



# Town of Bolton Department of Public Works

12 Forbush Mill Road – Bolton, MA 01740

Phone - (978) 779-6402 Fax – (978) 779-0301

[dpw@townofbolton.com](mailto:dpw@townofbolton.com)

## RANDOM CRACK SEALING

The Town of Bolton will accept sealed bids for RANDOM CRACK SEALING – POLYMER & CRUMB MODIFIED ASPHALT COMPOUND WITH REINFORCING FIBERS. Bids may be mailed / delivered to:

Harold Brown, Director – Town of Bolton Department of Public Works – 12 Forbush Mill Road – Bolton, MA 01740. All bids must be received no later than **11:00AM on July 12, 2016**. Bids will be publicly opened and read at that time. The Awarding Authority is the Town of Bolton Town Administrator / Board of Selectmen.

All bids shall be in sealed envelopes and plainly marked “Bid for Crack Sealing”. All bidders shall bid on a price per gallon.

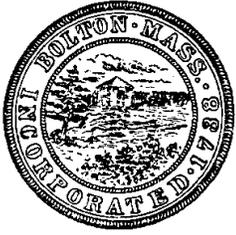
The Contractor shall furnish all labor in accordance with minimum wage rates as per Chapter 149 of the General Law, Section 26 and 27D inclusive as amended. Equipment, tools, materials, and workmanship shall be in accordance with the specifications. The Director of Public Works shall reserve the right to stop any job if, in his opinion, it doesn't meet the specifications as set forth.

All bidders must include in their bid package a bid deposit in the form of a certified check, bank treasurer's or cashier's check, or a bid bond from a licensed surety company in the amount of 5% (five percent) of the bid amount. Checks shall be made payable to the Town of Bolton. All bid packages must also include:

- Certification of Good Faith
- Tax Compliance
- Certificate of Non-Conflict of Interest
- Non-Collusion Statement
- Wage Rate Certification

Bid packets and specifications can be picked up at the Town of Bolton Department of Public Works – 12 Forbush Mill Road – Bolton, MA 01740 – Monday through Thursday 8:00AM to 3:00PM beginning June 23, 2016. Bid packages may also be emailed by contacting [dpw@townofbolton.com](mailto:dpw@townofbolton.com).

The Town of Bolton reserves the right to waive any informality in, and reject any or all bids, or accept all or any part thereof, and to make awards in matters deemed in the best interest of the Town. The Town of Bolton is an EEO and encourages MBE and WBE to bid.



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Phone - (978) 779-6402 Fax – (978) 779-0301

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## INVITATION FOR BIDS

### CRACK SEALING

1. The bidder's quotation must be properly filled out, signed, sealed and endorsed, "**Bid for Crack Sealing**" addressed to the Bolton Department of Public Works, 12 Forbush Mill Road, Bolton, MA 01740. The Proposal shall be in a sealed envelope bearing on the outside the name and address of the bidder. Telephone responses and faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of bids not properly marked.
2. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as informal by Bolton Department of Public Works. Conditional bids will not be accepted. The Town reserves the right to reject any and all bids and to make awards in a manner deemed in the best interest of the Town.
3. The bidder will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, and the Town of Bolton.
4. All submitted proposals and associated price quotes must be guaranteed to the Town of Bolton for the length of time indicated on the bid sheet.
5. Materials, equipment and supplies used on this project are exempt from taxation to the extent provided by Massachusetts General Law, Chapter 64H, and sections 6(d)(f). Any such taxes must not be included in any quoted price. Massachusetts Tax Exemption Certificate #046-001-092.
6. Insurance: Before any work begins, all insurance policies must be in place and remain in effect for the term of the contract. Subcontractors must meet all insurance requirements also. All required insurance shall be written with such companies qualified to do business in Massachusetts and shall be in accordance with the general laws of the State of Massachusetts. Contractors must maintain a policy of leading comprehensive public and commercial general liability, owner's protective liability, property damage, and automobile liability insurance (for all vehicles used in completion of this contract) under which the contractor is named as insured and the Town of Bolton is named as additional insured, and under which the insurer agrees to provide coverage in the minimum amounts set forth below. Workers Compensation coverage must be maintained for all of the contractor's employees as required by Massachusetts General Law. The minimum amounts of such General Liability insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence/combined single limit and shall be not less than Two Million Dollars (\$2,000,000) in the aggregate per location. If at any time during the contract the contractor fails to provide insurance as established above, this shall be considered a breach of contract and grounds for the termination of the contract. By accepting the contract, the contractor agrees to indemnify, pay on behalf of, defend and hold harmless the Town of Bolton from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town of Bolton by reason of (a) any failure on the part of the contractor to comply with any provision or term required to be performed or complied with by the contractor under this contract, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town of Bolton. The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding

brought hereon, and the defense thereof with counsel acceptable to the Town of Bolton selected by an insurance company which has accepted liability for any such claim. The contractor shall furnish the Town with certificates of insurance as proof of the above, before any work is to commence.

7. All prices and delivery times quoted must be firm. Quote F.O.B. Destination, your delivery, Town of Bolton.
8. The contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Department of Public Works of the Town.
9. When quoting, the bidder shall submit one (1) signed copy of this proposal and specifications with their quotation and if the quotation is accepted by the Town it shall constitute part of the contract of purchase.
10. Before submitting a quotation, each bidder must make a careful study of all specifications and bidding/contract requirements and fully assure themselves as to the quality/quantity of the services required.
11. The proposal for this work must cover all contingencies, including all labor and equipment, transportation, etc., necessary for the execution and completion of the services required by the Town of Bolton.
12. If bidders have any questions to ask about specifications or terms of the Invitation for Bid, they must be made prior to submitting a bid. No further consideration will be given after the bid opening.
13. The contract agreement will be in the form customarily employed by the Town and is on file in the Department of Public Works.
14. The specifications as detailed under the part entitled **BID SPECIFICATIONS** shall constitute part of the contract of purchase.
15. Bids may be withdrawn without penalty prior to the time and date specified. Requests to withdraw a bid must be made in writing, addressed to the Department of Public Works. On any bid withdrawn after the time and date specified, the bidder shall forfeit their deposit on bid as liquidated damages.
16. **Sealed bids may be mailed / received at the Town of Bolton Department of Public Works – 12 Forbush Mill Road – Bolton, MA 01740. All bids must be received no later than 11:00AM on July 12, 2016. Bids will be publicly opened and read at that time.**

**TO BE RETURNED WITH BID**

PROPOSAL To the Town of Bolton, herein called the Owner, acting through its Department of Public Works, for the purchase of **Crack Sealing**, as required by the Town of Bolton, for the Department of Public Works.

Bidders' attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, bidder is requested to submit the following information and any other information deemed necessary by the bidder. All of the following information regarding the Bidder must be completed.

Please indicate business type by placing an "X" next to the appropriate category:

Corporation  Partnership  Proprietorship

If a Corporation  
Full Legal Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_

If a Partnership  
Full Legal Name \_\_\_\_\_

If a Proprietorship

Name of Owner or d/b/a \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

Business Mailing Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

Qualified to do business in Massachusetts  YES  NO

Give full names and titles of all the persons and parties interested in foregoing proposals. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager, and in case of partnerships give names of the individual partners.)

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

A foreign corporation is required to submit its certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Massachusetts General Laws.

**TO BE RETURNED WITH BID**

If this proposal shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Sunday or a legal Holiday) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the bidder has abandoned the contract and thereupon the proposal (if required) shall become the property of the Owner as liquidated damages.

Pursuant to M.G.L. Ch. 62C Sec. 49A, I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this bid is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the Town of Bolton is pecuniary interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom.

The undersigned as bidder declares that the only parties interested in this proposal as principals are named herein; that the bidder has carefully examined the specifications therein referred to; and they propose and agree that if this proposal is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the following sum(s) to wit;

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Type or Print Name of Person Signing Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

## BID SPECIFICATIONS

### 1. SCOPE OF WORK

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks, where necessary. The contractor must also furnish all detail officers and traffic control.

### 2. MATERIAL

Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

(a) The asphalt binder shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:

- The binder will meet PG 64-28E requirements after modification including:
  - PG grade requirements of AASHTO M320
  - Requirements of AASHTO TP70/MP19
- Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
- The asphalt supplier shall provide testing for both the neat and modified asphalt binders
- See below for typical modified test results for 64-28E with crumb rubber:

#### DSR ORIGINAL

- kPa >1.00 @ 64° C. Fail temp = 76+° C

#### DSR RTFO

- kPa >2.20 @ 64° C. Fail temp = 76+° C

#### MSCR

- JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C
- R3200 (Average % Recovery): >70%

#### DSR PAV

- kPa <6000 @ 64° C

#### BBR

- Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

(b) Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%
Melting Point (ASTM D3418-82)	>475 degrees F (246 degrees C)
Crimps/Inch (ASTM D3937-90)	None
Cross Section	Round
Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in. **
Specific Gravity (ASTM D792-91)	1.32 to 1.40

\* At temperatures ranging from ambient to maximum finished product mix temperature

\*\* Subject to Normal Variations

The modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

### 3. EQUIPMENT

Equipment used in the performance of the work required by this section of the specification shall be subject to approval by the Owner, and maintained in a satisfactory working condition at all times.

- (a) Air Compressor: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- (b) Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.
- (c) Melter: The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600 degrees F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200 degrees F and 550 degrees F, and must be capable of pumping an 8% fiber content blend.

### 4. PREPARATION OF CRACKS

- (a) Debris and Vegetation Removal: All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000 degrees F and 3,000 feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.
- (b) General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present, nor when the ambient temperature is below 25 degrees F.

### 5. PREPARATION AND PLACEMENT OF SEALANT

- (a) The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the contractor must have a full melter kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the melter kettle, crack sealing operations will cease for the remainder of the day. **No new materials will be allowed to be added to the melter kettle during the work day under any circumstances.** Minimum application temperature shall be 320 degrees F.
- (b) Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (overbanding) shall be no greater than 3 inches. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent the sealant from being picked up.

## 6. WORKMANSHIP

All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Owner.

## 7. PERFORMANCE

(a) It is the intention of the Owner not to award a contract for this work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work, and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract. The Owner reserves the right to reject this or any other proposal, or to award the contract as is deemed to be in the best interest of said Owner

(b) Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. Penalties will be imposed upon the contractor for overbanding beyond three inches (3").

(c) The contractor must submit the following with his bid proposal:

- A list of six (6) jobs which he has successfully completed with the polymer and crumb rubber modified asphalt compound with reinforcing fibers specified herein, giving the name and address of these projects so they can be investigated prior to the award of the contract.
- The trade name of the crack sealant the bidder intends to use.
- The manufacturer of the crack sealant the bidder intends to use.

(d) The Owner will require the contractor to successfully perform a 200 foot test strip in the field prior to commencing work under the contract.

(e) Manufacturer's certificate of material compliance will be furnished to the Owner certifying conformance to the above material specifications, including the following:

- Performance Grade of Unmodified Asphalt: PG 64-28S (standard)
- AASHTO M-320, Table 1
- 7% chemically-modified crumb rubber (CMCR)
  - Composed of 100% 80-mesh recycled tire rubber
- 3-4% specially formulated polymer package
- Performance Grade of Modified Asphalt: PG 64-28E (able to withstand "extremely heavy" traffic loads)
- AASHTO M-320, Table 1
  - "E" Jnr 3.2 kPa @ 64°C: **<0.5%**
  - R3200 (Average % Recovery) @ 3.200 kPa: **>70%**
- 8% polyester reinforcing fibers

(f) Time is of the essence in the completion of this work in order to minimize disruption to the traveling public, and to reduce the CONTRACTOR's cost for police details and inspections of the work in progress. Accordingly, bidders shall submit with their bid the volumetric capacity (in gallons) of the melter kettle proposed to perform the work, together with a statement regarding their average anticipated daily production rate or range of gallons per day of material expected to be applied. The Owner reserves the right to consider its costs for traffic control and inspections in addition to contractor's bid prices to determine the proposal with lowest overall costs.

#### 8. MEASUREMENT AND PAYMENT

(a) The unit of measure (gallons) has been determined by the awarding authority and set forth in the bid documents. Payment shall be at the unit price bid in the proposal and shall be full compensation for furnishing, preparing, placing the material specified and furnishing of all labor, equipment, traffic control and incidentals for the satisfactory completion of this item.

#### 9. LOCATION OF THE WORK

Bidders are required to fully inform themselves of existing conditions of the entire job site(s) where work may be performed over the life of the contract. Lack of knowledge or unfamiliarity of the project(s) or job site(s) after the bid has been awarded will not excuse non-compliance with the requirements of all specifications contained in this bid document. Work will be conducted at various locations throughout the Town as the need arises. Consider the entire Town as the job site.

#### 10. QUANTITY OF WORK:

All quantities, workloads/schedules, projects listed in this bid package are based on projects currently planned and forecasts of projected future needs/requirements. This information is provided only as a guideline. The quantities/work loads are only estimated and must not be construed as minimum or maximum guarantees of actual work to be given to the hired contractor(s). The Town makes no guarantee that any quantities or schedules of work to be performed listed are correct. The contractor(s) will have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities/projects involved being greater or lesser by any amount than those called for in the proposal. The actual amount of work given out to the hired contractor(s) over the life of this contract will be based on the actual needs of the Town of Bolton as determined by the Department of Public Works.

**All bidders must understand that no amount of work, as listed in this Invitation for Bids, is guaranteed. It is possible that of the proposed work, the successful bidder(s) may be assigned all of the work, some of the work and possibly NO work may be assigned as a result of this Bid/Contract. All work, planned, projected or otherwise, will be undertaken/assigned to the successful bidder(s) as the sole discretion of the Bolton Department of Public Works.**

#### 11. INVOICING:

Upon completion of a job or series of jobs, the Contractor(s) will submit invoicing to the Town in a timely manner. All invoicing must clearly indicate which project(s) the invoice is for. All invoices must be itemized in detail, in a manner that reflects the various line item bid pricing as listed in the Bid Section(s) for which this contract is issued. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The Town will pay all invoices Net thirty (30) days.

#### 12. BID PRICING:

**State Labor Rates apply to this project. See the attached for labor rate information.**

Only the bid prices as submitted below will be accepted and paid by the Town to the Contractor for any and all work performed. Bid prices must include all costs, fees, expenses, mobilization costs, etc., for all labor and equipment required to perform the tasks as listed below. No additional fees or costs of any kind will be paid.

**TO BE RETURNED WITH BID**

**CRACK SEALING – FY17**

**RANDOM CRACK SEALING – POLYMER & CRUMB RUBBER MODIFIED ASPHALT  
COMPOUND WITH REINFORCING FIBERS**

**Bid price per gallon:     \$ \_\_\_\_\_**

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company Name (Please Print or Type)



# TOWN OF BOLTON MASSACHUSETTS

Town Hall, 663 Main Street, Bolton, MA 01740  
Phone 978-779-2297 Fax 508-779-5461

## REQUIRED CERTIFICATIONS

1. **CERTIFICATION OF GOOD FAITH** Pursuant to section 10 of chapter 30B of the general laws, (and the Town's policy for all contract pursuant to MGTL c. 30.39M or c. 149.44a-H) the following certificate must be completed and attached to the bid or proposal:

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

BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(COMPANY NAME)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

2. **CERTIFICATION THAT STATE TAXES ARE FILED AND PAID** Pursuant to section forty-nine A of Chapter sixty-two C of the General Laws, the following certification must be completed and attached to the bid or proposal:

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law. My social security number (voluntary) or Federal Identification number is:  
\_\_\_\_\_.

BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(COMPANY NAME)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Approval of a contract or other contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filings or tax payment obligations. Providers who fail to correct non-filing or delinquency will not have a contract or other agreement issued, renewed or extended.

3. **CERTIFICATE OF NON-CONFLICT OF INTEREST**

The undersigned certifies under penalties of perjury that no official or employee of the governmental body for which the attached solicitation is proposed is pecuniarily interested in this proposal or bid or in the contract which it offers to execute or in expected profits to arise therefrom; and further that no official or employee of said governmental body will receive an commission, discount, bonus, gift, contribution, or received from or share in the profits of any person making or performing such contract. 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.

BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(COMPANY NAME)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

4. **NON COLLUSION STATEMENT**

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

BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(COMPANY NAME)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

5. **WAGE RATE CERTIFICATION**

This is to certify that the company will pay the prevailing wage rates as determined by the Massachusetts Department of Labor and Industries required by M.G.L. Chapter 149 Section 26 and 27D.

BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
(COMPANY NAME)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**STANDARD GENERAL CONTRACT FOR  
PROFESSIONAL SERVICES**

Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between the TOWN OF BOLTON, 663 Main Street, Bolton, MA 01740, a municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Administrator as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and **Crack-Sealing, Inc., 2299 Bay Street, Taunton, MA 02780** hereinafter referred to as the "Contractor".

**RECITALS**

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;  
WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;  
WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with:

**RANDOM CRACK SEALING – POLYMER & CRUMB RUBBER MODIFIED ASPHALT COMPOUND  
WITH REINFORCING FIBERS @ 9.67 per gallon**

subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered **EXHIBIT A (BID DOCUMENTS) AND EXHIBIT B (INSURANCE CERTIFICATES)** and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown in **Exhibit A** and which is incorporated herein by reference.

ARTICLE II: Contractor shall commence the performance of this contract within FOURTEEN days of receiving written notice to proceed. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

PROFESSIONAL LIABILITY	\$1,000,000 MINIMUM
UMBRELLA	\$1,000,000 MINIMUM
WORKER'S COMPENSATION	per statutory requirements
AUTOMOBILE LIABILITY INSURANCE:	\$1,000,000.00 each person
	\$1,000,000.00 each accident

Certificates of Insurance acceptable to the Town, naming the Town of Bolton as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: Non-Collusion – The Contractor declares that, as of the date of this contract, no Town Official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town Official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town Official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town Official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the Town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Bolton and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

**Donald Lowe - Town Administrator**  
**Bolton Town Hall**  
**663 Main Street**  
**Bolton, MA 01740**

In the case of the Contractor to:

**Robin A. White – President/Treasurer**  
**Crack-Sealing, Inc.**  
**2299 Bay Street**  
**Taunton, MA 02780**

ARTICLE XV. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVI. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, than the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Bolton and all of its officers, agents, employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

ARTICLE XX – COMPLIANCE – M.G.L. Chapter 62C, Sec 49A

Prior to the issuance of the Contract \_\_\_\_\_, shall attest under the penalties of perjury that it is in compliance with all the laws the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c. 62C, Sec. 49A.

Pursuant to M.G.L. c.52, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number

By \_\_\_\_\_  
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Availability of Funds:

Town of Bolton by its  
Board of Selectmen or Town Administrator  
Date of Board Vote (if any) \_\_\_\_\_

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

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

**Contractor:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

Corporate Seal