



# 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)

January 3, 2023

To All Bidders:

Subject: **Bid No. CR-7949-W3, Consultant – Environmental Health & Safety / WPS**

## **ADDENDUM NO. 1**

To Whom It May Concern:

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

- PLEASE SEE BELOW QUESTIONS RECEIVED AND RESPONSES FROM CITY:

I do have a few clarifying questions from documents:

- A. Monthly visits for maintaining and reporting for radon system.
- B. 19 Environmental Health and Safety Training Sessions
- C. 435 hours of general EHS consulting support

It appears to me that A. and B. are not part of the 435 hours of general EHS consulting support. However, perhaps you consider A., B., and C. to be for a total of 435 hours or approximately 36 hours per month. Could you please clarify this.

**Answer: All three are separate: We are looking at the 12 monthly visits, 19 EHS trainings, and 435 hours of general consulting as needed. See attached pricing page.**

Would you like someone on site weekly or is two weeks per month fine?

**Answer: If this is referring to the general consulting - it would be on an as needed basis throughout the duration of the contract. It could be more or less at varying parts of the year.**



I can assure you that I and my coworkers are diligent workers, but there is a very large scope of work presented. Also, since there is a wide variety of tasks, our company would have approximately 3 staff members working on the different tasks. I would be doing the training, audits, and OSHA plans, but the radon system would be another staff member and asbestos inspectors would also be involved. I'm assuming that this is fine.

**Answer: Whatever/whomever staff is required to accomplish the specification / scope of services is acceptable. It is up to the bidder to decide this. The City is under contract already for asbestos inspections and there would be no AHERA/ACBM inspections as part of this contract.**

Can you provide us with a copy of the current or last contract for these services to review?

**Answer: See attached agreement.**

Is there any laboratory work or testing meter usage required for this service and how would that be compensated?

**Answer: There is no lab work or meter usage required under this contract.**

Mileage and travel is it compensable or built into the rate?

**Answer: Mileage and travel shall be built into rate.**

Is the WPS 3 years due in 2023? 2024”?

**Answer: WPS’ next round of AHERA inspections will be due in 2025. There are no AHERA/ACBM inspections as part of this contract.**

Bidders 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

			Consultant - Environmental Health & Safety / WPS		
			PRICING PAGE - BID #: CR-7949-W3 PRICING REVISED VIA ADDENDUM # 1		
<u>Item #</u>	<u>Estimated Annual Quantity</u>	<u>Unit Meas</u>	<u>Description</u>	<u>Price per unit</u>	<u>Annual Total Per Item (B x E)</u>
			Must bid all items - award in aggregate.		
A	12	each	Monthly Visits - Radon (per specifications)	\$	\$
B	19	each	Safety Training Sessions (per specifications)	\$	\$
C	435	hour	General Consulting Services (per specifications)	\$	\$
			TOTAL ALL ITEMS -----		\$ *
			*low bid price to be based on this amount		

**SERVICE AGREEMENT**

**THIS AGREEMENT** made on November 13, 2019 at Worcester, in the County of Worcester and Commonwealth of Massachusetts, by and between **Lynn Rose**, an individual, having a principal place of business at **3 McClelland Farm Road, Deerfield, MA 01342**, and duly authorized to conduct business in the Commonwealth of Massachusetts (hereinafter called the Contractor), and the **CITY OF WORCESTER**, a municipal corporation within said county of Worcester (hereinafter called the **CITY**).

**WITNESSETH**, that the Contractor, in consideration of the payments hereinafter mentioned and of the fulfillment of the agreements herein mutually entered into, agrees with the City as follows:

1. The Contractor shall provide and deliver to the City the following materials and services:

**Provide Consulting Services for environmental health & safety for a period of one year from January 23, 2020 through January 22, 2021 in accordance with the requirements and specifications of the City of Worcester Public Schools. This contract may also be renewed for two additional one year periods at the sole discretion of the City. The option of which will be determined near end of current contract period. In no event will increase exceed 2% for the second and third contract years.**

2. The quantities and qualities of the materials & services so provided and the details of the delivery thereof shall be in strict compliance with the terms of the following documents hereto attached and made a part hereof: City of Worcester Purchasing Department Sealed Bid Invitation including proposal and specifications attached to the Contracting Officer's copy only.

3. The conformity of the materials with the specifications and their General Acceptability to the City shall be subject to the determination of City of Worcester Purchasing Agent (hereinafter called the Contracting Officer).

4. The Contractor shall obtain and deposit with the City a bond with sureties satisfactory to the Contracting Officer to guarantee the faithful performance by the Contractor of all its obligations under this contract, the amount of said bond to be: n/a

5. The City will pay the Contractor for the materials and services so provided and delivered at the following rate or rates, which sums shall include any sales or other taxes that are imposed by the United States or any State thereof upon the goods so sold or upon the seller or shipper thereof, but shall not include taxes, such as federal excise taxes, that are not applicable to transactions where a municipality is the purchaser.

**Pricing - Consultant - Environmental Health & Safety / WPS**

**\$ 75.00 per hour**

5A. Notice to vendors -- The City will not be responsible for goods or services provided without issuance of a valid CITY OF WORCESTER PURCHASE ORDER.

6. Payment for the goods provided and delivered under this contract shall be made in monthly installments or oftener as determined by the Contracting Officer, each payment to cover goods delivered during the preceding installment period. Payments will be due within thirty (30) days after the last delivery of the period for which any one payment is made or within thirty (30) days after submission of the invoice, whichever is the latter. No invoice shall be paid unless it is submitted in quadruplicate, endorsed in writing by the Contracting Officer and approved by the City Auditor.

7. The obligation of the City to comply with the provisions of this contract is subject to the availability of appropriations for the purpose.

8. If at any time the Contractor fails, in the opinion of the Contracting Officer, to furnish the materials required by the contract or to furnish them in accordance with the terms and specifications hereof, the City may (a) terminate this contract five (5) days after mailing a notice of its intention to do so to the Contractor at the address set forth in this contract, (b) serve notice on the Contractor to furnish the required materials, or (c) procure the required materials from any source whatsoever without obligation to readvertise and accept the lowest bidder. Thereafter the City may deduct from any sums remaining payable to the Contractor under this contract, or under any other contract between the same parties, an amount sufficient to defray any expense, losses, or damages incurred by the City as a result of the Contractor's failure to meet its obligations hereunder, including any costs incidental to removing and replacing defective materials; or if the sums remaining payable are not sufficient to defray such expenses, losses, and damages, the City may charge the amount of the excess to the Contractor. Recourse to any of these remedies, however, shall not impair or affect the right of the City for recovery in breach of contract against Contractor.

9. Notwithstanding anything to the contrary hereinbefore contained, it is expressly agreed that the City may not hold the Contractor liable for any losses, expenses, or damage incurred by the City on account of failure or omission of the Contractor to furnish or deliver any of the materials, supplies or equipment called for in this contract if the Contractor's failure or omission shall have been caused by state of war, acts of enemies, embargoes, expropriation or confiscation of the facilities used by the Contractor or his supplier for the production, manufacture, transportation, handling or delivery of such materials, or by compliance with any law, order or regulation of any

federal, state or municipal governmental authority. The Contractor having given to the City reasonable notice of such cause.

10. It shall be a material breach of this contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation or other terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The prices set forth in Article 5 above include and cover not only the cost of the materials furnished but also any expense for labor, machinery, etc., that may be necessary to furnish the materials in the manner and form prescribed in the contract and specifications.

12. The City shall be entitled to the following discount: **.05% 30 days, net 45 days**

13. It is expressly understood that title to the goods purchased hereunder shall not pass to the City until delivery has been accepted by the Contracting Officer or his agent in Worcester. The prices set forth in Article 5 hereof are F.O.B. the following point: Various Locations, Massachusetts.

14. The Contractor assumes all liabilities, whatsoever for any violation or infringement of any patent, trade-mark or copy-right of the United States or of any foreign country in connection with the purchase, use or resale of any materials furnished pursuant to this agreement. The Contractor further agrees to indemnify and save harmless the City of Worcester and its officers, agents and employees against any suits, claims or liabilities of every name, nature or description arising out of or in consequence of the negligent acts of the Contractor, its agents or servants, in the performance of its obligations in connection with the sale and delivery of goods under this contract or by reason of its failure to fully comply with the terms and conditions of this contract.

15. The Contractor shall be bound, in the performance of this agreement, to all provisions of law or regulations applicable hereto to Federal Government, the Commonwealth of Massachusetts, and the City of Worcester.

16. Time is of the essence of this contract, and deliveries must be made on schedule as follows: **as required by WPS.**

17. The Contractor shall not be permitted to assign any of its responsibilities hereunder without the written consent of the Contracting Officer; nor may assign any funds payable hereunder without the like consent of the Contracting Officer and the City Treasurer.

18. Wherever used in this contract, the terms "Contracting Officer" shall mean the City Official so designated in Article 3 hereof or the individual duly appointed by him for the performance of any of his functions or responsibilities under this contract.

Bid No.: CR-7280-W0

Contract # 50-1522W

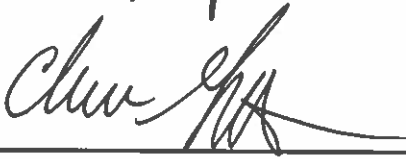
19. Wherever in this contract the City is to give or receive a notice, the Contracting Officer as defined in Article 18 shall be the City's Agent for the purpose.

**IN WITNESS WHEREOF** the Contractor has hereunto set its name and seal and the City has caused its corporate seal to be hereto affixed and this contract to be executed in its name and behalf by a duly authorized officer thereof the day and year first above written.

**CITY OF WORCESTER**

Approved as to legal form:

 11/26/17  
Assistant City Solicitor

  
Purchasing Agent

**APPROVED:**

  
City Manager

**CONTRACTOR**

**Lynn Rose**

By   
Name / Title



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)

October 18, 2021

Lynn Rose  
3 McClelland Farm Road  
Deerfield, MA 01342

RE: **Contract No. 50-1522W, Consultant – Environmental Health & Safety / WPS**

Dear Ms. Rose:

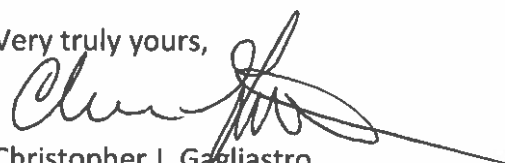
Contract No. 50-1522W dated November 13, 2019 is hereby AMENDED as follows:

**AMENDMENT NO. 2**

This contract, mutually agreed upon, has been extended for an additional one-year period through January 22, 2023 at an increase in pricing of 2%. The revised pricing for the period of 1/23/22 – 1/22/23 shall be \$ 78.03 per hour.

All other terms and conditions remain unchanged.

Very truly yours,

  
Christopher J. Gagliastro  
Purchasing Director



Edward M. Augustus, Jr.  
City Manager



Timothy McGourthy  
Chief Financial Officer

Christopher J. Gagliastro, MCPPO  
Purchasing Director

**CITY OF WORCESTER**  
Administration & Finance

November 3, 2020

Lynn Rose  
3 McClelland Farm Road  
Deerfield, MA 01342

RE: **Contract No. 50-1522W, Consultant – Environmental Health & Safety / WPS**

Dear Ms. Rose:

Contract No. 50-1522W dated November 13, 2019 is hereby AMENDED as follows:

**AMENDMENT NO. 1**

This contract, mutually agreed upon, has been extended for an additional one-year period through January 22, 2022 at an increase in pricing of 2%. The revised pricing for the period of 1/23/21 – 1/22/22 shall be \$ 76.50 per hour.

All other terms and conditions remain unchanged.

Very truly yours,

  
Christopher J. Gagliastro  
Purchasing Director