



NEW YORK CITY DEPARTMENT OF
DESIGN + CONSTRUCTION

DAVID J. BURNEY, AIA
Commissioner

DONALD HOOKER
Agency Chief
Contracting Officer

Date: February 26, 2007

ADDENDUM NO. 3

Project: **Requirements Contract for Construction Management Services**

PIN: **8502007RQ0008 – 15P**

THIS ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE REQUEST FOR PROPOSALS AND IS HEREBY MADE A PART OF SAID REQUEST FOR PROPOSALS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY THEREIN

CHANGES TO THE CONTRACT

(1) Article 3.6: Delete Article 3.6 and replace with new Article 3.6 set forth below.

3.6 No Right to Reject a Task Order: In the event the CM submits a Proposal for a specific Project and is selected to provide services for the Project, the CM shall have no right to reject a Task Order issued for the Project or to decline to perform services pursuant thereto. Accordingly, any rejection of a Task Order by the CM, either expressly made or implied by conduct, shall constitute a material breach of this Contract.

(2) Article 5.2.4: Delete Article 5.2.4 and replace with new Article 5.2.4 set forth below.

5.2.4 Agreement to Assign: The CM specifically agrees to assign to the Project for its entire duration, the specific individuals identified in the Staffing Plan as the Project Executive and the Key CM Personnel. These individuals were identified by the CM in its Proposal for the Project. Failure by the CM to provide any of the individuals identified in the Staffing Plan as Project Executive and/or Key CM Personnel shall be considered a material breach of the Contract and grounds for termination for cause. Replacement of such Project Executive and/or Key CM Personnel will only be permitted in the following circumstances: (1) if the designated individual is no longer employed by the CM, or (2) if the City does not direct the CM to commence work on the Project within six (6) months of the date on which the CM submitted its Proposal for the Project. Replacement of such Project Executive and/or Key CM Personnel must comply with the conditions set forth below.

(3) Article 6.2.7: Delete Article 6.2.7 and replace with new Article 6.2.7 set forth below.



6.2.7 During the bidding process for the construction contracts, make recommendations to the Commissioner to coordinate the work of the Consultant(s) to assure that any required addenda are promptly issued.

(4) Article 7.3.5: Delete Article 7.3.5 and replace with new Article 7.3.5 set forth below.

7.3.5 Increases in Direct Salary Rates: An Assigned Employee's Direct Salary Rate per hour, determined and approved by the Commissioner, shall be subject to increases on a yearly basis, except as otherwise provided below. The first such increase shall be made one (1) year after the date on which the Task Order for the Project was issued to the CM. Thereafter, for the remaining duration of the Task Order, increases in the Direct Salary Rate(s) shall be made on a yearly basis, on the anniversary date of issuance of the Task Order. Any increase in the Direct Salary Rate(s) shall be based on an increase in the Employment Cost Index for Professional, Specialty and Technical Occupations, published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Index"). If the Index declines or shows no increase, the Direct Salary Rate(s) shall not be increased. Any increase in the Direct Salary Rate(s) shall be applied on a prospective basis only.

(a) The CM shall not be entitled to payment of any increase in an Assigned Employee's Direct Salary Rate per hour unless the total amount of such increase is actually paid in full by the CM to the Assigned Employee, as determined by the Commissioner. The CM shall submit its payroll register to verify the amount actually paid by the CM to the Assigned Employee.

THIS ADDENDUM MUST BE SIGNED BY ALL
PROPOSERS AND ATTACHED TO THEIR PROPOSALS.

Name of Proposer

Donald Hooker

By: _____