



The City of  
**WORCESTER**

Administration & Finance – Purchasing Division  
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September 22, 2023

To All Bidders:

Subject: **CR-8079-M4 Guardrail Repair and Installation/DPWP**

**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 page(s) for changes to bond requirements.**
- **Specifications on attached pages shall replace Specifications shown in Addendum No. 1**

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

Very truly yours,

Maureen McKeon  
Assistant Purchasing Director



## **ADDENDUM NO. 2**

### **GUARDRAIL REPAIR & INSTALLATION/DPWP**

#### **BID #: CR-8079-M4**

#### **Changes to Bond Requirements**

Please disregard “Surety Information” bond requirements noted on page 71 of bid documents.

The *Payment Bond* requirement for this bid will be 50% of the total bid price.

There will be no *Performance Bond* requirement for this bid.

The standard 5% *Bid Bond* is required to be submitted with bids.

### **SPECIFICATIONS FOR GUARDRAIL REPAIR & INSTALLATION/DPWP**

#### **BID #: CR-8079-M4**

Furnish and deliver guardrail services to the City of Worcester. Vendor shall have the capability to perform repair, assemble, install and fabricate various types of guardrails including, but not limited to the following types: Steel (Type SS) or wooden guardrails in accordance with City of Worcester standards, under the general terms and conditions.

#### **General**

- No One (1) single job may exceed \$10,000.00.



- All other materials, supplies, parts, etc. required to be procured by the contractor for the faithful performance of this contract may be charged to the City of Worcester at a rate not to exceed 10% over the contractor's net cost.
- The Vendor must be capable to respond to any emergency service calls within a four (4) hour period from notification by the City. Bidder agrees to state clearly their rate, and will hold that rate for the initial term of the contract. Any repair order showing a price which exceeds the bid rate will be modified accordingly.
- The Contractor will be required to provide cost estimates to the City when requested. All estimates shall be provided at no cost to the City.

### **Performance Requirements**

- The contractor will be required to show to the satisfaction of the City, that guardrail work is established and performing effectively, in accordance with any pre-defined standards made by the contractor, by the end of a performance period of sixty (60) consecutive days from the day the contract is signed.
- Periodic evaluations will be conducted by the City to assist in determining contractor performance and adequacy.
- Should the contractor fail to maintain an effective level of performance, the City reserves the right to terminate the contract upon thirty (30) days written notice to the contractor. Such termination shall be without penalty to the City of Worcester.

### **Contractor Qualifications**

- The contractor must provide with bid evidence of expertise of not less than five (5) years as a guardrail installer. This evidence should include proof of a permanent facility including the address, the number of employees with the ability to perform this function (if applicable.)
- The contractor must have the proven capability to provide for the repair, assembly, installation or fabrication of steel or wooden guardrails. The contractor must possess the skill and ability to install or repair guardrails using mechanical or hand tools. A statement specifying the vendor's ability to provide such service requirements must accompany proposal.

Bidder shall provide below evidence of their experience and ability to provide proper service under the requirements of this contract (Bidders may include attachments if desired).

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**Liability**

- The City will not be liable for any costs incurred by a bidder in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.
- Any work performed by the contractor without a valid City of Worcester Purchase Order in place is subject to non-payment.

**Regular Service Calls**

Primary Contact:	
Person for requesting service:	
Person's title:	
Person's telephone #(s):	
Secondary Contact	
Person for requesting service:	
Person's title:	
Person's telephone #(s):	



### **Mileage**

The City of Worcester cannot be charged for any time, mileage fees or other costs while a tradesman is traveling to and from a site. The vendor shall take into account this cost when they bid.

### **Materials**

It will be the requirement of the contractor to provide all the tools and equipment needed to do the job. The worker must bring the proper and basic tools and supplies as is applicable with them when they first visit the site. The City of Worcester shall not be charged for the use of the equipment that the contractor may need to complete a job. The City of Worcester shall not be responsible for any of the worker's equipment that is lost, stolen, or damaged.

The worker shall obtain any supplies they will need to complete the job at the most expeditious and cost-effective location to the site. Another factor in determining where the supply shall be obtained will be the availability of the supply. The City of Worcester cannot be charged in excess of the net cost of the material to the contractor plus an allowance for overhead and profit-cost plus. The net cost of the material is defined as the price that the contractor was charged. The City of Worcester pays no sales tax therefore the net cost must reflect this. The contractor's mark-up may not exceed the stated amount in this bid.

The contractor may use the site's existing services, if they are available, in order to complete a job. This would include water and electricity. This may be withdrawn if it is determined by the City of Worcester that the contractor is abusing the privilege. The contractor may be charged for the use of the services if it is determined that the contractor is abusing the privilege.

### **Overcharging (Materials)**

If the City of Worcester has any questions as to the validity of an invoice, the City of Worcester will notify the vendor of this in writing. The vendor will have five (5) business days to answer any and all questions and to provide proof of such items as:



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- Materials/outside services
- Copy of invoice stating the amount that the vendor was charged for supplies/services etc. Invoice must be a legitimate copy to be forwarded to the City of Worcester.
- The invoice must be dated.
- The invoice must have the company's name and address and telephone number along with a contact person's name.
- Proof that the invoice was paid by the contracting company.

The City of Worcester may request from the contracting vendor a copy of any list price from the company with which the vendor conducts his business for materials. The purpose of this is to confirm the contractor's cost to the city.

THE CITY OF WORCESTER RESERVES THE RIGHT TO PERFORM RANDOM PRICE AUDITS.

**END - ADDENDUM NO. 2**