

**RFB EXHIBIT H**

**CONTRACTORS' RECEIPT OF PAYMENT  
RELEASE AND WAIVER OF LIEN**

WHEREAS, \_\_\_\_\_ (“Contractor”) intends to, or has furnished labor, materials, supplies, and/or other goods or services in connection with excavation, loading, removal, transportation, and off-site disposal PAH, lead, and arsenic-contaminated soils and site restoration work performed at the former Caouette Property (DEP RTN 2-0018007) and the abutting portion of the former MBTA Property (DEP RTN 2-0017998), (collectively, the “Properties”) both located in and now owned by the Town of Acton, Massachusetts (the “Town”) and

WHEREAS, the Contractor and/or subcontractors, suppliers, materialmen, and laborers acting for the Contractor or claiming by, through, or under the Contractor have fully performed or furnished all work, labor, materials, supplies, and services (herein collectively the “Work”) to have been performed or furnished by the Contractor; and

WHEREAS, Contractor is to be paid (or remains to be paid) under the terms of the contract between and among the Contractor, the Town for work performed, the sum of \_\_\_\_\_ dollars, (the “Payment”), and the Contractor has requested the Town to make such payment.

As an inducement to the Town to make payment under the terms of the contract between and among the Contractor and the Town for work performed, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Contractor covenants and agrees as follows:

1. Contractor covenants on behalf of himself and all those claiming by, through, or under the Contractor, that the Contractor shall not file, nor permit to be filed, any mechanic’s lien or other lien, or notice of intention to file, any such liens against the Properties, or to make any such claim against the Town or against the Properties, or any part of the Properties, for any Work the Contractor may at any time perform or have performed, authorize, or have authorized, request, or request of any subcontractor, supplier, materialmen, laborer, any anyone claiming by, through or under the Contractor to perform.
  
2. Contractor further warrants and states that no subcontractor, supplier, materialmen, laborer, employee, or any other person, claiming by, through, or under the Contractor, has any right to file any mechanic’s lien or notice of intention to file a mechanic’s lien against the Properties or to make any claims against the Town by reason of the Work. All materialmen, laborers, employees, subcontractors, suppliers, and all other parties, who are to or have performed the Work or any part of the Work, shall be or have been fully compensated, and there is no (nor in the future shall there be after any applicable due date) money or wages due to any party who performed the Work and any part of the Work.

3. Contractor, on behalf of himself and all subcontractors, suppliers, materialmen, laborers, employees, and all others claiming by, through, or under the Contractor, covenants and agrees to release, and does release, and forever discharge the Town, its successors and assigns, of and from all manner of actions, suits, debts, dues, sums of money, accounts, records, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, expenses, executions, claims and demands, in law or equity, that the Contractor and anyone claiming by, through, or under the Contractor, shall ever have had, does now have, or may have, against the Town by reason of the Work or in any manner connected with the Work.

4. Contractor covenants and agrees to indemnify, defend (with counsel acceptable to the Town) and save and hold the Town harmless from and against any loss, costs, expenses, fees (including reasonable legal fees) incurred in connection with or by reason of the Work performed by the Contractor or anyone claiming by, through, or under the Contractor, or incurred by reason of a breach by Contractor of any covenant contained in this document or the failure or inaccuracy of any warranty or representation contained in the document.

CONTRACTOR

WITNESS/ATTEST: Contractor: \_\_\_\_\_  
BY \_\_\_\_\_

[SEAL] Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS,  
COUNTY OF MIDDLESEX, ss:

I CERTIFY that on \_\_\_\_\_, 2011, \_\_\_\_\_ personally came before me, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, acknowledged to me that he signed it voluntarily for its stated purpose, and acknowledged under oath that he/she:

- (a) is the \_\_\_\_\_ of \_\_\_\_\_ (the "Contractor") named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the Contractor and
- (c) executed the instrument as the act of the Contractor.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_