



MIDDLESEX COMMUNITY COLLEGE

591 SPRINGS ROAD, BEDFORD, MA 01730

33 KEARNEY SQUARE, LOWELL, MA 01851

VENDOR:

Encore Contracting Service Inc
375 Common St Suite 102
Lawrence MA 01840

Purchase Order Number:	P0066261
Purchase Order Type:	Bid/Quote
Issue Date:	01/10/17
Delivery Date:	01/31/17

FY 17

Accounts Payable Address: Middlesex Community College 591 Springs Road Bedford, MA 01730 Attn: Accounts Payable	Ship to Address: Steve Hatch Middlesex Community College Building 11 Bedford Receiving 591 Springs Road
--	---

Buyer:	Phone Number:	Terms
Maureen Hudson	781-280-3506	Net 30 Days

Description	Item #	Quantity	Unit Cost	Total Cost
Remove asbestos containing Materials at Farm House Bid 2017-13		1.00 LOT	9,490.0000	9,490.00

FOB:	VENDOR INFORMATION: ID: V00337004 Phone: Fax:	TOTAL: 9,490.00
-------------	--	------------------------

ACCOUNTING INFORMATION: 700015-5650	\$9,490.00	REQUEST NUMBER:
--	------------	------------------------

Y fasted to show drive

Purch

Packing slip must accompany all shipments. Purchase Order number must appear on all packages, invoices, and correspondence. The college reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

Middlesex Community College is exempt by statute from payment of all federal, state and municipal excise, sales and other taxes. Federal ID 042720058 and tax exemption number is 999-089-639.

MCC is an affirmative action equal opportunity institution.

Signature: *Maureen A. Hudson*

Date: Jan 10, 2017

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

40066261



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Encore Contracting Service Inc (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Middlesex Community College	
Legal Address: (W-9, W-4, T&C): 375 Common Street Lawrence MA 01840		MMARS Department Code: MCC	
Contract Manager: Jose Pena		Business Mailing Address: 591 Springs Road Bedford MA 01730	
E-Mail:		Billing Address (if different):	
Phone: 978-258-1744	Fax: 978-655-1758	Contract Manager: Steve Hatch	
Contractor Vendor Code:		E-Mail: hatchs@middlesex.mass.edu	
Vendor Code Address ID (e.g. "AD001"): AD__		Phone: 781-280-3750	Fax: 781-275-4910
(Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20__	
<input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ _____ (or "no change")	
<input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)	
<input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)		<input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget)		<input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)	
<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended).
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 9490.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Removal of Asbestos-Containing Materials at Building 2-Farmhouse, Middlesex Community College, 591 Springs Road, Bedford MA as per attached MCC 2017-13 Bid specifications

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
 ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
 2. may be incurred as of Jan 10, 2017, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
 ___ 3. were incurred as of _____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of Jan 31, 2017, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: _____ Date: 1/10/17
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: FALVADO BIGOLLO
 Print Title: PRESIDENT

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: 1/10/17
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Maureen A Hudson
 Print Title: Purchasing Coordinator

3650
 1/10/17
 STA
 7:31 PM



375 Common Street, Suite 102
Lawrence MA 01840
Phone: 978-258-1744
Fax: 978-655-1758

Asbestos Abatement ■ Selective Interior Demo ■ Mold Remediation ■ Post-Construction Cleaning

1/4/2017

John Lyons
Director of Administrative Services
MIDDLESEX COMMUNITY COLLEGE
591 Springs Road
Bedford, MA 01730

RE: Proposal for Removal of Asbestos-Containing Materials at Building 2-Farmhouse, Middlesex Community College, 591 Springs Road –Bedford MA.

Encore Contracting Services, Inc (Encore) is providing our proposal with our detailed scope of work and cost to perform the asbestos abatement and selective interior demolition at the above referenced site.

Encore will provide the necessary Asbestos Licensed Supervisor(s) and Asbestos Licensed Worker(s) at the project site for the removal of the identified ACM per plans, specification(s) and any related addenda's.

SCOPE OF WORK

Limited Pre-Renovation Asbestos Survey: EFI Project #98350-05903: Prepared by EFI Global.

- Red 9"x9" floor tile and associated black mastic near back entrance (approx. 150 square feet)
- Grey 9"x9" floor tile and associated black mastic near back entrance (approx. 150 square feet)
- Red 12"x12" floor tile in workshop (approx. 200 square feet)
- Tan 9"x9" floor tile (approx. 200 square feet)
- Black mastic on wood parquet flooring on the second floor (approx. 500 square feet)

Encore shall perform the proper removal and disposal of all asbestos containing materials per the table(s) and sections specified above. The asbestos abatement shall be performed as specified in section above and accordance with all applicable local, state, and federal regulations. Upon completion, the Owner's IH shall conduct a visual inspection and/or air clearance. Upon receipt of acceptable results, the work areas will/shall be dismantled.

PRICE

The following pricing is based upon **Prevailing Wage rates**, work performed during regular business hours, five days per week.

Asbestos Containing Materials \$9,490.

Clarifications or Exclusions from the above scope of work:

- Power, water and restrooms supplied by Owner/GC during duration of project;
- Encore will not be responsible for security of building or site;
- No Weather protection/building openings protection by GC



375 Common Street, Suite 102
Lawrence MA 01840
Phone: 978-258-1744
Fax: 978-655-1758

Asbestos Abatement ■ Selective Interior Demo ■ Mold Remediation ■ Post-Construction Cleaning

- Temporary construction fencing by GC;
- Demo Permits by GC
- Excavation and exposing foundation by others;
- Loading ACM contaminated foundation debris into dumpsters by others;
- Price does not include any temp protection or structural support
- No cutting/capping of utilities
- All services make safe/shutdown by others
- Encore is not responsible for tape damage due to the normal abatement process;
- Quote valid 30 days, No Retainage
- Industrial Hygienist by others

Encore will perform the following:

- Notify all applicable Local, State and Federal Agencies (abatement only);
- Perform all work during a mutually agreed upon schedule to least disrupt daily activities. As of this date and time, the work is anticipated for Monday-Friday 1st shift;
- Provide close-out documentation at completion of the project;
- Provide copies of notifications, disposal manifests and certified payroll reports (if applicable);
- Prevailing wage labor for this project.
- Dispose of asbestos waste at an approved DEP landfill.

Payment Terms: TBD

We look forward to performing this important project for you and thank you for your opportunity to perform our services to you.

Sincerely,

Jose Pena
Encore Contracting Services, Inc.

Proposal Accepted by:

Signature: _____

Name (Print): _____

Date: _____

January 10, 2017

Mr. Jose Pena
Encore Contracting Services, Inc.
375 Common Street, Suite 102
Lawrence, MA 01840

Dear Mr. Pena:

Thank you for your interest in Middlesex Community College project MCC-2017-03, Middlesex Community College Bedford Campus, Building 2, Asbestos Abatement. We have completed our evaluation of the bids received and have determined that yours is the lowest responsible and responsive bid. Therefore, we intend to award the contract for this work to Encore Contracting Services, Inc.

Upon receipt of the required pre-abatement submittals I will have the contract signed for the College and return one fully executed copy to you for your records, along with a notice to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lyons". The signature is written in a cursive, flowing style.

John Lyons
Director of Administrative Services

Asbestos Abatement Bid Results
MCC 2017-13

Bid Amount

Encore Contracting	\$	9,490.00
Fiber Control	\$	9,600.00
Green Environmental	\$	13,960.00
AM Enterprises	\$	14,605.00
North Star Contracting	\$	14,800.00
OMNI	\$	14,975.00
American Technologies	\$	17,187.85