



TOWN OF NORTHBOROUGH

Town Offices
63 Main Street
Northborough, MA 01532-1994
(508) 393-5040 Phone
(508) 393-6996 Fax

November 24, 2021

Mr. Robert Sullivan
8 Winchester Place, Suite 204
Winchester, MA 01890

**RE: Demolition, Cleanup, and Securing of Site at 101 Colburn Street,
Northborough, MA**

Dear Mr. Sullivan:

This letter shall serve as formal notice that the Town of Northborough is awarding the contract for the above-referenced project to your company. The award is based on your base bid of \$22,000.00.

Enclosed is the Owner-Contractor agreement form for the project for your review and execution. Please return to us 2 signed originals of the agreement, together with your certificate(s) of insurance within 5 days of receipt. Please be advised that if any of the alternates are executed and cause the total project cost to exceed \$25,000, a payment bond in the amount of 25% will be required.

We look forward to working with your company on this project.

Sincerely,

John W. Coderre
Town Administrator

TOWN OF NORTHBOROUGH
Agreement for Services:
Demolition, Cleanup, and Securing of Site at 101 Colburn Street,
Northborough, MA

THIS AGREEMENT made this ____ day of November in the year Two Thousand and Twenty-One, between Apex Abatement and Demolition, with a usual place of business at 8 Winchester Place, Suite 204 Winchester, MA, 01890, hereinafter called the CONTRACTOR, and the Town of Northborough, acting by its Town Administrator, with a usual place of business at 63 Main Street, Northborough, MA, hereinafter called the OWNER.

1. CONTRACT PRICE

The CONTRACTOR shall furnish all labor, materials, equipment, and insurance to perform all work required for the project referenced above and as outlined in the Scope of Services below and the following unit prices with an extended value not to exceed **\$22,000.00**.

2. SCOPE OF SERVICES

The Contractor agrees to provide to the Town services as described in Attachment A- "Town of Northborough Request for Quotes Demolition, Cleanup and Securing of Site 101 Colburn Street" and Attachment B- "AAD Demolition Cleanup and Securing of Site" attached to this agreement and incorporated herein by this reference.

3. ADDITIONAL ALTERNATES AS NEEDED

Alternates are to be included if determined that they are needed by the Town. Contractor to complete work for the proposed cost in Attachment B

Alternate 1: \$3,940 Replace exterior door with standard steel door

Alternate 2: \$13,850 Patching of remaining exterior wall where breezeway is removed as required.

Alternate 3: \$3,901 Side door egress to be built/repared if necessary.

4. INSURANCE

The contractor shall procure and maintain, until completion of the Contract against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the contractor or lessee, and any agents, representatives, subcontractors, or employees. Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Town of Northborough. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the contractor. Full disclosure of any non-standard exclusions is required for all required coverages. Contractor's failure to obtain, procure or maintain the required

insurance shall constitute a material breach of this Lease. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- A. Commercial General Liability coverage: \$500,000 per occurrence and \$1,000,000 Aggregate Limit.
- B. Automobile Liability coverage including owned, hired or borrowed vehicles: \$1,000,000 Combined Single Limit.
- C. Worker's Compensation insurance as required by the General Laws of the Commonwealth of Massachusetts.

The Town shall be included as an additional insured on each of the policies and policy endorsements. The Contractor shall name the Town and its officers, employees, and agents as additional insured with Contractor, whether liability is attributable to the Contractor or the Town.

All policies shall be so written that the Town will be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations are begun. Such certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Northborough or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract.

5. GOVERNING LAW

All work shall be performed in accordance with the provisions of the Massachusetts General Laws, including all current amendments. Procurement of this agreement is accordance with M.G.L. c. 149 for work contract amount greater than \$10,000 and less than \$50,000.

6. EQUIPMENT AND MATERIALS

The Contractor shall furnish all equipment, appliances and materials, labor and supervision, unless otherwise specified for performing all operations within this specification.

7. ENTIRE AGREEMENT

This Contract includes all documents incorporated herein by reference, which constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended

except by written document executed by the parties hereto Contractor shall furnish all equipment, appliances and materials, labor and supervision, unless otherwise specified for performing all operations within this specification.

8. CHANGE ORDERS

When, and if, conditions necessitate changes, additions or deletions be made to the contract, the Awarding Authority will issue the necessary change order in writing describing such changes and indicate the amount of the change in the contract price, if any. No extension of time will be allowed for any such change order unless so stated therein.

9. NON-DISCRIMINATION

The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age or ancestry in connection with the performance of the services under Agreement. The Contractor further agrees that it will comply with all laws, local by-laws, rules and regulations of the Massachusetts Department of Labor and all other regulatory bodies having jurisdiction.

10. INDEMNIFICATION

The Contractor agrees to guarantee and indemnify the Owner against all damages or loss the Owner may incur or sustain by or through the misconduct or negligence of any agent, servant, or employee of the Contractor during the performance of services required by this contract. The Contractor further agrees to maintain adequate insurance to ensure compliance with the above provision. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Northborough, its officers, agents, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his/her employees, agents, subcontractors or material persons. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Northborough for damage to its property caused by the Contractor, his/her employees, agents, subcontractors, or material persons, including damages caused by his/her, it's or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Northborough's gross negligence or willful misconduct.

11. PAYMENTS

The Contractor shall submit Application for Payments to the Town of Northborough, supported by data substantiating the Contractor's right to payment as the Town may require, on a schedule determined at the beginning of the work, and not more frequently than bi-weekly.

12. WARRANTIES

Prior to final payment under the contract, the Contractor shall provide the Town of Northborough all required warranties.

13. DISPUTES

Any contract disputes shall be determined in accordance with the laws of the Commonwealth of Massachusetts and the Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction of the same.

14. TERMINATION OF CONTRACT

A. Termination for Cause. If at any time during the term of this Contract the Municipality determines that the Company has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the Municipality, or by not complying with the direction of the Municipality or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Municipality shall notify the Company in writing stating therein the nature of the alleged breach and directing the Company to cure such breach within ten (10) days. The Company specifically agrees that it shall indemnify and hold the Municipality harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Company fails to cure said breach within ten (10) days, the Municipality may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Company specifying the effective date of the termination. Upon receipt of said notice, the Company shall cease to incur additional expenses in connection with this Contract. Upon the date specified in said notice, this Contract shall terminate. Such termination shall not prejudice or waive any rights or action which the Municipality may have against the Company up to the date of such termination, and the Company shall be liable to the Municipality for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the Company shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Municipality.

B. Termination for Convenience. The Municipality may terminate this Contract at any time for convenience by providing written notice to the Company specifying therein the termination date which shall not be sooner than thirty (30) days from the issuance of said notice. Upon receipt of such a notice, the Company shall cease to incur additional expenses in connection with this Contract. Upon such termination, the Company shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the Municipality, such payment not to exceed the fair value of the services provided hereunder.

C. In the event of termination, all finished deliverables and all deliverables in process and all other records, data files, computer records, worksheets, studies, documentation and materials, complete and incomplete, shall be delivered to the Municipality within fifteen (15) calendar days after such termination. The Company acknowledges that any failure or unreasonable delay on its part in the delivery or such materials to the Municipality will cause irreparable injury to the Municipality not adequately compensable in damages. The Company accordingly agrees that the Municipality may, in such event, seek and obtain injunctive relief as well as monetary damages.

The Company shall be entitled to receive just and equitable compensation for any work performed under this Agreement completed prior to the date of termination which is determined by the Municipality to be satisfactory.

D. Notwithstanding the above, in the event of termination the Company shall not be relieved of liability by virtue of any breach of this Agreement by the Company and the Municipality may withhold any payments to the Company for the purpose of set-off until such time as the exact amount of damages due to the Municipality from the Company is determined.

15. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach under this Agreement for any failure to perform or delay in rendering performance due to causes beyond its reasonable control and without its fault and negligence. Such cause may include, but are not limited to, an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the entire program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the Company, shall be deemed to render performance impossible, and the Municipality shall thereafter have the right to terminate this Agreement, in accordance with the provisions of the Section entitled "Termination" without termination costs, penalties or other liability.

16. WORK SCHEDULE

Work shall take place Monday through Friday between the hours of 7:00 AM and 5:00 PM. Work on Saturdays, Sundays, Holidays is not allowed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the OWNER by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:
Apex Abatement and Demolition
8 Winchester Place, Suite 204
Winchester, MA, 01890

By: _____
Name:
Title: Owner

OWNER:
Town of Northborough
63 Main Street
Northborough, MA 01532

By: 
John W. Coderre
Town Administrator

**TOWN OF NORTHBOROUGH, MASSACHUSETTS
REQUEST FOR QUOTES
DEMOLITION, CLEANUP, AND SECURING OF SITE
101 COLBURN STREET, NORTHBOROUGH, MA**

The Town of Northborough, Massachusetts is seeking quotations from qualified contractors, pursuant to state contract number **TRD01**, to perform demolition of an existing garage and breezeway which is currently unsafe due to a structure fire that occurred on December 11, 2020. Demolition shall include removal of all the junk, trash, debris, and junked vehicles on the property. The property is located at 101 Colburn Street in Northborough. The existing garage and breezeway have been deemed unsafe by the Board of Survey Report attached to this document. The Board of Health Order to Abate Nuisance is attached as well. In addition to the demolition of the garage and breezeway structures, awarded contractor will be responsible for the safe disposal of all refuse, removal of all junk, trash, debris and junked vehicles located on the property, and final clean up and securing of the site, including all permit requirements.

Submission Requirements:

Contractor shall provide pricing for all work included in the Scope of Work detailed below and shall provide separate cost estimates for those items called out as additional alternates. Execution of alternates will be dependent upon the current state of the building once the Town and Contractor arrive on site. The Town shall have sole discretion on whether optional items are executed.

Contractor shall provide proof of insurance and certifications/licenses as required in the scope of work defined below.

Contractors will be required to pay prevailing wage pursuant to MGL Ch.149. Attached to this document are the current prevailing wage rates.

Awarded contractor will be required to furnish a 50% payment bond if the contract exceeds \$25,000.

For questions regarding the site or to schedule a viewing of the site, please contact Robert Frederico, Building Inspector, at 508-393-5010. Photos are attached to this document for reference.

Quotes are due to the Office of the Town Administrator, 63 Main Street, Northborough, MA 01562 or by email to townadmin@town.northborough.ma.us no later than 11:00 a.m. on 9/10/2021.

Rule for Award:

Contract will be awarded to the lowest responsive and responsible bidder. Contract rates shall be submitted pursuant to the **TRD01** state contract for tradesperson installation, repair and maintenance services.

The Town of Northborough reserves the right to reject all proposals and cancel the RFQ if it deems it to be in the best interest of the town. All quotes and pricing submitted shall be valid for 90 days.

SPECIFICATIONS/SCOPE OF WORK

1. Scope of Work

- A. Provide all labor, materials, equipment, service, and transportation required to complete the demolition and site clearance work as specified herein.
- B. Obtain and pay for all necessary fees, permits and licenses through the Building Department. The Town will expedite the permitting process. The permit fee will not be waived.
- C. Contractor shall visit site(s) to ascertain existing conditions under which demolition and site clearance must be done. Visitation will be limited to the exterior of the building due to the current occupancy.
- D. Comply with all provisions of the building code and obtain all necessary permits prior to the start of work.
- E. Contractor will be required to have a valid Construction Supervisor License and an active Massachusetts Homeowner Improvement Contractor Registration.
- F. All invoices will be paid by the Town directly to the Contractor.

2. Public and Property Protection

- A. Provide all measures required by federal, state, or municipal ordinances, laws and regulations for the protection of surrounding property, sidewalks, curbs, the public, workmen and Owner's employees during demolition and site clearance operations.
- B. Police details are required as needed which are to be paid by the Town directly. Costs of details will be recovered through the property lien.
- C. The Building Inspector will be on site throughout the duration of the demolition project.
- D. Demolition and site clearance shall be carried out in such a manner that will ensure the safety of adjacent property and persons occupying such property against all damages and injuries.
- E. Protect all walks, roads, streets, curbs, trees and planting on or off premises.

3. Insurance

- A. The Contractor shall have Workers Compensation Insurance for all employees and those Subcontractors engaged in work at the site, in accordance with applicable Workers Compensation Laws (Type A Insurance \$100,000) and must show proof to the Town that said insurance has been obtained prior to Contract issuance.

- B. The Contractor shall carry or require that there be carried Contractor's Public Liability Insurance and Vehicle Liability Insurance with Limits of \$500,000/\$1,000,000 to protect the Contractor and/or Subcontractors against claims for injury to or death of one, or more than one person because of accidents which may occur or result from Operations under Contract.
- C. The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount of not less than \$300,000 to protect him and his Subcontractors from claims for property damage which might arise from operations under this Contract.

4. Preparation Before Demolition:

- A. Breezeway should be cut away from the main house structure.
- B. Main home shall be secured during and after demolition. The main home structure shall be protected from damage. 6
- C. Windows should be closed/sealed to prevent intrusion from dust and debris.
- D. Exterior wall should be weathertight.

5. Demolition And Site Clearance

- A. Walls and roof of breezeway and garage should be demolished including all fire damaged items.
- B. Concrete slabs and foundation frost walls to remain in place and undisturbed.
- C. No other earthwork to be conducted.
- D. The Contractor shall be responsible for the removal of all trash, garbage, rubbish, damaged furniture, abandoned/junk cars etc. from the property, and shall properly dispose of said items in accordance with appropriate local, state, and federal laws, ordinances, rules and regulations. Any fee associated with shall be paid by the Contractor and shall be included in the bid.

7. Removal of Materials

- A. All debris and building materials resulting from the demolition and site clearance process except as previously mentioned shall become the property of the Contractor and shall be disposed of by a licensed hauler.
- B. All demolition material must be taken to a state and/or federally approved site and a bill of lading must be submitted to the Building Department and Health Department for approval.
- C. Weight slips (from scale house) shall be submitted to the Town following disposal.

8. Cleanup of Site

- A. Contractor is responsible for final cleanup of the site which includes brooming or raking of site, reparation of any ground surface damaged by demolition equipment and reseeding of disturbed lawn areas.

Additional Alternates as Needed:

Additional Optional Line Items to be included if determined that they are needed by the Town at the time of demolition. Contractor to provide separate estimated pricing for the following:

1. Replace exterior door with standard steel door if needed.
2. Patching of remaining exterior wall where breezeway is removed as required. Current siding is vinyl, but the exterior wall attached to the breezeway may be original siding as breezeway was built after original home.
3. Side door egress stairs to be built/repared if necessary, using pressure treated materials, minimum width of the exit door by 36" platform, stairs to grade, associated railings.



Date: 11/11/2021
Address: 101 Colburn St., Northborough,
MA

Project: Demolition, Cleanup and Securing
of Site
Customer: Town of Northborough
Attention: Town Administrator

INTRODUCTION

Ensure a safe, efficient, and compliant abatement/demolition phase to your project by hiring Apex Abatement and Demolition LLC. All demolition procedures are performed by highly trained and experienced individuals in accordance with OSHA regulations.

Scope of Work

- Acquire insurance and a payment bond (if required, see alternate pricing below) as required by the scope of work document.
- File a construction/demolition notification if required.
- Ensure subcontractors are properly licensed as required i.e., during repair work, if required.
- Get a demolition permit for the demolition work. Cutting and capping of utilities is not included and is expected to have been previously completed as required.
- Perform an engineering survey of the existing building as required by OSHA.
- Photograph existing damage to the building to remain prior to demolition.
- Demolish the structure, in a methodical manner, and properly dispose of generated waste.
- Foundation walls, footings, and slabs will remain. Holes in slab i.e., where items were mechanically fastened to it, will remain.
- Remove all burned debris from above the slab. Remove one vehicle from the rear of the property.

Assumptions

- The project will be performed during normal work hours of 7am-3:30pm Monday-Friday.
- The project will begin within ninety days of the date of this proposal.
- The project will be completed prior to prevailing wage increases in December.

Included Work

- Scope of work detailed above.



- Prevailing wage labor.
- All labor, material, and disposal required to complete the scope of work.
- Paying for and submitting all required notifications and permits.
- Contacting call-before-you-dig prior to beginning demolition.
- Closing the sidewalk before work and opening it after work each day.

Excluded Work

- Removal of any hazardous or regulated materials.
- Cutting and capping any utilities. It is the owner's responsibility to ensure that utilities are properly disconnected as required for the permit and for demolition.
- Backfilling.
- Seeding more than once.
- Mowing or watering.
- Mulching.
- Installing topsoil or loam.

Alternate Options

1. Replace exterior door with standard steel door if needed.
2. Patching of remaining exterior wall where breezeway is removed as required. Current siding is vinyl, but the exterior wall attached to the breezeway may be original siding as breezeway was built after the original home.
3. Side door egress stairs to be built/repared if necessary, using pressure treated materials, minimum width of the exit door by 35" platform, stairs to grade, associated railings.

Please see the following page for pricing.



PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Items	Price
Base Bid	\$22,000.00
Alternate 1: Add	\$3,940.00
Alternate 2: Add	\$13,850.00
Alternate 3: Add	\$3,901.00
Alternate 4: Add 4% of the total contract value if any alternates are selected and a 50% payment bond is required.	TBD
Base Bid Total	\$22,000.00

If you have any questions about this proposal, please contact me at your convenience by email at rsullivan@apexabatement.com or by phone at (413) 231-8997.

Sincerely,

Robert
Sullivan

Robert E. Sullivan
Member

www.apexabatement.com

Digitally signed by Robert
Sullivan
Date: 2021.11.11 19:25:00
-05'00'

NON-COLLUSION AND TAX COMPLIANCE CERTIFICATION FORM

The undersigned certifies under 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.

Apex Abatement and Demolition LLC
Name of Company


Robert Sullivan
Printed Name of Person Signing Bid or Proposal

Member
Title


Signature

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

87-2776816
Social Security Number or
Name Federal Identification
Number


Signature of Individual or Corporate

Address & Telephone #: 8 Winchester Place, Suite 204
Winchester, MA 01890, (888) 818-APEX