



The City of  
**WORCESTER**

Administration & Finance – Purchasing Division  
Christopher J. Gagliastro, MCPPO – Purchasing Director  
455 Main Street, Room 201, Worcester, MA 01608  
P | 508-799-1220  
[purchasing@worcesterma.gov](mailto:purchasing@worcesterma.gov)

July 14, 2022

To All Bidders:

Subject: **RFP #: CR-7843-W3, Cleaning Services – Union Station / WRA**

**ADDENDUM NO. 2**

To Whom It May Concern:

With reference to our proposal request relative to the above subject, please refer to the changes/modifications/clarifications to the original proposal request.

- **PLEASE SEE ATTACHED WRA SAMPLE CLEANING SERVICES CONTRACT**

Proposers are requested to acknowledge and/or include this addendum with submission. All other terms, conditions and specifications remain unchanged.

Very truly yours,

Christopher J. Gagliastro  
Purchasing Director

## SERVICES AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Worcester Redevelopment Authority ("WRA") a body politic and corporate, established pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, with a principal address at 455 Main Street, Worcester, Massachusetts 01608, and "Contractor".

### WITNESSETH

**WHEREAS**, the WRA desires to obtain a contractor to provide cleaning services for WRA-owned properties (the "Work"); and

**WHEREAS**, the Contractor has represented to the City that it possesses the expertise, experience, and capacity to perform the required work; and

**WHEREAS**, the Contractor has submitted a scope of services and fee proposal that is acceptable to the WRA; and

**WHEREAS**, the WRA desires to engage the Contractor to undertake the Work; and

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Contractor's Services.** The Contractor shall provide the services described in Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference.
2. **Term and Schedule.** This Agreement shall commence on the date set forth in the first paragraph above and shall terminate ---.
3. **Fee.** The WRA shall pay the Contractor for all services performed in accordance with this Agreement an amount not to exceed Dollars and no cents (\$.00), including all labor, overhead, profit, transportation, and direct expenses. Payment shall be made within 30 days of the WRA's receipt of a written invoice, detailing the propriety of the charges. The Contractor will invoice the WRA in accordance with the pricing schedule described in Exhibit B, attached hereto and incorporated herein by this reference.
4. **Deliverables.** N/A.
5. **Contractors, Subcontracting, Successors & Assignments.** The Contractor shall not employ consultants, subcontract, assign or transfer any part of its services or obligations under this Agreement without the prior written approval of the WRA. The WRA and the Contractor each binds itself, its partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement.
6. **Professional Responsibility.** The Contractor shall perform all services required by this Agreement in accordance with the professional skill and care ordinarily exercised under similar circumstances by professional contractors operating or providing services in the same or similar

locality. The City's review, approval, acceptance of, or payment for any of the services furnished shall not be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

**7. Indemnification.** The Contractor shall hold the WRA harmless from any liability resulting from the Contractor's negligent performance under this Agreement. The Indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. The Contractor's obligations hereunder shall not terminate with the expiration or termination of this Agreement, but shall survive it.

**8. Insurance.** The Contractor shall obtain and maintain in force at all times during the term of this Agreement, occurrence basis insurance coverages pertaining to commercial liability, property damage and motor vehicle in at least the following amounts:

General Liability

Bodily Injury Liability \$2,000,000 per occurrence  
Property Damage Liability \$500,000 per occurrence  
(or combined single limit) \$2,000,000 per occurrence

Automobile Liability

Bodily Injury Liability \$1,000,000 per occurrence  
Property Damage Liability \$500,000 per occurrence  
(or combined single limit) \$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$2,000,000 per occurrence

The Worcester Redevelopment Authority: shall be named as an additional insured on said coverage and certificates, except workers compensation coverage.

The Director of Public Facilities, 50 Manny Familia Way, Worcester, Massachusetts, 01605 shall be identified as a Certificate Holder. The Contractor shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation. The Contractor shall furnish certificates of insurance evidencing coverage of the types and amounts required above, in a form satisfactory to the WRA.

**9. Termination of Contract.** A. Termination for Cause. If at any time during the term of this Agreement the WRA determines that the CONTRACTOR has breached the terms of this Agreement 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 WRA, or by not complying with the direction of the WRA or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions,

the WRA shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the WRA 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 CONTRACTOR fails to cure said breach within ten (10) days, the WRA may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the WRA may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the WRA 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 CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the WRA.

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

The Contractor shall be paid in accordance with Section 3 above, for all authorized services performed to the termination date. No other termination expenses shall be allowed.

**10. Independent Contractor.** The Contractor is an independent contractor and not an employee of the Worcester Redevelopment Authority.

**11. Compliance with Laws.** In the performance of this Agreement, each party shall comply with all applicable federal, state and local laws, rules, ordinances and regulations. Without limiting the foregoing, it shall be a material breach of this Agreement for the Contractor to engage in any practice which shall violate any provisions of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry. Contractor shall further comply with the requirements of any grant made known to it by the WPS that comprises all or any portion of the Fee.

At the WRA's request, Contractor shall provide for itself and obtain from any employee(s) authorization allowing appropriate City personnel to obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. An unsatisfactory CORI may result in the denial of particular individuals to access school buildings or termination of this Agreement, in the WRA's discretion.

**12. Certifications Required by Law.** The Contractor, by executing this document, certifies the following:

(a) it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement for services;

(b) that no consultant to or subcontractor for the Contractor has given, offered or agreed to give any gift, contribution or offer of employment to the Contractor, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Contractor;

(c) that no person, corporation or other entity, other than a bona fide full time employee of the Contractor, has been retained or hired by the Contractor to solicit for or in any way assist the Contractor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Contractor; and

(d) that the Contractor, and any consultant to or subcontractor for the Contractor, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the City of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Contractor, and any consultant to or subcontractor for the Contractor, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the WRA to immediately terminate this Agreement pursuant to Section 9 and take any other action authorized by law to collect any amounts due the WRA.

**13. Applicable Law.** The law of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The Parties agree that the venue shall be in any court of competent jurisdiction located in the Commonwealth of Massachusetts.

**14. Notices.** Any formal notices necessary under this Agreement shall be given by certified mail, return receipt requested, and addressed to the WRA and the Contractor at the addresses appearing in the first paragraph of page 1 of this Agreement.

**15. Conflict of Interest.** Contractor warrants that it has not offered or attempted to offer anything of value to any employee of City in connection with this Agreement. Contractor further warrants that no WRA employee has or will have a direct or indirect financial interest in this Agreement. Violation of this section shall be a material breach and shall be grounds for immediate termination of this Agreement by the WRA without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this section shall not waive any claims for damages that the WRA may have against Contractor that result from any violation of the terms of this section.

**16. Miscellaneous.** If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The section headings in this Agreement are for convenience and reference only and in no way define or

limit the scope or content of this Agreement or in any way affect its provisions. This Agreement may be amended or modified only by written instrument duly executed by the parties. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

**RECOMMENDED:**

**CONTRACTOR**

Department of Public Facilities

---

Julie A. Lynch  
Chief

---

By  
Title

Approved As To Form:

**WORCESTER REDEVELOPMENT  
AUTHORITY**

---

Chief Legal Counsel, WRA

---

Chairman

Funds are available for this Agreement.

---

Finance Analyst, Department of Administration & Finance

EXHIBIT A  
Scope of Services

SAMPLE

FLOOR PLAN

SAMPLE



CLEANING SCHEDULE

SAMPLE

EXHIBIT B  
Fee schedule

SAMPLE

## CERTIFICATIONS

SAMPLE