PURCHASING

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-2779

This Agreement is entered into by and between

University of Massachusetts, Amherst
as represented by its Archaeological Services
Attn: Jennifer Donais
70 Butterfield Terrace
Amherst, MA 01003-9280
413-545-5888 / 413-577-1595
jadonais@research.umass.edu

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Treasury Department but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of an Archaeological Professional; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton’s Request for Proposal No. 10-21, dated 10/15/09 issued by Re Cappoli, Chief Procurement Officer (hereinafter "Request for Proposals");

-- Technical and Price Proposal of University of Massachusetts, Amherst, each dated October 27, 2009 and signed by Jennifer A. Donais, (hereinafter, "Contractor’s Proposal");

2. Scope of Work

A community-wide reconnaissance level survey to identify the patterns of prehistoric and historic occupation and activity in Newton, and to determine known and probable locations of archaeological resources associated with these patterns.

3. Term of Agreement

Work under this RFP is expected to begin the day of contract execution and shall extend for 10 months.

4. Payment procedures

The Contractor shall be paid as follows:

The City of Newton has established a fixed fee of thirty-five thousand dollars ($35,000.00) for the Scope of Services described herein. At the completion of each of the four project phases, the Contractor shall be paid eight thousand seven hundred and Fifty dollars ($8,750) after the submission of an invoice.
5. **Indemnification**

The Contractor acknowledges and agrees that to the full extent allowed by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in performance under this Agreement.

6. **Insurance**

The Contractor will provide the City with a certificate of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars ($1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

7. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. **Non-assignability**

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

9. **Entire Agreement**

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

**THIS SPACE INTENTIONALLY LEFT BLANK.**
IN WITNESS WHEREOF, the parties have set their hands and seals to this and two like originals.

CONTRACTOR
University of Massachusetts, Amherst
as represented by its Archaeological Services

By ____________________________
Jennifer A. Donais, Assoc. Director
Grant and Contract Administration

Date 4-26-2010

CITY OF NEWTON

By ____________________________
Chief Procurement Officer

Date 5-24-10

By ____________________________
Director of Planning and Development

Date 6-2-10

City funds in the amount of $ 35,000.00 are available in account number 21B11415-5301.

I further certify that the Mayor is authorized to execute contracts and approve change orders.

By ____________________________
Controller of Accounts

Date 5-28-10

Approved as to Legal Form and Character

By ____________________________
Associate City Solicitor

Date 4-11-10

CONTRACT AND BONDS APPROVED

By ____________________________
Setti D. Warren, Mayor

Date 6-4-10
CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of ____________________________
   (insert full name of Corporation)

2. corporation, and that ____________________________
   (insert the name of officer who signed the contract and bonds)

3. ____________________________
   (insert the title of the officer in line 2)

4. ____________________________
   (insert a date that is ON OR BEFORE the date the officer signed the contract and bonds)

   at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. ____________________________ the ____________________________
   (insert name from line 2) (insert title from line 3)
   of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: ____________________________
   (Signature of Clerk or Secretary)*
   AFFIX CORPORATE
   SEAL HERE

7. Name: ____________________________
   (Please print or type name in line 6)*

8. Date: ____________________________
   (insert a date that is ON OR AFTER the date the officer signed the contract and bonds)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.
EXTRACT FROM THE RECORDS OF
UNIVERSITY OF MASSACHUSETTS

Granting Authority to Execute Contracts and All Other Instruments

I, Barbara DeVico, Secretary of the Board of Trustees of the University of Massachusetts, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor’s Conference Room, Boston, Massachusetts:

“Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees.”

I further certify that the Senior Vice President for Administration, Finance and Technology and Treasurer of the University, David J. Gray, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in his absence, he has designated Philip J. Marquis, Assistant Vice President for Central Administrative Services and Associate Treasurer.

I further certify that effective December 1, 2009, the following is a list of designated individuals authorized in accordance with the aforereferenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

Amherst Campus
Robert C. Holub, Chancellor, Amherst Campus, Amherst, Massachusetts,
John Dubach, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts,
Michael Malone, Vice Chancellor, Amherst Campus, Amherst, Massachusetts,
Bruce F. McCandless, Director of Research Affairs, Amherst Campus, Amherst, Massachusetts,
Carol P. Sprague, Director of the Office of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,
Jennifer A. Donais, Associate Director of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,
Laura J. Howard, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts

Boston Campus
J. Keith Motley, Chancellor, Boston Campus, Boston, Massachusetts,
Ellen M. O’Connor, Vice Chancellor for Administration & Finance, Boston Campus, Boston, Massachusetts,
Winston Langley, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,
Zong-Guo Xia, Vice Provost for Research and Strategic Initiatives, Boston Campus, Boston, Massachusetts,

**Dartmouth Campus**
Jean MacCormack, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,
Anthony Garro, Provost & Vice Chancellor for Academic Affairs, Dartmouth Campus, Dartmouth, Massachusetts,
Deborah McLaughlin, Vice Chancellor for Administrative and Fiscal Services, Dartmouth Campus, Dartmouth, Massachusetts,
William A. Mitchell, Associate Vice Chancellor of Finance, Dartmouth Campus, Dartmouth, Massachusetts,
Lou Petrovic, Associate Vice Chancellor for Research Development / CVIP Officer, Dartmouth Campus, Dartmouth, Massachusetts,
John Miller, Director of Operations / ATMC, Dartmouth Campus, Dartmouth, Massachusetts,
Joanne Zanella-Litke, Director, Office of Research Administration, Dartmouth Campus, Dartmouth, Massachusetts,
Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,

**Lowell Campus**
Martin T. Meehan, Chancellor, Lowell Campus, Lowell, Massachusetts,
Joanne Yestramski, Vice Chancellor for Administration, Finance, Facilities & Technology, Lowell Campus, Lowell, Massachusetts,
Jacqueline F. Moloney, Executive Vice Chancellor, Lowell Campus, Lowell, Massachusetts,
Ahmed Abdelal, Provost, Lowell Campus, Lowell, Massachusetts,
Steven O’Riordan, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,
Linda Concino, Proposal Development Manager, Lowell Campus, Lowell, Massachusetts,
Julie Chen, Interim Vice Provost for Research, Lowell Campus, Lowell, Massachusetts,

**President’s Office**
Tom Chmura, Vice President for Economic Development, President’s Office, Boston, Massachusetts,
Lynn Griesemer, Associate Vice President for Economic Development and Executive Director for the Donahue Institute, President’s Office, Boston, Massachusetts,
John Klenakis, Deputy Director for the Donahue Institute, President’s Office, Boston, Massachusetts,

**Worcester**
Michael F. Collins, MD, Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,
Robert Jena!, Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,
Thomas D. Manning, Deputy Chancellor for Commonwealth Medicine and Strategic Facilities Planning, University of Massachusetts Medical School, Worcester, Massachusetts,
John L. Sullivan, Director, Office of Research, University of Massachusetts Medical School, Worcester, Massachusetts,
Sheila Noone, Director of Clinical Research, University of Massachusetts Medical School, Worcester, Massachusetts,
Patricia McNulty, Director of Research Funding, University of Massachusetts Medical School, Worcester, Massachusetts, 
Bethanne Giehl, Assistant Director of Research Funding, University of Massachusetts Medical School, Worcester, Massachusetts,

I further certify that David J. Gray, Philip J. Marquis, Robert C. Holub, John Dubach, Michael Malone, Bruce F. McCandless, Carol P. Sprague, Jennifer A. Donais, Laura J. Howard, J. Keith Motley, Ellen M. O'Connor, Winston Langley, Zong-Guo Xia, Jean MacCormack, Anthony Garro, Deborah McLaughlin, William A. Mitchell, Lou Petrovic, John Miller, Joanne Zanella-Litke, Michelle M. Plaud, Martin T. Meehan, Joanne Yestramski, Jacqueline F. Moloney, Ahmed Abdelal, Steven O'Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, John Klenakis, Michael F. Collins, MD, Robert Jena!, Thomas D. Manning, John L. Sullivan, Sheila Noone, Patricia McNulty, and Bethanne Giehl are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: 4.26.10  
Barbara DeVico, Secretary to the Board of Trustees
CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

THE COMMONWEALTH OF MASSACHUSETTS

(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L and with the requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Jennifer A. Donais, Assoc. Director
Grant And Contract Administration

Name of person signing proposal

Signature of person signing proposal

UNIVERSITY OF MASSACHUSETTS - AMHERST

Name of Business (Please Print or Type)

Affix Corporate Seal here
ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

Jennifer A. Donals, Assoc. Director
Grant And Contract Administration

**Signature of Individual or Corporate Contractor (Mandatory)**

By: ________________________ Date: ____________

Jennifer A. Donals, Assoc. Director
Grant And Contract Administration

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.
MEMORANDUM TO: Carol P. Sprague, Director, OGCA
FROM: Shane R. Conklin, Director of Risk Management and Insurance
SUBJECT: INSURANCE COVERAGE

January 5, 2005

The following represents an update of the University’s insurance coverage as of January 5, 2005.

General Liability
The University has a Commercial General Liability policy with limits of $1,000,000 per occurrence and $3,000,000 in the aggregate.

Directors and Officers
The Directors and Officers liability policy limit is $3,000,000 in the aggregate.

Automobile Liability
The University is self-insured in accordance with Chapter 258 of the Massachusetts General Laws for automobile liability with respect to vehicles that are owned by the University.

The University has automobile insurance policies with respect to leased vehicles covering liability ($1,000,000 per occurrence), and collision and comprehensive damages to the leased vehicles.

The University has an automobile insurance policy covering liability only with respect to hired (rented or borrowed vehicles) and non-owned (excess over any employee policy using their personal vehicle on university business) vehicles with a $1,000,000 limit per occurrence. Physical damage waivers should generally be purchased when renting vehicles on University business.

Property
The University of Massachusetts, as an agency of the Commonwealth of Massachusetts, is self-insured for property loss subject to appropriation.

Worker’s Compensation
The University is self-insured for Worker’s Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

Should you need additional information, please contact me at 413-587-2055 or Leesa Lesenski at 413-587-2060.
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
Marsh USA, Inc.
99 High Street
Boston, MA 02110
Attn: BostonCertrequest@marsh.com Fax 212-948-4377

**INSURED:**
UNIVERSITY OF MASSACHUSETTS
OFFICE OF THE TREASURER
333 SOUTH STREET, SUITE 450
SHERWsbury, MA 01545

**DATES:** 3/12/2010

**INSURERS AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC #</th>
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<td>19437</td>
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**COVERAGES**

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. Aggregate limits shown may have been reduced by paid claims.

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<th>NSR</th>
<th>A</th>
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<th>INSUR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**EXCESS EMPLOYERS' LIABILITY**

- Any Proprietor/Partner/Executive Y/N Officer/Member Excluded (Mandatory in IR if yes, describe under SPECIAL PROVISIONS below)

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

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<th>WC STATUTORY LIMITS</th>
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**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**CERTIFICATE HOLDER**

NYC-004080107-01

**CITY OF NEWTON**

ATTN: PURCHASING DEPARTMENT
1000 COMMONWEALTH AVE.
NEWTON CENTRE, MA 02459-1449

**AUTHORIZED REPRESENTATIVE**

Edward R Ford

**ACORD 25 (2009/01)** © 1998-2009 ACORD CORPORATION. All Rights Reserved
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

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<tr>
<th>INSURERS AFFORDING COVERAGE</th>
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<tr>
<td>INSURER A: Lexington Insurance Company</td>
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<td>INSURER B:</td>
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<td>INSURER C:</td>
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<td>INSURER E:</td>
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COVERAGES

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<th>INSURER</th>
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DESCRIPTION OF OPERATIONS/LOCATION/Vehicles/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS


CITY OF NEWTON IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO OPERATIONS BY OR ON BEHALF OF THE UNIVERSITY OF MASSACHUSETTS OR OPERATION OF FACILITIES OF THE UMASS OR USE OF FACILITY BY U MASS AS THEIR INTEREST MAY APPEAR.

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER

CITY OF NEWTON
ATTN: PURCHASING DEPARTMENT
1000 COMMONWEALTH AVE
NEWTON CENTRE, MA 02459-1449

AUTHORISED REPRESENTATIVE
Edward R Ford

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