

Marlborough Community Development Authority

Housing Division

255 Main Street Suite 212, Marlborough, MA 01752

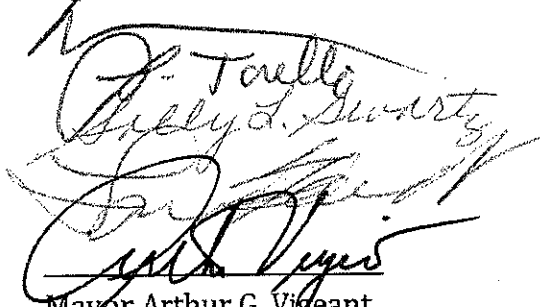
**Motion to Approve Environmental Response Services, Inc., as
lowest responsible bidder for the Pleasant Street 667-1
Asbestos Abatement Project FISH #170039**

Per DHCD Kang Associates Inc., was selected to conduct a bid for asbestos abatement at the Pleasant Street Apartments. This project is part of the boiler replacement project FISH # 170027. Kang Associates is recommending that the MCDA Board select Environmental Response Services, Inc. (ERI) as the lowest responsive bidder in the amount of \$34,480.00. Per DHCD these funds are allocated from DHCD asbestos abatement accounts.

MCDA Members Present: 7

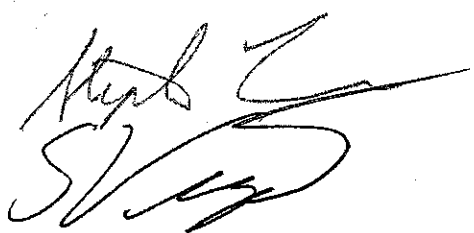
MCDA Members Absent: 7

Signatures of MCDA Members Approving the Selection of ERI:



Mayor Arthur G. Vigeant
Chair of MCDA

5/30/13
DATE



OWNER-CONTRACTOR AGREEMENT

Commonwealth of Massachusetts
Department of Housing and Community Development

This agreement made the 6th day of May, 2013 by and between the Marlborough Community Development Authority hereinafter called the "Owner", and Environmental Response Services, Inc., hereinafter called the "Contractor".

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for asbestos abatement at the Pleasant Street 667-1 elderly housing development prepared by Kang Associates, Inc., acting as and referred to in the Contract Documents as the "Architect".

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within 60 calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of: THIRTY-FIVE THOUSAND FOUR-HUNDRED EIGHTY dollars (\$35,480.00).

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, DHCD publication known as the Construction Handbook, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

Article 5. REAP Certification: Pursuant to GL c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 6. Worker Documentation Certification: In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Article 7. Validation: This Contract will not be valid until signed by the Undersecretary of the Massachusetts Department of Housing & Community Development or its designee.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

¹ CONTRACTOR

Environmental Response Services, Inc.

Name of Contractor

9 Blueberry Lane, No. Dartmouth, MA 02747

Address

By:

Signature and Seal

Witness

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

² AWARDSING AUTHORITY

Marlborough Community Development Authority

Name of Awarding Authority

Signature and Seal

Title

Attest:

If signed by someone other than a Housing Authority Board member attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

In accordance with M.G.L. 121B, and Revisions thereto.

Undersecretary or designee

Date

CERTIFICATE OF VOTE OF AUTHORIZATION

May 13 2013

I hereby certify that a meeting of the Board of Directors of the:

Environmental Response Services, inc. (ERS)

NAME OF CORPORATION

duly called and held at ERS office on the 4th day of January 2013
At which a quorum was present and acting, it was voted that Gary Pelletier
Name of Corporate Officer

of the Corporation, be and hereby is authorized to execute and deliver for
and on behalf of the Corporation a Contract with Marlborough Housing Authority, for
DHCD FISH
work to be done at State-Aided Housing Project No. 170039 In the City/Town of Marlborough
And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to
and made part of the records of said meeting.

I further certify that Gary Pelletier Is duly qualified and acting
Name of Corporate Officer
President of the Corporation and that said vote has not been

Title
Repealed, rescinded or amended

A true copy of the record,

ATTEST: [Signature]

(CORPORATE SEAL)

On this 13th day of May 2013, before me, the undersigned Notary Public, personally appeared
Gary Pelletier, duly designated by the board of directors and proved to me, through
satisfactory evidence of identification, which was IMADRLIC, that s/he is the person whose
name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its
stated purpose and that it was her/his free act and deed.

[Signature]
Notary Public
My Commission Expires:

