 Vehicle Codes Only) with 10ft Wing, Hydraulically Controlled	\$33.50			
600	11 Foot Plow, minimum 36 inches high including mold board (50000 & 60000 Vehicle Codes Only) with 11ft Wing, Hydraulically Controlled	\$41.50			
800	Two Wing Plows, 11ft Front Plow, Hydraulically Controlled, (10ft or 11ft Front Mounted Wings Acceptable).	\$55.00			
Accessories					
10	All Wheel Drive (AWD) (30000-40000 Vehicles Codes Only)	\$5.50			
20	All Wheel Drive (AWD) (50000-70000 Vehicles Codes Only)	\$10.50			
30	Power Reversible Plow (PRP) (50000-70000 Vehicle Codes Only)	\$5.50			
40	AWD and PRP (50000-70000 Only)	\$16.00			
Miscellaneous					
2	Under Carriage Scraper (Only when used) (Not applicable to 80000 Vehicle code)	\$40.00			
3	Small 1 to 3 cubic yard spreader (30000 Vehicles Code only, used for Parking areas and walkways only)	\$11.00			
8	Wing plow, 8ft Cutting Edge, Hydraulically Controlled (30000 Vehicles Code only)	\$21.50			
9	Wing plow, 9ft Cutting Edge, Hydraulically Controlled (Mid-Mount)	\$23.50			

Paving

Thu 8/20/2015 5:33 AM

From: John Kazis

To: jmckay@millis.net



Jim

As we briefly discussed my intentions on paving the parking lot will be either in September or October. I will let you know a firmer date going forward.

Thanks

John

Sent from my iPhone

Hickory Hills

Fri 8/14/2015 9:30 AM

From: Robert Fox

To: jmckay@millis.net



Jim:

Our plans are to complete the roads summer 2017 with their conveyance in the fall town meeting.

Please let me know if I can provide any further details .

Bob

Robert Fox
617-212-0725

STATEMENT

TERMS

\$ _____

D. P. & SONS

Thank You



**PAY LAST AMOUNT
IN THIS COLUMN**

STATEMENT

Mein T

TEAMS

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

D. P. & SONS

Thank You



PAY LAST AMOUNT
IN THIS COLUMN

D. P. & SONS

**102 Acorn Street
MILLIS, MASSACHUSETTS 02054
(508) 376-5720**

Town of Mulh. - DPW
900 Main St

Wells, Mac 07054

**Net 30 Days Interest Charge Of 1½% Per Month
(18% Per Annum) On Past Due Balances.**

TERMS

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

DATE	INVOICE NUMBER / DESCRIPTION	CHARGES	CREDITS	BALANCE
2/23/14	Tracking			
2/24/14	Tri State Travel			
	unpaid	340		
2/15/14	Car Wash & Wash			
	winter Break - unpaid	240		560

D. P. & SONS

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

NOTES:

1. THE SUBJECT PROPERTY CONSISTS OF APPROXIMATELY 20.6 ACRES OF LAND.
2. THE APPLICANT PROPOSES TO SUBDIVIDE THE LAND VIA CONVENTIONAL SUBDIVISION INTO ONLY 6 LOTS ASSUMING THE FOLLOWING:
 - 2.1. LIMITING DEVELOPMENT TO 6 CONVENTIONAL LOTS IS PREDICATED ON THE BOARD OF SELECTMEN AGREEING TO ALLOW A SEWER CONNECTION THROUGH THE HICKORY HILLS DEVELOPMENT FOR THESE SIX LOTS.
 - 2.2. A PUBLIC PARK WILL BE PROVIDED IN THE CENTER OF THE CUL-DE-SAC.
 - 2.3. SINCE THE PARK WILL BE IN THE STREET LAYOUT, THE NEW ROAD WILL BE PROPOSED AS A TRADITIONAL PUBLIC ROAD.

POTENTIAL ISOLATED WETLAND

LOT 3
2.9 ACRES±

LOT 2
31,000 S.F.±

LOT 1
37,000 S.F.±

SEWER CONNECTION POINT

PROPOSED LANDSCAPE ISLAND WITH PLAYGROUND AND 4 PARKING SPACES

LOT 4
7.9 ACRES±

LOT 5
4.5 ACRES±

LOT 6
2.6 ACRES±

PROP. 500' ROAD

PLAN SCALE: 1" = 100'



PLAN DATE: AUGUST 13, 2015

REVISION	DATE	BY

DMYTRYCK LAND
SUBDIVISION
SKETCH PLAN B
OF LAND IN
MILLIS, MA

MERRIKIN
ENGINEERING, LLP

730 MAIN STREET, SUITE 2C
MILLIS, MA 02054
ph. 606-376-8883 fax 606-376-8823

D91-01

SHEET 1 OF 1



CONTRACTUAL AGREEMENT FOR PUBLIC WORKS SERVICES

ARTICLE 1

CONTRACTING PARTIES

- 1.1 THIS AGREEMENT made effective by dated signature of the Parties hereto, by and between the Municipality named in Article 10.1 and signatory hereto ["Municipality"], a municipal corporation organized under the laws of the Commonwealth of Massachusetts acting by and through its Contracting Authority ["Contracting Authority"], and Hi-Way Safety Systems, Inc. ["Contractor"] whose principal office address and state of incorporation are set forth in Section 10.4.

ARTICLE 2

SUBJECT

- 2.1 WHEREAS, the Municipality desires to retain the Contractor to provide certain services for the Municipality, and the Contractor is willing to accept such engagement, on the terms of the Invitation for Bids [IFB] entitled:

IFB#: MetroWest Regional Services Consortium (IFB), as it relates to:

Bid Item #: 8

Description: Street Sweeping

and as hereinafter set forth.

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

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

- 2.2 NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 3

ENGAGEMENT OF THE CONTRACTOR

- 3.1 The Municipality hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform certain services to the Municipality, as described in Article 2.
- 3.2 In the performance of service under this Agreement, the Contractor acts at all times as an independent contractor and shall not be entitled to receive any benefits of employment with

the Municipality, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.. There is no relationship of employment or agency between the Municipality, on the one hand, and the Contractor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Agreement which the parties view as consistent with their independent contractor relationship.

ARTICLE 4

SERVICES OF THE CONTRACTOR

- 4.1 The Contractor will perform the services described in the specifications pertaining to the Service Item identified in Section 2.1 (above) ["Work"].
- 4.2 The Contractor shall report, and be responsible, to the Contracting Authority or his/its designee as set forth on Exhibit A.
- 4.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the Contracting Authority. The Municipality shall be under no obligation to pay for any services performed by the Contractor not explicitly agreed to by the Municipality in advance in writing.
- 4.4 The Contractor represents and warrants to the Municipality as follows:
 - 4.4.1 That it and all its personnel (whether employees, agents or independent contractors) are qualified and duly licensed as required by law and/or local municipal code to perform the services required by this Agreement.
 - 4.4.2 That it further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
 - 4.4.3 That it will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
 - 4.4.4 That it is not a party to any agreement, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
 - 4.4.5 That all written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise), which are produced by the Contractor as work pursuant to this agreement, shall be deemed to be "work for hire" and the copyright thereto shall be the property of the Municipality.

ARTICLE 5

PERIOD OF SERVICES

- 5.1 The term of this Agreement shall commence on date of execution, and continue until December 31, 2015 and may be extended at the sole discretion of the Municipality through December 31, 2016, and again through December 31, 2017.
- 5.2 The Contractor agrees to proceed with Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the



provisions hereof. The Contractor acknowledges that time is of the essence as it relates to performance under this Agreement.

ARTICLE 6

PAYMENTS TO THE CONTRACTOR

- 6.1** Compensation to due to the Contractor shall be paid as specified in General Terms & Conditions, Section 22 of the IFB.

ARTICLE 7

TERMINATION

- 7.1** Either the Municipality or the Contractor may terminate this Agreement for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 7.2** The Municipality shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 7.3** Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except that:
- 7.3.1** The Municipality shall remain liable for payments for the services and/or expenses of Contractor accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the Municipality as a result of the Contractor's default, if any), as determined by the Contracting Authority, but for no other amounts including, without limitation, claims for lost profits on work not performed.
- 7.3.2** The Contractor shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 8

INSURANCE AND INDEMNIFICATION

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



costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

Neither the Municipality, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

- 8.2 Before commencing Work, the Contractor shall obtain, and shall maintain throughout the term of this Agreement, insurance at limits specified in the IFB and provide written documentation of such in the form specified in the IFB.
- 8.3 The Contractor shall give the Municipality twenty (20) days written notice and characterization in the event of any change or cancellation of coverage.

ARTICLE 9

GENERAL PROVISIONS

- 9.1 Upon the expiration or termination of this Agreement for any reason, any data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the Contractor (whether completed or in process) shall become the property of the Municipality. The Contractor shall immediately deliver or otherwise make available all such material to the Municipality.
- 9.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect. The Contractor shall not assign any money due or to become due to the Contractor unless the Municipality shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- 9.3 Except as otherwise expressly provided in this Agreement, any decision or action by the Municipality relating to this Agreement, its operation, or termination, shall be made by the Contracting Authority or otherwise as delegated or assigned in Exhibit B.
- 9.4 This Agreement, together with its Exhibits, the IFB referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire agreement between the Municipality and the Contractor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by the Municipality and the Contractor. Any notices required or allowed shall be sent by receipt-verified mail or courier to the persons designated in Exhibit B.
- 9.5 In the event any terms and conditions of this Agreement conflict with those contained in the IFB and its Addenda, the IFB and its Addenda shall prevail.

- 9.6 This Agreement is governed by the laws of Massachusetts and shall be construed in accordance therewith, regardless of choice of law principles.
- 9.7 Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts in the county in which the Municipality lies, and in no other court or jurisdiction.
- 9.8 The Contractor shall hereby acknowledge that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Municipal property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Municipality shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.
- 9.9 No action or failure to act by the Municipality shall constitute a waiver of a right or duty afforded to the Municipality under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Municipality shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Municipality. No waiver by the Municipality of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- 9.10 If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Municipality in writing.
- 9.11 The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- 9.12 The Contractor shall not represent or purport to represent that it speaks for the Municipality vis-à-vis the media or the public at-large without the Municipality's express, written consent in advance.
- 9.13 Prior to commencing services under this Contract, the Contractor shall furnish the Municipality, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- 9.14 By entering into this Agreement, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business,



partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- 9.15** By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- 9.16** The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- 9.17** Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- 9.18** The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- 9.19** If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- 9.20** The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.



ARTICLE 10

This Contract is executed in seven (7) copies as a sealed instrument.

SIGNATURES

10.1 For the Municipality by, or on behalf of its Contracting Authority:

Municipality

By: _____

X _____
Signature

Printed Name

Printed Title

Date

Phone

Fax

e-mail

10.2 Approved As To Funds Available:

X _____
Signature

Name

Title

Date



10.3 Approved as to form only:

☒

Signature

Printed Name

Printed Title

Date

Firm

10.4 For the CONTRACTOR:

☒

Signature

President

Printed Title

Kathy DeLong

Printed Name

4-27-15

Date

Hi-Way Safety Systems, Inc.

Company Name

9 Rockview Way

Street/P.O. Box

Rockland, MA 02370

City, State, ZIP

781-982-9229

Phone

781-982-9226

Fax

kathy@hiwayss.com

e-mail

Affix Corporate Seal ⇨

(or mark "n/a")



EXHIBIT A

NOTICE ADDRESSEES

A.1 For the Municipality:

Name

Title

Street Address

City, State, ZIP

Phone

Fax

e-mail

A.2 For the Contractor:

Kathy DeLong

*** Name**
President

*** Title**
9 Rockview Way

*** Street Address**
Rockland, MA 02370

*** City, State, ZIP**
781-982-9229

*** Phone**
781-982-9226

*** Fax**
kathy@hiwayss.com

*** e-mail**



EXHIBIT B

ATTACHMENTS

- 1. Invitation for Bids # MW 2015-PW1**
- 2. Bid Item Specification * IFB Doc # - 8 - Street Sweeping**
- 3. Other Bid Documents:**
 - General Bid Form
 - Bid Price Form
 - Certificate of Non-Collusion
 - Certificate of Tax Compliance
 - Conflict of Interest Certification
 - Certificate of Corporate Bidder
 - Certificate of Compliance with M.G.L. c. 151B
 - Certificate of Non-Debarment
 - Letter of Availability
 - References
 - List of Subcontractors
- 4. Other Documents:**
 - Bid Bond
 - Labor and Materials Bond (provided prior to start of work)
 - MBE/WBE Letters of Intent & Schedules of Participation (provided prior to start of work)
 - Performance Bond (provided prior to start of work)
 - Labor and Materials Payment Bond (provided prior to start of work)
 - Insurance Certificate (provided prior to start of work)



Bid Price Forms



Bidder Name: Hi-Way Safety Systems, Inc.
Bidder Initials: HO

MW 2015-PW1 - Bid Price Forms Addendum #2

Bid Item	Estimated Quantity	x	Bid Price	/ Unit	=	Total
8. STREETSWEEPING						

A. Spring Clean-Up (Streets)

					Bid Total =	\$ 61,040.00
1)	Disposal by Town	181	x	360.00 /C. MI.	=	\$ 57,960.00
2)	Disposal by Contractor	110	x	28.00 /TN	=	\$ 3,080.00

*late
Bidder*



Contract Documents



Form A - General Bid Form

[ATTACH this cover sheet to each Bid Price Form submitted. Note: Company name and agent's initials are required on Each Bid Price Form.]

MetroWest Regional Services Consortium
MW 2015-PW1
Item(s) #: <u>8</u>
Description: <u>Street Sweeping</u>
Addenda: <u>1, 2</u>

Bidder certifies as follows:

- Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.)

Submits the attached Bid Price Form as its bid pertaining to the Invitation for Bids and the specific Item(s) referenced above to the MetroWest Regional Services Consortium on the authority of the undersigned and as dated below. The Bidder confirms and pledges to abide by and be held to the requirements of this IFB and its resulting Contract(s), and further, to diligently and promptly perform any tasks and deliver any documents required, and to execute a Contract with any Participating Member Municipality.



Authorized agent of the Bidder [If a corporation, attach certificate of vote or apply corporate seal to this page.]

Hi-Way Safety Systems, Inc.

* Affix Corporate Seal ⇨

Name of Bidder

9 Rockview Way

Rockland, MA 02370

Address of Bidder

781-982-9229

Telephone Number

By: 

(Signature)

Kathy DeLong

Printed Name

President

Printed Title

4-27-15

Date:

Kathy DeLong

Contact for Bidder

781-982-9226

Fax for Contact

781-982-9229

Telephone for Contact

kathy@hiwayss.com

E-Mail for Contact



Form B – Certificate of Non-Collusion

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

Hi-Way Safety Systems, Inc.

Name of Bidder

9 Rockview Way

Rockland, MA 02370

Address of Bidder

781-982-9229

Telephone Number

By: 

(Signature)

Kathy DeLong

Printed Name

President

Printed Title

4-27-15

Date:



Form C – Certificate of Tax Compliance

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

Hi-Way Safety Systems, Inc.
Name of Bidder

9 Rockview Way

Rockland, MA 02370

Address of Bidder

781-982-9229

Telephone Number

By: 
(Signature)

Kathy DeLong
Printed Name

President

Printed Title

4-27-15

Date:



Form D – Conflict of Interest Certification

The Bidder hereby certifies that:

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



Form D - Conflict of Interest Certification (Signature Page)

Hi-Way Safety Systems, Inc.

Name of Bidder

9 Rockview Way

Rockland, MA 02370

Address of Bidder

781-982-9229

Telephone Number

By: 

(Signature)

Kathy DeLong

Printed Name

President

Printed Title

4-27-15

Date:



Form E – Certificate of Corporate Bidder

I, Kenneth Horn, certify that I am the Director of the Corporation named as Bidder in the attached Bid Form; that Kathy DeLong, who signed said Bid Form on behalf of the Bidder was then President of said Corporation; that I know his/her signature hereto is genuine and that said Bid Form was duly signed, sealed and executed for and on behalf of its governing body.

(Corporate Seal)

Hi-Way Safety Systems, Inc.

Name of Bidder

9 Rockview Way

Rockland, MA 02370

Address of Bidder

781-982-9229

Telephone Number

By: 

(Signature)

Kathy DeLong

Printed Name

President

Printed Title

4-27-15

Date:

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



Form F – Certificate of Compliance with M.G.L. c. 151B

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

Hi-Way Safety Systems, Inc.

Name of Bidder

9 Rockview Way

Rockland, MA 02370

Address of Bidder

781-982-9229

Telephone Number

By: 

(Signature)

Kathy DeLong

Printed Name

President

Printed Title

4-27-15

Date:



Form G – Certificate of Non-Disbarment

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

Hi-Way Safety Systems, Inc.

Name of Bidder

9 Rockview Way

Rockland, MA 02370

Address of Bidder

781-982-9229

Telephone Number

By: 

(Signature)

Kathy DeLong

Printed Name

President

Printed Title

4-27-15

Date:



Form I - Letter of Availability

To: **MetroWest Regional Cooperative Public Works Group Member Municipalities**

* From: Hi-Way Safety Systems, Inc.

IFB#: **MW 2015-PW1 - Letter of Availability**

This document constitutes an agreement between the Contractor and the MetroWest Towns executing a contract for the service item specified below and will become part of the General Contract for the service item. Your bid in response to the MetroWest Invitation for Bids ["IFB"] referenced above was the second lowest bid for:

* Item #: 8

* Description: Street Sweeping

As required by the IFB, you certify that you will:

1. Guarantee your bid prices for the initial contract period from date of contract execution through December 31, 2015 and through any contract extensions.
2. Respond and perform the needed services if called upon.
3. Work cooperatively with a requesting municipality to address its need at hand.
4. Perform the services bid on an agreed schedule consistent with the Towns' needs.
5. Comply with all the requirements of the "Contractual Agreement for Public Works Services" and its accompanying documents.
6. Deliver bonds and certificates prior to performance, provided a requesting municipality may waive the timing requirement of delivery if judged to be in its best interest.

I understand that my commitment is to perform services on a temporary basis, or for the duration of the contract and any extensions, as specified by the requesting municipality. I further understand that a requesting municipality may, but is not obligated to, contract with me to perform the subject services in the event of default or termination of its contract with the low bidder.

x 

Signature
Kathy DeLong

* Affix Corporate Seal ⇒

* Name
President

* Title
4-27-15
Date

HI-WAY SAFETY SYSTEMS, INC.,
9 ROCKVIEW WAY
ROCKLAND, MA 02370
TEL. #: 781-982-9229 FAX: 781-982-9226

SWEEPING REFERENCES

MUNICIPALITY	ADDRESS	CONTACT	TEL. #
Town of Bellingham	26 Blackstone St., Bellingham, MA 02109	Don DiMartino	(508) 966-5813
City of Brockton	301 Oak Hill Way, Brockton, MA 02301	Mike Curtin	(508) 580-7810
Town of Reading	16 Lowell St., Reading, MA 01867	Peter Reinhart	(781) 942-9082



**HI-WAY
SAFETY
SYSTEMS, INC.**

www.hiwayss.com

9 Rockview Way
Rockland, MA 02370

P: (781) 982-9229
F: (781) 982-9226

April 27, 2015

Heidi Anderson
Metropolitan Area Planning Council
60 Temple Place, 6th Floor
Boston, MA 02111

**RE: 4/29/13 ITEM #8, STREET SWEEPING BID
MW 2015-PW1**

Hi-Way Safety Systems, Inc. will not be sub-contracting any work for the above referenced bid.

Kathy DeLong
President

**HI-WAY SAFETY SYSTEMS, INC.
COMPLETED SWEEPING CONTRACTS**

Customer Name	Job Name	Contract Begin Date	Contract End Date	Contract Value	Contact Name	Contact Phone
Amesbury DPW	Amesbury MA - 2013 Sweeping Bid	07/01/2013	06/30/2014	16,240.00	Steve Dondero	9783888116
Amesbury DPW	Amesbury MA - Sweeping 2012	03/22/2012	06/29/2012	0.00	Steve Dondero	9783888116
Amesbury DPW	Amesbury MA - 2013 Sweeping Bid	02/10/2014	06/30/2014	16,240.00	Steve Dondero	9783888116
Brockton MA	Brockton MA - 2011 Sweeping Rebid	09/14/2011	06/30/2012	139,700.00	Mike Curtin	5085807810
Brockton MA	Brockton MA - 2011 Sweeping Rebid	07/01/2012	06/30/2013	139,700.00	Mike Curtin	5085807810
Conway MA	Conway Sweeping MA - 2011 Sweeping	03/21/2011		0.00	Robert Baker	4133694696
Douglas MA	Douglas MA - 2012 Sweeping Bid	07/01/2012	06/30/2013	0.00		5084763378
Hadley Highway Garage	Hadley MA - 2013 Sweeping	02/21/2013		0.00	Mike	
Hadley Highway Garage	Hadley MA - 2014 Sweeping	02/26/2014	12/31/2014	0.00	Mike	
Hampshire Council of Govts Purchasing	Northampton MA - 2012 Sweeping Bid	02/22/2012	12/31/2012	0.00	Nanci Schwartz	4135866133
Hampshire Council of Govts Purchasing	Northampton MA - 2013 Sweeping	02/21/2013		0.00	Nanci Schwartz	4135866133
Haverhill MA	Haverhill MA - Sweeping	04/06/2011	03/31/2012	40,000.00	Tom Sheehan	9783742360
Ludlow Public Works	Ludlow MA - 2011 Sweeping Bid	05/23/2011	12/31/2011	0.00		4135835625
Ludlow Public Works	Ludlow MA - 2012 Sweeping Bid	07/01/2012	06/30/2013	0.00		4135835625
Ludlow Public Works	Ludlow MA - 2013 Street Sweeping	05/11/2013	06/30/2014	57,000.00		4135835625
Mashpee	Mashpee MA - 2013 Street Sweeping	04/20/2013		4,368.00	Catherine Laurent	5085391420
Merrimack NH	Merrimack NH - 2013 Street Sweeping	04/06/2013		41,000.00		
Northfield Highway	Northfield MA - 2011 Sweeping Quote	04/01/2011		0.00	Tom Walker	4134985117
Orange Highway Dept.	Orange MA - 2011 Sweeping Bid	04/15/2011	12/31/2011	350.00	David Frye	9785441111
Pelham MA	Pelham MA - 2014 Sweeping	02/26/2014	12/31/2014	0.00	Rick	4132535245
Pittsfield MA	Pittsfield MA - 2012 Sweeping Bid	04/16/2012	06/30/2014	0.00		4134999314
Plainfield MA	Plainfield MA - 2014 Sweeping	02/26/2014	08/31/2014	0.00	Claude Dupont	4136345533
Randolph DPW	Randolph MA - 2013 Street Sweeper (#19)	09/25/2013	10/31/2014	0.00	David Zecchini	7819610911
Reading MA	Reading MA - 2013 Sweeping Bid extension	03/04/2014	03/04/2015	16,998.00	Peter Reinhart	7819429082
Reading MA	Reading MA - 2013 Sweeping Bid	03/04/2013	03/03/2014	16,998.00	Peter Reinhart	7819429082
Rehoboth Highway Dept.	Rehoboth MA - 2013 Sweeping	06/10/2013	06/30/2014		Peter Richmond	5082523912
Rehoboth Highway Dept.	Rehoboth MA - 2012 Sweeping Bid	07/01/2012	06/30/2013	0.00	Peter Richmond	5082523912
Sandwich MA	Sandwich MA - 2012 Sweeping Bid	04/09/2012	07/09/2012	48,950.00	Stefan Masse	5088338002
Southwick MA	Southwick-St Sweeping ('09 Bid)	07/07/2009	06/30/2010	0.00	Jeff Neece	4135693040
Tyngsborough MA	Tyngsborough MA - 2012 Sweeping Rebid	08/16/2012		0.00	Jim Hustins	9786492310
WESTFORD MA	Westford MA - 2012 Sweeping Disposal Bid	05/12/2012	10/31/2013	18,875.00	BARRETT	9786925520
Whately Highway Dept	Whately MA - 2011 Sweeping	03/14/2011	12/31/2011	0.00	KEITH	4136652983

HI-WAY SAFETY SYSTEMS, INC.
 9 ROCKVIEW WAY
 ROCKLAND, MA 02370
 TEL: 781-982-9229 FAX: 781-982-9226

STREET SWEEPING EQUIPMENT (HSS OWNS ALL EQUIPMENT)

YEAR	MAKE	COMPLETE MODEL #	HIGH OR BOTTOM DUMP	HOPPER CAPACITY	WATER CAPACITY	# OF WHEELS	ENGINE- TWIN, SINGLE, ETC.	GUTTER BROOM TWIN, ETC.	BACK BROOM SIZE	GVW	REGIS #	S/N
2014	Elgin	Pelican 80311	High 10'	4.5	350	4	Single	Twin	58"	33,000	TBD	TBD
2012	Elgin	Pelican 80311	High 9'	3.6	220	3	Single	Twin	66"	16,000	P23418	NP2211D
2012	Elgin	Pelican 80311	High 9'	3.6	220	3	Single	Twin	66"	16,000	P70280	NP2350D
2006 (Rebuilt in 2011)	Elgin	Broombear F-142H	High 10'	4.5	350	4	Single	Twin	58"	33,000	N53968	1FVACXDCX6HW84952
2006	Elgin	Eagle SC8000	High 9'	3.6	200	4	Twin	Twin	66"	16,000	TBD	F2235D
2005	Elgin	Pelican 80311	High 9'	3.6	220	3	Single	Twin	66"	16,000	TBD	TBD
2000 (Rebuilt in 2011)	Elgin	Pelican 80311	High 9'	3.6	200	3	Single	Twin	66"	16,000	P18789	S8786D
1988	Elgin	Pelican Series P	High 9'	3.6	200	3	Single	Single Right Side	66"	16,000	P70281	P0130S



None

2nd Low Bidder Letter of Availability



Bid Bond

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Hi-Way Safety Systems, Inc.

9 Rockvlew Way, Rockland, MA 02370

as Principal, hereinafter called the Principal,

and the Philadelphia Indemnity Insurance Company

of One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

, a corporation duly organized under

the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto

Metropolitan Area Planning Council
60 Temple Place, 6th Floor, Boston, MA 02111

as Obligee, hereinafter called the Obligee.

in the sum of Five Percent of Bid Amount

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Item 8 Street Sweeping (MW 2015-PW1 MetroWest Regional Services Consortium)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of April, 2015

Cheryl M. Cormack

Witness

Hi-Way Safety Systems, Inc. (Seal)

Principal

Kathy DeLong, President

Title

Philadelphia Indemnity Insurance Company

By

George G. Powers

George G. Powers, Attorney-in-Fact

Cheryl M. Cormack

Witness

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Dennis W. Driscoll; John C. Driscoll; George G. Powers; Martin L. Donovan; Claire A. Cavanaugh; Timothy P. Lyons** OF THE CITY OF NORWELL, STATE OF MASSACHUSETTS.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

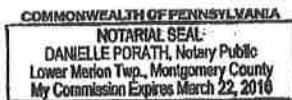
IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of April, 2015.



Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



MUNICIPAL AND CONTRACTORS' EQUIPMENT

200 Merrimac St
Woburn MA 01801

PROPOSAL

Tel. (781) 935 1919
Fax. (781) 937 9809

To:

Town of Millis
Department of public works
900 Main St
Millis, MA 02054
ATTN: James McKay Deputy Chief of Operations

August 12, 2015

C. N. Wood is pleased to offer the following budget proposal through MHQ and Plymouth County Commissioners Procurement Specification contract number 15, 16, 17, 18, 19,
1 New 2016 Elgin Pelican NP dual street sweeper with a/c, sprung guide wheel, autolube, Color reverse camera, auto reverse broom pick up, Sliding window curb side, am/fm/cd radio, air ride seat, painted white, 1 year standard warranty, and all other standard equipment.

SELLING PRICE	\$199,489.00
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OPTIONS:

5 Year Warranty - parts and labor	\$9,800.00
Lower roller washout	\$1,200.00
TOTAL SELLING PRICE	\$210,489.00

SPARE TIRE OPTION

Front spare tire and rim	\$1,595.00
Rear spare tire and rim	\$1,395.00

NOTE: Purchase order for this contract should be issued to MHQ 401 Elm St Marlborough MA, 01752

Thank you for considering C. N. Wood for your equipment needs.

Stephen M. Russell
Sales Representative

No warranties are made other than those extended by the manufacturer of the equipment, and in the event of alleged breach of warranty, expressed or implied, the liability of C. N. Wood Co., Inc., shall be limited to the liability of the manufacturer to it, and shall be subject to all limitations and conditions imposed by the manufacturer.

Seller shall not be liable for any default or delay in delivery, as a result of shipping delays, strikes, fires, lockouts, or inability to procure materials.



Total Quality Service

Boston Freightliner, Inc.
3 – 5 Bow Street
Everett, Ma. 02149

Town of Millis
Dept. of Public Works
900 Main Street
Millis, Ma. 02054

09/10/2015

“6 Wheel 2016 Dump/Spreader”

Attn: Jim McKay

Re: Quotation for **2016 Freightliner 108 SD 40,600 lb. GVW Dump Truck**

Per our conversation, I've put together the following proposal for your review.
This vehicle and equipment has been priced in accordance with the Greater
Boston Police Council/ Metropolitan Area Planning Council's State
Procurement Contract: **GBPC 2014 – Freightliner.**

12-201 Base Model –2016 Freightliner 108 SD 4x2	\$ 83,250.00
Options:	
123. Cummins ISL Diesel Engine – 300 HP	\$ 10,850.00
131. Allison 3500 RDS Automatic Transmission	\$ 8,350.00
175. Air Conditioned Cab	\$ 990.00
177. Tilt/Telescopic Steering Column	\$ 390.00
190. Trailer Airlines/Electric to rear plate	\$ 950.00
142. 14,700 lb. Front Axle w/ 12R22.5 Front Tires	\$ 1,950.00
155. 26,000 lb. Rear Axle w/ 30,000 lb. Suspension	\$ 5,600.00
Base 108 SD Includes 10' 6-8 Yard Heavy Duty	\$ inc.
Dump Body and Full Central Hydraulics	\$ inc.
Total Chassis, Dump, and Hydraulics	\$112,330.00
319. Plate Mounted Pintle Hitch w/ Electric Plug	\$ 880.00
423. (3) Custom Fabricated Asphalt Chutes	\$ 1,725.00
429. Semi-Automatic Canvas Cover	\$ 2,100.00

443. Low Profile HD Plow Frame w/ Quick Hitch Style	\$ 6,600.00
451. 11' Heavy Duty Power Reversing Plow Blade	\$ 9,650.00
469. Manual Reverse 10' HD Underbody Scraper	\$ 13,300.00
471. 10' Slide-in Steel "HiWay or Monroe" Sander	\$ 11,350.00
474. Stainless Steel Upgrade to 10' Sander/Spreader	\$ 5,900.00
499. Spill Shields for Sander/Spreader	\$ 1,150.00
589. LED Strobe System – (2) Rear mount & (2) Front	\$ 1,950.00

NET TOTAL PRICE:	\$166,935.00
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Options:

439. HARDOX Steel Upgrade to 10' Dump Body included	\$ 5,650.00
486. Dual 80 Gallon Calcium Tanks – Electrically	\$ 6,950.00

Trade:	\$ < >
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Net GBPC/MAPC Contract Price:	\$179,535.00
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The chassis will be painted white and dump body and equipment black.
Please review and call me with any questions and/or changes you may have.
The Dump Body and related equipment is through J. C. Madigan or Donovan Equipment.

Again, thanks for the opportunity !

Mike Lojacono
Boston Freightliner, Inc.
Sales Representative
(617)-778-3379

x _____
Boston Freightliner

x _____
Town of Millis

Date

Date

PO# _____

DAIMLER

Daimler Truck Financial

September 10, 2015

Mercedes-Benz Financial Services USA LLC, is pleased to offer the following proposal to finance the acquisition of various vehicles by Town of Millis DPW.

Lessee: Town of Willis DPW

Issue Type: Tax-exempt installment financing of various equipment, subject to annual appropriation

Equipment Type: (1) Freightliner 108SD

6 WHEEL DUMP/Plow/Sander

Amount Financed: \$179,535.00

	<u>Option 1</u>	<u>Option 2</u>
Term:	4 yrs/annual/advance	5 yrs/annual/advance
Rate:	3.45%	3.35%
Payment:	\$47,192.46	\$38,311.46

The Quoted Interest Rate assumes the Lessee designates the lease as "Bank-Qualified" pursuant to Section 265(b) of the IRS Code.

Subject to credit qualification and based on the terms described above, MBFS is quoting the Interest Rates as shown in the tables provided above. This quote and the Interest Rates stated herein expires as of the Date shown on this pricing quote and shall have no effect on any prior documentation signed by the parties. This pricing quote is not a commitment and is subject to credit approval by MBFS; credit qualification based on the terms of the transaction; verification of eligibility for tax-exempt financing; and mutually agreeable documentation executed and submitted to MBFS for funding. Any subsequent pricing quote, Commitment Letter or documentation executed by the parties will supersede and replace this pricing quote.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect any Federal, State or Local tax benefits are assumed in determining the above Quote.

LEGAL OPINION: The Lessee's Counsel shall furnish MBFS with an opinion covering this transaction and the documents used herein. This Opinion shall be in a form and substance satisfactory to MBFS.

This rate expires on October 10, 2015

I look forward to working with you on this transaction.

Sincerely,

Riley Holland
Daimler Truck Financial

DAIMLER

Daimler Truck Financial

September 10, 2015

Mercedes-Benz Financial Services USA LLC, is pleased to offer the following proposal to finance the acquisition of various vehicles by Town of Millis DPW.

Lessee: Town of Willis DPW

Issue Type: Tax-exempt installment financing of various equipment, subject to annual appropriation

Equipment Type: (1) Freightliner 114SD

Amount Financed: \$216,195.00

TEN WHEEL Dump / Plow / Sander

	<u>Option 1</u>	<u>Option 2</u>
Term:	4 yrs/annual/advance	5 yrs/annual/advance
Rate:	3.45%	3.35%
Payment:	\$56,825.53	\$46,132.70

The Quoted Interest Rate assumes the Lessee designates the lease as "Bank-Qualified" pursuant to Section 265(b) of the IRS Code.

Subject to credit qualification and based on the terms described above, MBFS is quoting the Interest Rates as shown in the tables provided above. This quote and the Interest Rates stated herein expires as of the Date shown on this pricing quote and shall have no effect on any prior documentation signed by the parties. This pricing quote is not a commitment and is subject to credit approval by MBFS; credit qualification based on the terms of the transaction; verification of eligibility for tax-exempt financing; and mutually agreeable documentation executed and submitted to MBFS for funding. Any subsequent pricing quote, Commitment Letter or documentation executed by the parties will supersede and replace this pricing quote.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect any Federal, State or Local tax benefits are assumed in determining the above Quote.

LEGAL OPINION: The Lessee's Counsel shall furnish MBFS with an opinion covering this transaction and the documents used herein. This Opinion shall be in a form and substance satisfactory to MBFS.

This rate expires on October 10, 2015

I look forward to working with you on this transaction.

Sincerely,

Riley Holland
Daimler Truck Financial