



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Andrew M. Pappastergion*  
Commissioner

February 5, 2013

Board of Selectmen  
Town Hall  
Brookline, MA 02445

Dear Board Members:

The Cartegraph Workflow Management software system utilized by the Department includes a pavement management module that allows the Town to easily maintain an updated segment inventory that includes several different data points, including annual inspection and maintenance records, to establish the roadway Pavement Condition Index (PCI) for the Town. In order to populate this module with an updated roadway inventory, the Department of Public Works has solicited the attached proposal from Fay, Spofford & Thorndike (FST) to provide a scope of services which includes an updated Pavement Condition Survey of the Town; programming of the survey database within Cartegraph; integrating all data with the Town's GIS, and other miscellaneous services. Upon completion of the project the Department will be able to develop a list of various roadway projects that maximizes the available manpower and financial resources to improve our overall PCI.

FST was selected based on their successful completion of previous pavement management inventory inspections for municipal clients in Massachusetts using the pavement management portion of the Cartegraph software suite. Upon completion of the work the Department will be better able to budget the manpower and financial resources needed to establish the annual roadway projects to best improve the Pavement Condition Index each year.

The Department of Public Works respectfully requests that the Board of Selectmen award and execute Contract No. PW/13-16 Pavement Management System, with Fay Spofford & Thorndike of Burlington, MA. Funding for this contract will come from accounts 4908K058 6H0026, 4911K058 6H0026, and 4912K058 6H0026.

Sincerely,

  
Andrew M. Pappastergion  
Commissioner of Public Works



**FAY, SPOFFORD &  
THORNDIKE**  
5 Burlington Woods  
Burlington, MA 01803  
Toll Free: 800.835.8666  
T: 781.221.1000  
F: 781.229.1115  
www.fstinc.com

February 1, 2013

Mr. Todd M. Kirrane  
Transportation Administrator  
Brookline Town Hall, 4<sup>th</sup> Floor  
333 Washington Street  
Brookline, MA 02445

Subject: **Pavement Management Services Contract**

Dear Mr. Kirrane:

In response to your request, Fay, Spofford & Thorndike, LLC, (FST) is pleased to submit this contract relative to developing and implementing a Pavement Management System using your CartêGraph's PAVEMENT *view*®Plus software.

Below are the tasks to successfully establish and deliver a long-term Pavement Management System for the Town of Brookline to stand behind. Our Scope of Services is as follows:

**SCOPE OF SERVICES:**

**Develop and Implement a Pavement Management System:** FST will evaluate approximately 105 undivided roadway miles for pavement condition utilizing the ASTM 6433 "Roads Pavement Condition Index (PCI) Surveys" to build a comprehensive pavement management database to identify cost-effective roadway repairs and to model various funding scenarios. FST will collect and input condition data into a database, perform computer modeling, and produce a written final report of findings and recommendations.

- 1. Project Initiation Meeting:** FST will meet with Brookline Department of Public Works (DPW) personnel to review Town goals and objectives. FST will discuss field data elements to be gathered; review the data collection plan and schedule; prioritize areas for fieldwork; maximum and minimum pavement management sectioning and size of sample lots. FST will also review and gather pertinent historical pre-existing data to assist with building the Town's database before the collection of field data.
- 2. Build Database:** FST office staff will perform all pertinent data entry and conversion tasks to migrate relevant existing Town data into CartêGraph's PAVEMENT *view*®Plus software. Data configuration to include pavement management system tables, libraries, deterioration curves, repair alternatives, and decision matrix as required by Town. All data will be inputted to one central CartêGraph database. Data entry will be made through VPN access provided by Brookline.
- 3. Pavement Data Collection:** FST will inventory and evaluate pavement conditions on approximately 105 undivided road miles. FST will identify pavement management segments based on pavement condition, type of material, age, geometry, and construction history. Pavement inventory to include basic geo-physical segmentation references, ADT (if available), functional class, pavement type, zone, curb reveal, and

pavement thickness (if available). For each identified pavement segment, FST will use a standard visual pavement distress rating system where type, severity, and extent of distress(s) recordings are used to calculate a Pavement Condition Index (PCI) using a 0 to 100 scale. Also, FST will document general roadway sufficiency ratings for each pavement segment and capture a digital picture image for each segment. Data entry will be made through VPN access provided by Brookline.

4. **Quality Assurance:** FST will ensure quality control of data at all times, including in-office and fieldwork methods to ensure the data's integrity. FST, together with DPW staff, will perform quality assurance in the field for approximately 10 percent of the surveyed pavement segments.
5. **Strategy Meeting:** After data collection, FST and DPW staff will review roadway condition findings, discuss Town repair polices, and prioritize objectives to develop a long-term Pavement Management Strategy. After this meeting, FST will configure pavement deterioration curves to reflect local conditions; revise repairs alternatives; adjust unit costs; and customize decision "triggers" such that future computer generated models "act" as the Town of Brookline.
6. **Data Analysis:** After system configuration, when both FST and the Town have reviewed and accepted the roadway repair "backlog", FST will model several multi-year funding scenarios. FST will use PAVEMENTview®Plus analytical tools to evaluate funding impacts to determine the funding level necessary to sustain roadway deterioration and to improve Town-wide pavement conditions.
7. **Report of Findings:** FST will produce a non-technical report written in layman terms for the Town's financial stewards. The report will include graphs, tables, and figures to convey pavement management concepts, Town-wide pavement conditions, budget analysis, and recommendations. Ten (10) copies of the report will be provided to the Town.
8. **GIS Integration:** FST's GIS analyst will develop a linear route system to aid in the development of a new pavement segment data layer. The data will be contained within CartêGraph's Navigator and an ESRI geodatabase.
9. **Software Training:** FST will provide two (2) software-training sessions for up to six (6) DPW personnel. FST's Pavement Management Specialist will train DPW staff on the field data collection, specifically the pavement distress survey methodology, while one training session will cover the use of CartêGraph's PAVEMENTview®Plus software. Software training includes updating pavement segmentation data, calculating multi-year funding models, and generating reports.

#### **SCHEDULE:**

FST will initiate work efforts of this proposal immediately upon receipt of an executed copy of this Agreement. If inclement weather should prevent field data collection, for each day FST is unable to survey the road the schedule will be set back the equivalent number of days. The task schedule is as follows:

<b>Task</b>	<b>Expected Completion Schedule</b>
Executed Contract—Notice to Proceed	February 15, 2013
Project Kickoff/System Configuration Meeting	February 26, 2013
Build Database/System Configuration	March 29, 2013
Field Data Collection	May 24, 2013
Quality Assurance	Ongoing
Strategy Meeting	June 3, 2013
Data Analysis and Report of Findings	June 28, 2013
Software Training	August 9, 2013

**FEE:**

Our fee to complete the proposed scope of services as defined above is Fifty Thousand, Two Hundred, and Fifty Dollars (\$50,250.00). Should the scope of services be expanded, prior to undertaking the additional services, FST will discuss the additional fee to accomplish the additional scope and an amendment to this Agreement will be executed.

**INVOICES:**

FST will invoice the Town on a monthly basis during the performance of our services. The amount of each invoice will be based on the percentage completion for each work task at the time of work performance.

**ACCEPTANCE OF THIS PROPOSAL:**

Acceptance of this proposal by signing and dating in the spaces provided, and returning one signed copy to FST, shall constitute an Agreement by and between FST and the Town of Brookline Department of Public Works for performing the described services. Our receipt of an accepted copy of the Agreement shall also constitute our formal Notice to Proceed.

FST's Amended General Terms and Conditions are attached and a part of this Agreement.

Thank you for this opportunity to be of assistance to the Town of Brookline. If you have any questions or comments pertaining to this proposal, please contact William Scarpati, our Senior Asset Management Specialist, at (781) 221-1165 or by email at [wscarpati@fstinc.com](mailto:wscarpati@fstinc.com). We look forward to working on this exciting project!

Very truly yours,

FAY, SPOFFORD & THORNDIKE, LLC



David P. Mariano, PE  
Vice-President

**CLIENT AUTHORIZATION:**

The Town of Brookline, Massachusetts, agrees with the Scope of Services, Schedule, and Fee, and Amended General Terms and Conditions (attached hereto and acknowledged as being received). Together, they constitute the entire Agreement between Fay, Spofford & Thorndike, LLC, and the Town of Brookline, MA.

**Retainer** (if applicable):        N/A

**Fee for Services:**                \$50,250.00 (Labor and Direct Expenses)

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

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

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

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

Attachment:    FST's General Terms and Conditions  
                     Insurance Certificates

AMENDED GENERAL TERMS AND CONDITIONS**1. SCOPE OF SERVICES**

Fay, Spofford & Thorndike, LLC (ENGINEER), as representative of the CLIENT, shall perform the engineering services described in the attached Proposal.

If ENGINEER's services include the performance of any services during the construction phase of the project, it is understood that the purpose of any such services (including any visits to the site) will be to enable ENGINEER to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the CLIENT with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and has been implemented and preserved by Contractor(s). ENGINEER shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. ENGINEER does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's (s)' failure to furnish and perform its (their) work in accordance with the Contract Documents.

**2. ABSENCE OF WARRANTY**

All services of ENGINEER and its independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally-accepted engineering practice. All estimates or opinions of project or construction costs are provided by ENGINEER on the basis of ENGINEER's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by ENGINEER. Similarly, since ENGINEER has no control over building operation and/or maintenance costs, ENGINEER cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by ENGINEER. No fixed limit of construction costs is established as a part of this Agreement.

There are no warranties of merchantability of fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

**3. INVOICES**

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one-and-one-half percent (1.5%) per month, or the maximum rate allowed by law at the principal place of business of ENGINEER, whichever is less, from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the ENGINEER may, after giving seven days written notice to CLIENT, suspend services without liability until the CLIENT has paid in full all amounts due the ENGINEER on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by CLIENT. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between ENGINEER and CLIENT. In the event the ENGINEER is compelled to take action to collect overdue payments, the CLIENT shall reimburse for all cost and expenses of collection, including without limitation all court costs and reasonable attorney's fees.

**4. CHANGES OR DELAYS**

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the ENGINEER's estimate to perform the services required to complete the Project as ENGINEER understands it to be defined. For those projects involving conceptual or process development work, activities are not often fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The ENGINEER will inform the CLIENT of such situations so that negotiation or change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease

in the cost of ~~or time~~ required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the CLIENTS failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Proposal.

**5. PAYMENT**

Where the method of contract payment is based on a cost reimbursement (i.e., hourly rates, time-and-material, direct personnel expense, or per diem) basis, the following provisions shall apply:

a. ~~The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at any of the ENGINEER's offices is one-half (1/2) hour. When applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the CLIENT will be advised at the start of an assignment, task, or phase.~~ *DRM 2/1/13*

b. Unless the accompanying Proposal provides otherwise, expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing and reproduction costs; professional and technical consultants or subcontractors; computer charges; and expendable materials and supplies purchased specifically for the Project. ~~A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When ENGINEER, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense, subject to the prior written approval of the CLIENT.~~ *DRM 2/1/13*

c. Invoices for effort on a cost-reimbursement basis will be ~~submitted showing labor (hours worked) and total expenses, but not actual with documentation. If requested by CLIENT, documentation will be provided at the cost of providing such documentation, including labor and other costs.~~ *DRM 2/1/13*

**6. TERMINATION**

No termination of this Project by the CLIENT shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the ENGINEER and an opportunity for consultation been given. A final invoice will be calculated within three weeks following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either the ENGINEER or CLIENT may terminate any Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of contract payment is lump sum, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. ~~In any event, an equitable adjustment shall be made to provide for termination settlement costs the ENGINEER incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.~~ *DRM 2/1/13*

**7. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, employees, agents, and independent professional associates, subcontractors and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of ENGINEER or ENGINEER'S officers, directors, employees, agents or independent professional and associates or subcontractors or consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement, or the total amount of \$1,050,000, whichever is greater.

*DTM 2/1/13*

## 8. INSURANCE

The ENGINEER shall obtain and maintain during the performance of this agreement its standard insurance coverage as follows:

Professional Liability insurance policy during the performance of this agreement for negligent acts, errors or omissions arising out of performance of this agreement in the amount of \$1,000,000

Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.

Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence, and general aggregate for bodily injury (including death), which shall include premises, operations, completed operations, and contractual liability coverage, and if services include activities below ground surface, then coverage for underground property damage, collapse, and explosion hazards.

Automobile Liability coverage in the amount of \$1,000,000 combined single limit for bodily injury (including death) and property damage, including non-owned and hired vehicles.

Valuable Papers Insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to work covered by this agreement in the event of loss or destruction until final fee payment is made or all data is turned over to the client.

The ENGINEER shall provide Certificates and any renewals substantiating that the required insurance coverage is in effect, and will submit said Certificates prior to commencing work associated with this Agreement. The ENGINEER shall notify the CLIENT should coverage become unavailable, agrees to purchase at its own expense Worker's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and will, upon request, furnish insurance certificates to CLIENT. The ENGINEER agrees to indemnify the CLIENT for claims and damages to the extent caused by negligent acts, errors or omissions of the ENGINEER, subject to the limit of liability contained in Section 7. ENGINEER agrees to purchase whatever additional insurance is requested by CLIENT (presuming such insurance is available from carriers acceptable to the ENGINEER) provided the premiums for additional insurance are reimbursed by CLIENT.

*DTM 2/1/13*

## 9. HAZARDOUS SUBSTANCES

It is understood and agreed that, in seeking the professional services of the ENGINEER under this Agreement, CLIENT may be requesting the ENGINEER to undertake the uninsurable obligations for CLIENT's benefit involving the presence or potential presence of hazardous substances. Therefore, except for activities relating to hazardous waste disposal and cleanup of environmental pollutants; specification of a product, material or process containing asbestos; failure to detect the existence or proportion of asbestos in a product, material or process; the abatement, replacement or removal of a product, material or process containing asbestos; and also except for activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed), the ENGINEER shall indemnify the CLIENT for any loss or damage solely caused by the professional negligence, errors or omissions of the ENGINEER in performance of the services under this Proposal or any related Agreement, subject to the limitation of liability contained in Section 7.

## 10. INDEMNIFICATION

With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described in Section 9, and to the extent the same are not covered by the insurance maintained by the ENGINEER described in Section 8, CLIENT shall, to the extent permitted by law, defend, indemnify and hold harmless the ENGINEER and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of the ENGINEER's services under this Agreement including, but not limited to, the

ENGINEER's professional negligence, errors or omissions.

## 11. CONFIDENTIALITY

The ENGINEER shall maintain as confidential and not disclose to others without CLIENT'S prior written consent, all information obtained from CLIENT, not otherwise previously known to the ENGINEER or in the public domain, as CLIENT expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the ENGINEER, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

CLIENT agrees that ENGINEER may use and publish CLIENT's name and a general description of the ENGINEER'S services with respect to the Project in describing the ENGINEER'S experience and qualifications to other clients or potential clients.

## 12. REUSE OF DOCUMENTS

Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data and all other documents and information produced in connection with the project, prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and the ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER or to the ENGINEER'S independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation by the CLIENT will entitle the ENGINEER to further compensation at rates to be agreed upon by CLIENT and the ENGINEER.

*DTM 2/1/13*

## 13. CONTROLLING AGREEMENT

To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms set forth in CLIENT'S purchase order, requisition or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the ENGINEER. The ENGINEER'S acknowledgment of receipt of any purchase order, requisition, notice or authorization or the ENGINEER'S performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

## 14. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of the ENGINEER, unless otherwise required by law or Court Order.

*DTM 2/1/13*

## 15. GOVERNING LAWS

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ENGINEER.

## 16. DISPUTE RESOLUTION

In the event of any dispute arising out of or connected with this Agreement, such dispute shall be referred to and resolved as follows: within 10 days of the receipt of notice of a claim by either party, each side shall select an arbitrator and the two arbitrators shall select a third. These three arbitrators shall meet and decide upon the appropriate language, governing law, jurisdiction, rules of discovery and procedures to be used, and shall promptly notify both parties of

*DTM 2/1/13*

these decisions. The arbitration shall be conducted in accordance with these rules and procedures and a written arbitration ruling shall be rendered to both parties. Any ruling of the arbitrators so rendered shall be enforceable in the manner prescribed by the arbitrators.

This arbitration may be commenced at any time prior to or after completion of the project, provided that if it is commenced prior to completion of the project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration being conducted.

*DSM 2/1/13*

17. ~~CONSEQUENTIAL DAMAGES~~

Notwithstanding any other provision of this Agreement, and to the fullest extent

permitted by law, neither the Client nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

*DSM 2/1/13*



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: AD

DATE (MM/DD/YYYY)

02/01/2013

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> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>Phone: 781-245-5400</b> <b>Fax: 781-245-5463</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> <b>FAYS-1</b>	<b>FAX (A/C, No):</b>
	<b>INSURED</b> <b>Fay, Spofford &amp; Thorndike LLC</b> <b>5 Burlington Woods</b> <b>Burlington, MA 01803</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A: XL Specialty Insurance Co.</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
		<b>NAIC #</b> <b>37885</b>	

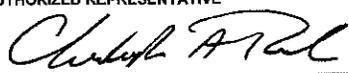
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	<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	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
<b>A</b>	<b>ARCH/ENG. E&amp;O</b>			<b>DPR9702209</b> <b>DED \$50,000</b>	<b>07/01/2012</b>	<b>07/01/2013</b>	<b>AGGREGATE</b> <b>EACH CL.</b>	<b>1,000,000</b> <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.  
 RE: Town of Brookline for Pavement Management Services.

**CERTIFICATE HOLDER****CANCELLATION**

<b>BROOK-3</b>  <b>TOWN OF BROOKLINE</b> <b>TOWN HALL, 4TH FLOOR</b> <b>333 WASHINGTON STREET</b> <b>BROOKLINE, MA 02445</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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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BS

DATE (MM/DD/YYYY)

02/01/13

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> McLaughlin Insurance Agency 828 Lynn Fells Parkway Melrose, MA 02176 John E. McLaughlin Jr.		Phone: 781-665-2775 Fax: 781-665-0295	<b>CONTACT NAME:</b> William B. Markhard, CPCU <b>PHONE (A/C, No, Ext):</b> 781-665-2775 <b>FAX (A/C, No):</b> 781-665-0295 <b>E-MAIL ADDRESS:</b> wmarkhard@mclaughlininsurance.com <b>PRODUCER CUSTOMER ID #:</b> FAYSP-1
<b>INSURED</b> Fay, Spofford & Thorndike, LLC Attn: Robin Yeomelakis 5 Burlington Woods Burlington, MA 01803		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Insurance Company <b>INSURER B:</b> Peerless Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 19682 24198	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			08UUNRO9663	05/01/12	05/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Products/Comp.Ops						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	<b>AUTOMOBILE LIABILITY</b>			08MCPHE4031-MA	05/01/12	05/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS			<b>Comp ded</b> \$ 500			
	<input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>Coll ded</b> \$ 500			
A	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	OCCUR	08XHURO9389	05/01/12	05/01/13	EACH OCCURRENCE \$ 13,000,000
	<b>EXCESS LIAB</b>	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 13,000,000
	<b>DEDUCTIBLE</b>						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			08WBLE0078	05/01/12	05/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Valuable Papers</b>			IM8436262	05/01/12	05/01/13	Limit ded 4,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional Insured(s) are as follows if required by written contract with named insured: Town of Brookline

**CERTIFICATE HOLDER****CANCELLATION**

<b>BROOK-1</b>  Town of Brookline Department of Public Works Town Hall 4th floor 333 Washington Street Brookline, MA 02445	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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