



# 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

## **SPECIFICATIONS FOR ASPHALT-RUBBER SURFACE TREATMENT WITH AGGREGATE COVER STRESS ABSORBING MEMBRANE - SAM STRESS ABSORBING MEMBRANE INTERLAYER - SAMI 0395**

This specification covers requirements for materials, manufacture, and application of asphalt rubber as a stress absorbing membrane (SAM) or a stress absorbing membrane interlayer (SAMI). This specification shall consist of an application of a combined reacted mixture of paving grade asphalt cement and ground recycled tire rubber followed immediately with a cover material.

### **1.0 BASE MATERIALS**

#### **1.1 Asphalt Cement**

Asphalt cement for the asphalt-rubber mixture shall be PG 58-28 or PG 64-28, complying with the requirements of appropriate state or local specifications. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier.

#### **1.2 Anti-stripping Agent**

If required, an anti-stripping agent that is heat stable and approved for use by the Town shall be incorporated into the asphalt-rubber material at the dosage required by the job-mix formula (up to 1.0% by weight of asphalt). It shall be added to the asphalt cement prior to blending with the ground rubber.

#### **1.3 Rubber**

The ground rubber shall be vulcanized rubber produced from the ambient temperature processing of scrap, pneumatic tires. The ground rubber shall meet the following gradations: No substitutions will be accepted.

Sieve Size	% Passing
2.00 mm, (#10)	100
1.18 mm, (#16)	90 – 100
0.60 mm, (#30)	25 – 75
0.18 mm, (#80)	0 - 20

The use of rubber of multiple types from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements. The length of the individual rubber particles shall not exceed 3 mm, (1/8"). The rubber shall be accepted by certification from the rubber supplier.

#### 1.4 Aggregate

The aggregate shall conform to the requirement of appropriate state or local specifications for crushed stone. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test (AASHTO T-96) and a 30% maximum for the Flakiness Index Test (NFP 18-561).

The aggregate shall be pre-heated to a temperature between 93°C and 149°C, (200°F and 300°F) and be pre-coated with 0.4% –0.8% (by weight of aggregate) of PG 58-28, PG 64-28 or PG 64-22 asphalt cement prior to application. It is recommended that the aggregate gradation meets AASHTO #67, 7 or 8. Percent passing the 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed. A representative sample of the proposed aggregate shall be furnished to the Asphalt Rubber Supplier to determine design application rates.

### **2.0 ASPHALT-RUBBER MIXING AND REACTION**

#### 2.1 Mixing and Reaction

The percent of ground rubber shall be 18% +/- 3% by total weight of reacted asphalt cement and ground rubber. The ground rubber shall be weighed in a feed hopper equipped with load cells and a digital scale readout to assure proper asphalt/rubber proportioning.

The temperature of the asphalt shall be between 177°C and 218°C, (350°F and 425°F), at the time of addition of the ground rubber. The asphalt and rubber shall be combined and mixed together in a blender unit and reacted in the distributor for a minimum of one hour. The temperature of the asphalt rubber mixture shall be above 163°C, (325°F), during the reaction period.

#### 2.2 Delays

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application, but not to a temperature exceeding 204°C, (400°F). An additional quantity of ground rubber not exceeding 2% by weight of the hot asphalt-rubber mixture may be added after reheating.

#### 2.3 Viscosity

Viscosities shall be run, by the asphalt-rubber supplier, on each blended load of asphalt-rubber using a Haake-type field viscometer. The viscosity of the final product shall be in the range of 1,500 to 5,000 cP @ 175 C (347 F).

### **3.0 EQUIPMENT**

#### 3.1 Mechanical Blender

A mechanical blender for proper proportioning and thorough mixing of the asphalt-cement and ground rubber is required. This unit shall be equipped with: an asphalt totaling meter (liters or gallons); a flow rate meter (liters per minute or gallons per minute); a positive displacement auger to feed the ground rubber properly to mixing chamber at the specified rate; and a static motionless mixer. The blender will have a separate asphalt cement feed pump and finished product pump to maximize production. The blender shall be capable of providing 100% proportional mix at any given time during the blending cycle and documentation from the manufacturer, supporting this, shall be submitted to the awarding authority if requested.

### 3.2 Distributor Truck

On projects exceeding 31.8 metric tons, (35 tons), of liquid asphalt rubber, at least two pressure-type bituminous distributor trucks in good condition will be required. The distributor shall be equipped with an internal heating device capable of heating the material evenly up to 218°C, (425° F); an internal mixing unit capable of maintaining a proper mixture of asphalt cement and ground rubber; have adequate pump capacity to maintain a high rate of circulation in the tank and to spray the asphalt-rubber at a viscosity of 1,000 to 5,000 centipoise; have adequate pressure devices and suitable manifolds to provide constant positive cut-off to prevent dripping from the nozzles. Distributor shall be equipped with an electronically controlled computerized compensation unit for controlling application rates at various width and speed changes. The application unit shall have electronic controls and a digital read out installed and operated from the inside of the cab of the distributor. The distribution bar on the distributor shall be fully circulating. Any distributor that produces a streaked or irregular distribution of the material shall be promptly repaired or removed from the project.

Distributor equipment shall include a tachometer, pressure gauges, volume measuring devices, and a thermometer for reading temperature of tank contents. Controls for spray bar shall be located in cab of truck, for controlling width and rate of spray of product. It shall be so constructed that uniform applications may be made at the specified rate per square meter with a tolerance of plus or minus 0.2 liters per square meter, (0.05 gal. / sq. yd).

A “bootman” shall accompany the distributor and ride in a position so that all spray bar nozzles are in his full view and readily accessible for unplugging.

### 3.3 Hauling Equipment

Trucks for hauling cover material shall be rear discharge conveyor-fed or “live bottom” trucks and shall be equipped with a device to lock onto the hitch at the rear of the chip spreader to prevent aggregate spillage.

Sufficient hauling vehicles will be available to ensure continuous operation of the distributor and chip spreader.

### 3.4 Aggregate Spreader

The aggregate spreader shall be hydrostatically driven and self propelled. It must be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 5.4 meters, (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires, and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0 - 6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons, (5 tons), of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

### 3.5 Pneumatic-Tired Roller

Two (2) self-propelled, multiple wheel, pneumatic-tired rollers shall be used and shall weigh between 6.5 and 10.9 metric tons, (7 and 12 tons), each roller shall have a total compacting width of at least 1.4 meters, (56 inches), have a minimum tire pressure of 414 kPa, (60 psi).

### 3.6 Steel-Wheel Roller

One (1) self-propelled, 2-axle (tandem) steel-wheel roller shall be used and shall weigh between 7.3 and 10.9 metric tons, (8 and 12 tons), and be equipped with scrapers, wetting pads and watering system. Combination pneumatic and steel drum-type rollers are acceptable, as one unit only.

## 4.0 CONSTRUCTION PROCEDURES

### 4.1 Preparation

Potholes, other areas of pavement failure, and major depressions in the existing pavement surface shall be repaired by the owner with asphalt concrete. A leveling course shall be placed on planed, milled or existing surface by the owner, if required.

One to seven days prior to application of the asphalt-rubber, the surface shall be thoroughly cleaned by sweeping. Contractor shall be responsible for covering all utility irons just prior to application and uncovering after aggregate is spread.

### 4.2 Seasonal and Weather Limitations

The asphalt-rubber shall not be applied when weather conditions are unfavorable to obtaining a uniform spread. Construction shall proceed only when the atmospheric temperature is at least 10°C, (50°F), and rising. No water shall be present on the road surface.

### 4.3 Application

The asphalt-rubber mixture shall be applied at a temperature of 177° to 218°C, (350°F to 425°F), at a rate of 2.5 to 2.9 liters per square meter, (0.55 to 0.65 gallons per square yard). The target rate shall be determined by a design based on aggregate properties, traffic criteria and pavement condition.

Longitude joints shall be reasonably true to line and parallel to centerline. Where any construction joint occurs, the edges shall be broomed back and blended so there are no gaps and the elevations are the same, and free from ridges and depressions. Longitudinal joints shall be overlapped from 10.2 to 15.2 centimeters, (4 to 6 inches).

During application, adequate provision shall be made to prevent marring and discoloration of adjacent pavements, structures, vehicles, foliage or personal property.

### 4.4 Aggregate Application

The application of aggregate shall follow as close as possible behind the application of the hot asphalt-rubber which shall not be spread further in advance of the aggregate spread that can be immediately covered. Construction equipment or other vehicles shall not drive on the uncovered asphalt-rubber. The hotprecoated aggregate shall be spread uniformly by a self-propelled spreader at a rate of 16.3 – 21.7 kilograms per square meter (30 - 40 pounds per square yard). The target rate shall be determined by a design based on aggregate properties. Any deficient areas shall be covered with additional material.

#### 4.5 Rolling

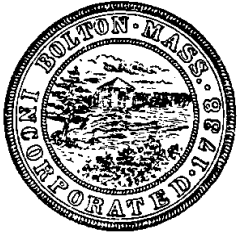
A minimum of three (3) rollers shall be used for aggregate compaction into the hot asphalt-rubber. Two rollers must be pneumatic-tired and one must be steelwheel. Rolling shall commence immediately following spread of aggregate. There shall be at least three coverages by the pneumatic-tired rollers to embed the aggregate particles firmly into the asphalt-rubber. A coverage shall be as many passes as are necessary to cover the entire width being spread with a pass being one movement of a roller in either direction. Additional coverage of the steelwheel roller will follow.

#### 4.6 Sweeping

When the maximum amount of aggregate has been embedded into the asphalt rubber and the pavement has cooled, all loose material shall be swept or otherwise removed. This will be done at a time and in a manner which, will not displace any embedded aggregate or damage the asphalt-rubber. Pre and post sweeping is completed with two sweepers.

#### 4.7 Pilot Car

When necessary, contractor will supply.



# Town of Bolton Department of Public Works

12 Forbush Mill Road – Bolton, MA 01740

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## ASPHALT RUBBER SURFACE TREATMENT WITH AGGREGATE COVER

FY17 – 7/1/2016 to 6/30/2017

### BID SHEET

COMPANY NAME: \_\_\_\_\_

Asphalt Rubber Surface Treatment with Aggregate Cover:

\$\_\_\_\_\_ per square yard

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

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



# TOWN OF BOLTON

## MASSACHUSETTS

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

### COMPANY INFORMATION

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

Company Address: \_\_\_\_\_

\_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Number (if available): \_\_\_\_\_



# TOWN OF BOLTON MASSACHUSETTS

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

## REQUIRED CERTIFICATIONS

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

**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.



## 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 there from; 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: \_\_\_\_\_

## NON COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this is 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: \_\_\_\_\_

## 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: \_\_\_\_\_

## **ASPHALT RUBBER SURFACE TREATMENT WITH AGGREGATE COVER**

The Town of Bolton will accept sealed bids for approximately 49,000 square yards of ASPHALT RUBBER SURFACE TREATMENT WITH AGGREGATE COVER. Bid package and specifications may be obtained by contacting the Town of Bolton DPW – 12 Forbush Mill Road – Bolton, MA 01740 Monday through Thursday 8AM to 3PM. Bid package may also be obtained by contacting [dpw@townofbolton.com](mailto:dpw@townofbolton.com).

Bids may be mailed or delivered to the Town of Bolton DPW Director at 12 Forbush Mill Road – Bolton, MA 01740. **All Bids must be received by no later than 11:00AM on July 12, 2016. Bids will be publicly opened and read by the Director of Public Works at that time.**

All bids shall be in sealed envelopes and plainly marked “ASPHALT RUBBER SURFACE TREATMENT”.

All bidders must contact the MassDOT – Highway Division – Prequalification Office - 10 Park Plaza – Room 3620 - Boston, Massachusetts 02116, to be prequalified for this project.

The awarding authority is the Town of Bolton Board of Selectmen / Town Administrator.

**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 **All States Asphalt, Inc., 325 Amherst Road, P.O. Box 91, Sunderland, MA 01375** 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:

**ASPHALT RUBBER SURFACE TREATMENT WITH AGGREGATE COVER \$4.60 PER SQUARE YARD**

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** 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 as **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 re-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:

**Alan L. Chicoine - Vice President  
All States Asphalt, Inc.  
325 Amherst Road  
P.O. Box 91  
Sunderland, MA 01375**

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, then 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, §49A

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

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best 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 Accountant

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

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

**Contractor:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

Corporate Seal