

ADDENDUM NUMBER 004

DATE: October 29, 2025

TO: ALL BIDDERS

FROM: PURCHASING DIVISION
455 MAIN STREET,
WORCESTER, MA 01605

RE: NEW WORCESTER SOUTH DIVISION FIRE STATION
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICE

**THIS ADDENDUM FORMS A PART OF THE CONTRACT AND MODIFIES THE ORIGINAL
INVITATION FOR BID DATED OCTOBER 15, 2025.**

PART 1 - GENERAL

- 1.1** This addendum modifies, amends, and supplements the Contract Documents for the above referenced project. This addendum is hereby made a part of the Contract Documents by reference and shall be as binding as though inserted in locations designated hereunder.
- 1.2** Each general bidder shall be responsible for notifying all their non-filed sub-bidders and suppliers of the content of this addendum. No claim for additional compensation will be considered because of lack of knowledge of changes or modifications contained in this addendum.
- 1.3** Questions or requests for clarification shall be in writing, addressed to Jeremy C. Flansburg at **PURCHASING DIVISION**, and may be sent to flansburgjc@worcesterma.gov. Please include your name, phone number, and email address.
- 1.4** Part 2 of this addendum indicates clarification to bidders questions.

PART 2 - REQUEST FOR PROPOSALS

**INVITATION FOR BID – CONSTRUCTION MATERIALS TESTING AND
INSPECTION SERVICE – BIDDERS QUESTIONS:**

- *Question:* The RFP indicates that the form contract is on file with the Purchasing Division. Would it be possible to obtain a copy of this contract?
- *Answer:* See Attached standard contract.
 - 1.

END OF ADDENDUM NUMBER 004

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this _____ day of _____, 2025, by and between the City of Worcester, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, acting by and through its City of Worcester (“City”), and xxx Inc., a xxx corporation with a principal place of business at xxx Ave, # xxx, xxx, MA xxxx (“Contractor”).

W I T N E S S E T H:

WHEREAS, the City desires to contract with a qualified consultant to provide professional construction materials testing & inspection services for the xxx per the requirements and specifications of the City of Worcester; and

WHEREAS, the Contractor was determined to be the lowest, responsive and responsible bidder following a competitive selection process in compliance with the Uniform Procurement Act; 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 City desires to engage the Contractor to undertake the Services; and

NOW THEREFORE, the parties mutually agree as follows:

I. Contractor’s Services.

The Contractor shall provide professional construction materials testing & inspection services for the xxx for the City described in Exhibit A, Scope of Services, attached hereto and incorporated herein by this reference and as further set forth in the requirements of the City of Worcester Public Schools as set forth in Bid # xxxx.

In the performance of the Contractor’s services hereunder, the Contractor, when apt, shall review the Project construction plans with the Center for Living and Working, the City Manager’s Advisory Committee on Persons with Disabilities and Rights Equality & Dignity for the Disabled to ensure that the Project design meets or exceeds accessibility requirements. The city department in charge of the administration of the Contractor’s services shall be responsible for coordinating the aforementioned reviews.

The Contractor shall comply with any and all licensing requirements, as well as applicable municipal, state, and federal laws and regulations.

2. Term / Time for Completion

This work of this contract shall be completed in accordance with the construction schedule for the xxxx as noted in the bid forms.

- Phase I Construction: xxxx, xx, 2025 – xxxx, 2025
- Phase II Construction: xxx xx, 2026 – xxxx 24.2026

3. Pricing.

The City shall pay the Contractor a price per task as noted in the attached pricing sheets.

The City shall pay the Contractor for services performed under this Agreement only on the basis of written invoices or official documentation evidencing in complete detail, the propriety of the charges. The obligation of the City to comply with the provisions of this contract is subject to the availability of an appropriation for this purpose.

To the extent applicable, pursuant to Section 51 of Chapter 7C of the General Laws, the Contractor or its consultants shall not be paid for any services involved in preparing changes that are required for additional work that should have been anticipated by the Contractor in preparation of the proposal documents, as reasonably determined by the executive head of the public agency responsible for administering the Agreement for maintenance services. For purposes of this paragraph, “public agency” shall have the meaning as set forth in G.L. c. 7C, section 44.

4. Information Furnished by City.

The City shall, so far as the work under this Agreement may require, furnish the Contractor with the relevant information it may have concerning these Services.

5. Ownership of Documents.

Drawings, specifications, designs and reports are instruments of service and are the property of the City, whether the work for which they are made is executed or not, and said instruments of service shall not be used by the Contractor on other work except by written agreement with the City. Additionally, such instruments of service are not intended or represented to be suitable for reuse by the City. If the City reuses such instruments of service on any project other than these Services without the involvement or prior written authorization from the Contractor, said reuse shall be at the City’s sole risk; provided however, the City shall not be responsible for uses or actions by any third party.

6. Successors and Assignments.

The City 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.

7. Consultants, 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 approval of and written consent of the City. The City shall not unreasonably withhold such approval. The written consent shall not in any way relieve the Contractor from its responsibility for the professional and technical accuracy and the coordination of all data, designs, specifications, estimates and other work or materials furnished.

8. Professional Responsibility.

A. 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 practicing in the same or similar locality. The Contractor shall furnish appropriate competent professional services for each aspect and task so that detailed checking or reviewing by the City is not necessary. 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.

B. The Contractor acknowledges that it is cognizant of and fully familiar of the laws with the Commonwealth of Massachusetts governing the work related to the Services, including but not limited to bidding and award of construction contracts by municipal awarding authorities. The Contractor shall perform any and all services it renders to the City under this Agreement in compliance with the relevant provisions of said laws in affect at the time documents are initially prepared. Without limiting the generality of other provisions of this Agreement, in the event that any aspect of the Contractor's performance fails to comply with applicable law due to the Contractor's negligence, the Contractor shall make all necessary corrections at no cost whatsoever to the City.

9. Indemnification.

For claims arising out of or relating to negligent errors and omissions in the performance of professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City to the extent caused by the negligence of, or the breach of this Agreement by, the Contractor, its officers, or any person employed by the Contractor, or any consultant for whom the Contractor is responsible under this Agreement.

For all other claims, to the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and its officers, officials and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever brought because of any injury (including death) or damage received or sustained by any person, persons or property arising out of, or resulting from the Contractor's breach of any provision of this Agreement or any asserted negligent

act, error or omission of the Contractor, its officers, employees, consultants or other person for whom the Contractor is responsible under this Agreement.

The Indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. Further, the Contractor's obligations hereunder shall not terminate with the expiration or termination of this Agreement, but shall survive it.

10. Insurance.

The Contractor shall obtain professional liability insurance covering the negligent acts, errors and omissions of the Contractor, and of any person or business entity for whose performance the Contractor is legally liable arising out of the performance of this Agreement. The amount of this coverage shall equal one million dollars (\$1,000,000). If the coverage is on a "claims made" basis (rather than occurrence basis), the Contractor shall obtain from its insurer a six year extending reporting coverage ("tail") policy covering continuing such coverage.

The Contractor shall also 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:

- a. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- b. Excess/Umbrella Liability - \$2,000,000
- c. Automobile Liability/Combined Single Limit - \$1,000,000
(all owned, scheduled, hired, and non-owned autos)

The Contractor shall also obtain and maintain in force at all times during the term of this Agreement Workers Compensation insurance satisfying the Massachusetts statutory requirements.

The City shall be named as an additional insured on said coverage and certificates, except professional liability coverage and workers compensation coverage.

The City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts, 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 City.

11. Termination of Contract.

A. Termination of Contract for Cause. If either party fails to fulfill in a timely and proper manner its obligations under this Agreement for any cause, or if either party violates any of the terms, covenants and conditions of this Agreement, then the offended party shall have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof, said written notice to be given at least five (5) days before the effective date of

such termination. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Contractor with federal, state or City funds under this Agreement shall, at the option of the City, become its property. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of the Agreement, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages to the City from the Contractor is determined.

B. Termination for Convenience of the City of Worcester. The City may terminate this Agreement at any time by giving not less than thirty (30) days notice in writing to the Contractor. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared, or purchased by the Contractor with federal, state or City funds under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City for personal injury, property damage or otherwise by virtue of any termination of this Agreement, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages sustained by the City is determined.

C. Termination Expenses.

In the event of any termination of this Agreement, the Contractor shall be paid in accordance with the appropriate invoicing procedure defined in Section 3 herein, for all authorized services performed to the termination date. No other termination expenses shall be allowed.

12. Records.

The Contractor shall maintain records with respect to all matters covered by this Agreement for a period of six (6) years after receipt of the final payment under this Agreement.

13. Reports and Information.

At such times and in such forms as the City may require, the City may request and the Contractor shall not unreasonably refuse to provide such statements, records, reports, data and information, pertaining to matters covered by this Agreement.

14. Audits and Inspections.

At any time during business hours and as often as the City may deem necessary, the Contractor shall make available to the City or its representatives for examination all non-confidential records with respect to all matters covered by this Agreement and shall permit the City or its representatives to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Records – Confidentiality.

The City reserves the right of access to the non-confidential records of the Contractor and its sub-contractors in accordance with provisions of federal and state laws and regulations. Those records classified confidential shall be provided with the informed written consent of the individual involved.

16. Independent Contractor.

The Contractor is an independent contractor and not an employee of the City of Worcester.

17. Discrimination Prohibited.

A. In all hiring or employment made possible by or resulting from this Agreement, the Contractor (1) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and (2) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin.

B. No person in the United States shall, on the ground of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from the contract. The Contractor and each employer shall comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

18. 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, as well as all administrative and judicial positions known to it, except for such period as it may in good faith be contesting the validity or application thereof.

19. Conflict of Interest.

The Contractor warrants that it has complied with all provisions of law regarding the award of this Agreement and that it, or its employees, agents, officers, directors or trustees have not offered or attempted to offer, and shall not during the course of this Agreement offer, anything of any value to any employee of the City in connection with this Agreement.

The Contractor further warrants that no employee of the City, including unpaid members of City boards and commissions, serves as an officer, director, trustee or employee of Contractor, and that no employees of the City have or will have a direct or indirect financial interest in this Agreement.

Violation of this section shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by the City 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 the City may have against the Contractor.

20. 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 for services 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 Consultant, 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 City to immediately terminate this Agreement pursuant to Section 11(A) and take any other action authorized by law to collect any amounts due the City.

21. 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.

22. Rights Reserved.

The City reserves the right to change policy expounded herein due to policy changes dictated by federal, state or municipal agencies. The Contractor shall comply with any and all federal, state and local laws, regulations and rules controlling or relating to this Project, as may be issued from time to time.

23. Notices.

Any formal notices necessary under this Agreement shall be given by certified mail, return receipt requested, and addressed to the City at the Purchasing Division, 455 Main Street, Room 201, Worcester, Massachusetts 01608 and addressed to the Contractor at the address appearing in the first paragraph of page 1 of this Agreement.

24. Severability.

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.

25. Headings.

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.

26. Amendments.

This Agreement may be amended or modified only by written instrument duly executed by the parties.

27. Entire Agreement.

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:

Bidder

Christopher J. Gagliastro
Purchasing Director

NAME & TITLE

Approved As To Form:

CITY OF WORCESTER

Assistant City Solicitor

Eric D. Batista
City Manager

Certification of Funding:

I certify that an appropriation of funds in the amount of
this agreement is contain in account number:

EXHIBIT A
Scope of Services, Tasks, Deliverables

Testing and inspection services shall include the Work of the following disciplines in accordance with all applicable project documents and specifications:

- Division xx:
- Division xx:
- Division xx:
- Division xx:
- Division xx:
- Division xx:

Testing and inspection services pricing shall be based upon complying with the xxxx, as included in Specification section 010100 Summary of Work.

Bids shall be based on providing a primary onsite inspection representative, qualified in multiple disciplines, capable of performing testing and inspection services for the categories listed above. Subcontracting work is allowed with prior approval of the Owner.

The onsite testing and inspection representative will coordinate directly with the rest of the Project Team daily in the performance of their task(s). Bid prices shall include all documentation of all test results as well as a Daily Observation Report prepared by the onsite representative. Reports shall be issued daily to the Owner's Project Manager.