

MTA - NEW YORK CITY TRANSIT

2 BROADWAY

NEW YORK, NY 10004

DIVISION OF MATERIEL

web.mta.info/nyct/procure/nyctproc.htm

Vreplies@nyct.com

0000198354

NOTICE

-OF-

ADDENDUM

ADDENDUM # 4

BID OPENING/DUE DATE: 06/13/2018



June 11, 2018

ADDENDUM No. 4
CONTRACT # SSE 198354
Three (3) Year Contract for Rental of a Concrete Breaker with
Hammer Attachment and Operating Engineer

All prospective bidders are advised of the following:

Questions and Answers:

Below are questions and/or requests for clarifications raised by Prospective Proposers and the Authority's responses. Prospective Proposers' questions are restated for convenience only. The questions are not part of the Authority's response and are not to be construed as a substantive part of the Addendum to the Contract. Questions may be edited for clarity; edits are indicated by brackets, where applicable. The question numbers below refer to the sequence in which the questions were received. This condition applies to this Addendum and to all prior and subsequent Addenda.

The following questions were received regarding Addendum No. 4 and are answered below:

Q1: Just to confirm you want an operator for three years as needed?

A1: The required staffing is set forth in the contract documents including the Scope of Work Sections I.A, and II.A.

The time to submit questions in connection with this solicitation is now closed.

Reminder: Be sure to attach this addendum to your proposal or acknowledge it in the place provided in the Bid. Failure to do so may result in rejection of your bid.

If you have any questions, please contact Nicole Gubelli at (646) 252-6027 or via email at Nicole.Gubelli@nyct.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Teresa", with a stylized flourish at the end.

Teresa McLoughlin Rice
Senior Director

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NOTICE

-OF-

ADDENDUM

ADDENDUM # 3

BID OPENING/DUE DATE: 6/13/18



June 8, 2018

ADDENDUM No. 3
CONTRACT # SSE 198354
Three (3) Year Contract for Rental of a Concrete Breaker with
Hammer Attachment and Operating Engineer

All prospective bidders are advised of the following:

Questions and Answers:

Below are questions and/or requests for clarifications raised by Prospective Proposers and the Authority's responses. Prospective Proposers' questions are restated for convenience only. The questions are not part of the Authority's response and are not to be construed as a substantive part of the Addendum to the Contract. Questions may be edited for clarity; edits are indicated by brackets, where applicable. The question numbers below refer to the sequence in which the questions were received. This condition applies to this Addendum and to all prior and subsequent Addenda.

The following questions were received regarding Addendum No. 3 and are answered below:

Q1: Schedule Q requires performance and payment bonds “in an amount equal to 100% of the gross sum bid”. Since this is essentially an (“IDIQ”) indefinite delivery, indefinite quantity contract, with estimated items and unit prices, it can be cost prohibitive for contractors to obtain bonds based on estimates without any line items to bill the bonds against, or any guarantees of work to cover the initial costs of providing the bonds to the NYCTA and tying up a surety line that would limit us from taking on other work. Since this is a unique situation, would the transit authority be willing to accept a bond for a fixed amount to cover an average job order based upon our final bid and it can be renewed as it is used up? If not, would the transit authority be willing to guarantee us an amount of work to cover our fixed costs associated with the bonding and administration of the contract?

A1: Schedule Q has been amended to add the following language:

Section B.2 now states: If indicated as being required by Paragraph A above, within thirty (30) days of bid opening, the apparent low Bidder must furnish a performance bond in the amount equal to **ten percent (10%)** of the Gross Sum Bid as security for the faithful performance of the Contract.

Section B.5 now states: If indicated as being required by Paragraph A above, within thirty (30) days of bid opening, the apparent low Bidder must furnish a payment bond for labor and material in the amount equal to **ten percent (10%)** of the Gross Sum Bid as security for the payment of all persons performing labor or furnishing material in connection with this Contract.

This Amended Schedule is Attachment 'A' attached hereto and forms part of this Contract.

Q2: There are many factors that can determine the Transit's needs for equipment, deliveries, and pickups. Depending on the project, the transit (sic) can request the equipment ahead of the scheduled jobs and sometimes the equipment isn't ready for pickup after the jobs completed or it comes back to the train yard. We do not see any items for the NYCTA requesting and holding the equipment in their facility for either early deliveries or late pickups. Can a line item be added to the price schedule to capture these scenarios?

A2: The Price Schedule has been amended to add Line Item #16. This Amended Price Schedule is attached hereto as Attachment 'B' and forms part of this Contract.

Q3: Is there any way you can let me know how much the bid went for a past rental of Brokk concrete breaker? Solicitation # is 0000010646. Any information would be great.

A3: Pricing history will not be provided to vendors once the procurement process to obtain the services has begun, i.e. from the date the solicitation is issued through award. Once sealed bids have been opened for a new procurement, however, the new prices bid may be made public to anyone who inquires after bid opening."

Reminder: Be sure to attach this addendum to your proposal or acknowledge it in the place provided in the Bid. Failure to do so may result in rejection of your bid.

If you have any questions, please contact Nicole Gubelli at (646) 252-6027 or via email at Nicole.Gubelli@nyct.com.

Sincerely,



Teresa McLoughlin Rice
Senior Director

ATTACHMENT 'A'

NEW YORK CITY TRANSIT AUTHORITY

Department of Materiel

Schedule Q

BONDING REQUIREMENTS AND FORMS OF BONDS

NYCTA Contracts

ADDENDUM No. 3

Includes:

Bid Bond (Bid Security)

Performance Bond

Payment Bond

Advance Payment Bond

Contract No: 198354

Description: Three year equipment rental contract with operating engineer

A. The Bidder/Contractor shall provide bonds in the following types:

Bond Type

Bid (Bid Security):	Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Performance:	Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Payment:	Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Advance Payment: Amount \$ _____	Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

B. Submission Requirements

1. If indicated as being required by Paragraph A above, Bids must be accompanied by a certified or cashier's check or a bid bond in the amount equal to five percent (5%) of the Gross Sum Bid or Aggregate Total Bid (defined in the Bid). A certified or cashier's check shall be made payable to the order of the Authority and shall be drawn upon a national bank or State bank or trust company. The bid security, in whatever form, must be enclosed in a separate envelope endorsed with the Contract number and title, and the Bidder's name and submitted to the Authority upon presentation of the Bid.
2. If indicated as being required by Paragraph A above, within thirty (30) days of bid opening, the apparent low Bidder must furnish a performance bond in the amount equal to **ten percent (10%)** ~~one hundred percent (100%)~~ of the Gross Sum Bid as security for the faithful performance of the Contract.
3. A bid bond shall be submitted in the form prescribed by the Authority, a copy of which is included in the Contract Documents, and shall be issued by a corporate surety in good standing and licensed to do business in the State of New York. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.
4. Deposits of certified or cashier's check by bidders, except of the apparent lowest and next to lowest bidders, will be returned within ten (10) days after the opening of the bids. The deposit of the apparent second lowest Bidder will be returned within five (5) days after the award of the contract. The deposit, if it consists of the certified or cashier's check, will be returned to the Contractor within five (5) days after the award of the Contract. All deposits will be returned without interest.
5. If indicated as being required by Paragraph A above, within thirty (30) days of bid opening, the apparent low Bidder must furnish a payment bond for labor and material in the amount equal to **ten percent (10%)** ~~one hundred percent (100%)~~ of the Gross Sum

BONDING REQUIREMENTS

Bid as security for the payment of all persons performing labor or furnishing material in connection with this Contract.

6. If indicated as being required by Paragraph A above, within thirty (30) days of bid opening, the apparent low Bidder must furnish an advance payment bond in the amount set forth, as security for advance payments made by the Authority to the Contractor prior to the performance of Work and/or delivery of goods as required by the Contract. In no event will the Authority make an advance payment until the advance payment bond has been posted, and accepted by the Authority.
 7. The bonds shall be furnished in the form and number required by the Authority and executed by the Bidder/Contractor and by a surety in good standing and licensed to write "Fidelity and Surety Insurance" in the State of New York and approved by the Authority, and shall be effective from the Notice of Award to the date of final completion of this Contract (Approved sureties are those listed in the latest revision of U.S. Department of the Treasury Circular 570. In addition, a bond will not be acceptable unless it's within the "Underwriting Limitations" specified for the surety in such Circular 570). The execution of the bonds must be duly proved before delivery of bonds in the form essential to entitle a deed to be recorded in the State of New York, and full affidavits of justification of the surety must be added. The form for the bonds is attached to this Schedule.
 8. Each executed bond should be accompanied by:
 - a. appropriate acknowledgements of the respective parties;
 - b. in the event the Bidder/Contractor is a corporation, a certified copy of the by-law or resolution authorizing an Officer to sign the bond if said officer is other than the President or a Vice-President unless same has previously been furnished to the Authority;
 - c. in the event the Bidder/Contractor is a partnership or joint venture, a duly certified extract of the partnership or joint venture agreement or other certificate of authority authorizing the signer of the bond as a representative of the partnership or joint venture, unless same has previously been furnished to the Authority;
 - d. appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Surety;
 - e. a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and
 - f. duly certified copy of latest published financial statement of assets and liabilities of Surety.
- C. In case a surety shall become insolvent or unable in the opinion of the Authority to pay promptly the amount of his potential liability under any of the aforementioned bonds, the Contractor, within ten (10) days after notice by the Authority, shall substitute another surety meeting the requirements of Paragraph B. If the Contractor fails to do so, the Authority may deem such

BONDING REQUIREMENTS

failure as an Event of Default in accordance with the **CONTRACT TERMS AND CONDITIONS** and/or **GENERAL CONTRACT PROVISIONS**, as applicable.

- D.** In lieu of defaulting the Contractor under Paragraph C above, the Authority may, in addition to any rights granted in the **CONTRACT TERMS AND CONDITIONS** or **GENERAL CONTRACT PROVISIONS**, as applicable, allow the Contractor to continue the Work, in which event the Authority may deduct from any monies then due or which thereafter may come due to the Contractor the amount for which the surety shall be held and bound upon the said bond. The monies so deducted may be held by the Authority as collateral security for the performance of the conditions of the bonds and such monies shall in such case be deemed to have been paid to the Contractor under this Contract.

BID BOND

CONTRACT: SSE# 198354

KNOW ALL PERSONS BY THESE PRESENTS, that _____,
of _____
(hereinafter called the "Bidder") and _____

(hereinafter called the "Surety") are held and firmly bound unto the New York City Transit Authority
(hereinafter called the "Authority"), in the sum of
_____ dollars
(\$ _____), lawful money of the United States of America, to be paid
to the Authority for which payment well and truly to be made, the Bidder and the Surety do hereby bind
themselves jointly and severally and their, and each of their executors, administrators, successors and
assigns firmly by these presents.

* Insert Bidders name. If a corporation, give the State of incorporation, also using the phrase "a corporation organized under the laws of _____." If a partnership, give full names of partners, also using the phrase, "co-partners, doing business under the firm name of _____." If a joint venture, give the name of the joint venture or the names of the joint venturers, also using the phrase "a joint venture formed under the laws of _____." If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."

FORM OF BID BOND

WHEREAS, the Bidder is about to submit or has submitted to the Authority the accompanying Bid hereby made a part hereof, to enter into a contract known as Contract _____, annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Bidder shall perform all its obligations created by the submission of said Bid as provided in the Information for Bidders hereby made a part hereof; or if the Authority shall reject the aforesaid Bid for a reason other than the Bidder's "default regarding a Bid" as set forth in the Information for Bidders, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following additional conditions and limitations:

- (a) In the event that the Bidder "defaults regarding a Bid," the undersigned will upon demand pay to the Authority as damages in accordance with the provisions of the Information for Bidders.
- (b) It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety for value received hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the Authority will receive or open bids, or by any extensions of the time within which the Authority may accept the Bid, or by any waiver by the Authority of any of the requirements contained in the Information for Bidders or the Form of Bid; and the Surety hereby waives notice of any such postponements, extensions, or waivers.

FORM OF BID BOND

IN WITNESS WHEREOF, the Bidder and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the _____ day of _____, 20__.

(Seal)

Bidder's Name

By _____
Bidder's Authorized Signature*

Print Name

Title

Attest: _____
Secretary

(Seal)

By _____
Surety's Name

Surety's Authorized Signature

Print Name

* If the Bidder is a partnership, the bond should be signed by one of the partners in the firm name.

If the Bidder is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

If the Bidder is a joint venture, the bond should be signed by an individual duly authorized by the parties of the joint venture to act for the joint venture.

The number of original bonds to be executed should correspond with the number of originals of the Contract to be executed.

ACKNOWLEDGMENT FOR BIDDER

STATE OF _____)
) SS.:
COUNTY OF _____)

On this ____ day of _____ 20__, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides at _____, in the City of _____, in the County of _____, in the State of _____; and further that s/he:

[Mark an X in the appropriate box and complete the accompanying statement.]

- checkbox (If an individual): executed the foregoing instrument in her/his name and on her/his own behalf.
checkbox (If a corporation): is the _____ of _____, the corporation in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
checkbox (If a partnership): is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership s/he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
checkbox (If a limited liability company): is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

FORM OF PERFORMANCE BOND

PERFORMANCE BOND

CONTRACT: SSE# 198354

KNOW ALL PERSONS BY THESE PRESENTS, that*
_____ , of

_____ (hereinafter called the "Contractor") and _____

_____ (hereinafter called the "Surety"), are held and firmly bound unto the New York City Transit Authority, (hereinafter called the "Authority"), in the sum of _____ dollars

(\$ _____), lawful money of the United States of America, to be paid to the Authority, for which payment well and truly to be made, the Contractor and the Surety do hereby bind themselves jointly and severally and their, and each of their executors, administrators, successors and assigns firmly by these presents.

* Insert Contractor's name. If a corporation, give the State of incorporation, also using the phrase "a corporation organized under the laws of _____." If a partnership, give full names of partners, also using the phrase, "co-partners, doing business under the firm name of _____." If a joint venture, give the name of the joint venture or the names of the joint venturers, also using the phrase "a joint venture formed under the laws of _____." If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."

FORM OF PERFORMANCE BOND

WHEREAS, the Contractor is seeking to enter, or has entered, into a contract known as Contract _____, a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full:

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor, its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the Authority from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the Authority for all outlay and expense which the Authority may incur in making good any such default, and shall protect the Authority against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against the Authority or their officer or agents or which the Authority may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor, or its agents or servants, or the infringement of any patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Authority, to fully perform and complete the Project to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Contractor fails or neglects to so fully perform and complete such Project. The Surety further agrees to commence such work of completion within twenty (20) days after written notice thereof from the Authority and to complete such Project within such time as the Authority may fix.

The Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the Project to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of the Project to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Contractor.

FORM OF PERFORMANCE BOND

IN WITNESS WHEREOF, the Contractor and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this ____ day of _____, 20__.

(Seal)

Contractor's Name

By _____
Contractor's Authorized Signature*

Print Name

Title

Attest: _____
Secretary

(Seal)

By _____
Surety's Name

Surety's Authorized Signature

Print Name

* If the Contractor is a partnership, the bond should be signed by one of the partners in the firm name.

If the Contractor is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

If the Contractor is a joint venture, the bond should be signed by an individual duly authorized by the parties of the joint venture to act for the joint venture.

The number of original bonds to be executed should correspond with the number of originals of the Contract to be executed.

**FORM OF PERFORMANCE BOND
ACKNOWLEDGMENT FOR CONTRACTOR**

STATE OF _____)
) SS.:
 COUNTY OF _____)

On this ____ day of _____ 20__, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides at _____, in the City of _____, in the County of _____, in the State of _____; and further that s/he:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual):* executed the foregoing instrument in her/his name and on her/his own behalf.

- (If a corporation):* is the _____ of _____, the corporation in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

- (If a partnership):* is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership s/he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

- (If a limited liability company):* is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

PAYMENT BOND

CONTRACT: SSE# 198354

KNOW ALL PERSONS BY THESE PRESENTS, that _____, of _____,

(hereinafter called the "Contractor") and _____

(hereinafter called the "Surety"), are held and firmly bound unto the New York City Transit Authority, (hereinafter called the "Authority"), in the sum of _____

dollars (\$ _____), lawful money of the United States of America, to be paid to the Authority,

for which payment well and truly to be made, the Contractor and the Surety do hereby bind themselves jointly and severally and their, and each of their executors, administrators, successors and assigns firmly by these presents.

* Insert Contractor's name. If a corporation, give the State of incorporation, also using the phrase "a corporation organized under the laws of _____." If a partnership, give full names of partners, also using the phrase, "co-partners, doing business under the firm name of _____." If a joint venture, give the name of the joint venture or the names of the joint venturers, also using the phrase "a joint venture formed under the laws of _____." If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."

FORM OF PAYMENT BOND

WHEREAS, the Contractor is seeking to enter, or has entered, into a contract known as Contract _____, a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full:

NOW, THEREFORE, the conditions of this obligation are such that if the Contractor, its representatives or assigns and other subcontractors to who work under this Contract is sublet and his/her or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

- (a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Project under said Contract, and any amendment or extension thereof or addition thereto, whether such persons are agents, servants or employees of the Contractor or of any such subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Contractor or subcontractors, or his/her or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the Project; and
- (b) Materials and supplies (whether incorporated in the permanent structure or not), as well as vehicles, fuels, oils, implements or machinery furnished, used or consumed by said Contractor or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Project under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void; otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

- (a) The Contractor and Surety agree that this bond shall be for the benefit of any material person or laborer having a just claim, as well as the Authority itself.
- (b) All persons who have performed labor, rendered services or furnished materials and supplies as aforesaid, shall have a direct right to action against the Contractor and its successors and assigns, and the Surety herein, or against either or both of any of them and their successors and assigns. Such person may sue in his/her own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other person as party plaintiff.
- (c) The Contractor and Surety agree that neither of them will hold the Authority liable for any judgment for costs or otherwise, obtained by either the Contractor or Surety or both of them

FORM OF PAYMENT BOND

against a laborer or materialperson in a suit brought by either a laborer or materialperson under this bond for monies allegedly due for performing work or furnishing material.

- (d) The Surety or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workers' Compensation Law.
- (e) In no event shall the Surety, or its successor or assigns, be liable for a greater sum than the amount of its bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two (2) years after the complete performance of said Contract and final settlement thereof.

The Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the Authority to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which the Contractor or Surety or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, materialpersons and third persons, for work, labor, services, supplies or material performed, rendered, or furnished as aforesaid upon the ground that there is no law authorizing the Authority to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety, and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any work to be performed or any monies due or to become due thereunder and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulate and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Contractor.

FORM OF PAYMENT BOND

IN WITNESS WHEREOF, the Contractor and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, 20__.

(Seal)

Contractor's Name

By _____
Contractor's Authorized Signature*

Print Name

Title

Attest: _____
Secretary

(Seal)

By _____
Surety's Name

Surety's Authorized Signature

Print Name

* If the Contractor is a partnership, the bond should be signed by one of the partners in the firm name.

If the Contractor is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

If the Contractor is a joint venture, the bond should be signed by an individual duly authorized by the parties of the joint venture to act for the joint venture.

The number of original bonds to be executed should correspond with the number of originals of the Contract to be executed.

FORM OF PAYMENT BOND

ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF _____)
) SS.:
COUNTY OF _____)

On this _____ day of _____ 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides at _____, in the City of _____, in the County of _____, in the State of _____; and further that s/he:

[Mark an X in the appropriate box and complete the accompanying statement.]

(If an individual): executed the foregoing instrument in her/his name and on her/his own behalf.

(If a corporation): is the _____ of _____, the corporation in said instrument; that, by authority of the Board of Directors of said corporation, s/he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership s/he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, s/he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

FORM OF ADVANCE PAYMENT BOND

ATTACHMENT 'B'

SSE# 198354 - PRICE SCHEDULE - ADDENDUM No. 3
Concrete Breaking Machine Equipment Rental

I. Weekday Rate**

Line	Description	Estimated Time or Quantity for 3 years*	Unit Price	Extended Price
1	Rental of Concrete Breaker with Hammer attachment, all ancillary parts, and an Operating Engineer	640 hours		
2	Rental of Generator	640 hours		
3	Transportation of Concrete Breaker	300 roundtrips		
4	Transportation of Generator	80 roundtrips		
SUBTOTAL (lines 1-4)				

II. Weeknight, Weekend and Holiday Rate***

Line	Description	Estimated Time or Quantity for 3 years*	Unit Price	Extended Price
5	Rental of Concrete Breaker with Hammer attachment, all ancillary parts, and an Operating Engineer	6440 hours		
6	Rental of Generator	6440 hours		
7	Transportation of Concrete Breaker	70 roundtrips		
8	Transportation of Generator	300 roundtrips		
SUBTOTAL (lines 5-8)				

III. Overtime Weekday Rates

Line	Description	Estimated Time or Quantity for 3 years*	Unit Price	Extended Price
9	Rental of Concrete Breaker with Hammer attachment, all ancillary parts, and an Operating Engineer	240 hours		
10	Rental of Generator	240 hours		
SUBTOTAL (lines 9-10)				

IV. Overtime Weeknight, Saturday, Sunday and Holiday Rates

Line	Description	Estimated Time or Quantity for 3 years*	Unit Price (per shift)	Extended Price
11	Rental of Concrete Breaker with Hammer attachment, all ancillary parts, and an Operating Engineer	560 hours		
12	Rental of Generator	560 hours		
SUBTOTAL (lines 11-12):				

*IMPORTANT NOTICE: The estimated quantities are for bid evaluation purposes only. They are the approximate quantities of such items for the Work as estimated by the Authority, and are not in any way guaranteed or represented as correct or intended to be relied upon and they shall not be taken as final and shall form no basis for any claims for damages including, but not limited to anticipated profits in ease they do not correspond with the final quantities actually ordered. The Authority reserves the right to increase/decrease those amounts at its discretion.

**Weekday Rate shall apply to all equipment rentals and services supplied Monday-Friday, 8:00AM – 4:00PM (Excluding Authority Observed Holidays).

***Weeknight, Weekend and Holiday Rate shall apply to all equipment rentals and services supplied Monday-Friday, 4:00PM-Midnight, Midnight-8:00AM and Saturday, Sunday and Holidays – All Day and Night.

****This is a public work contract and is subject to prevailing wage requirements.

The most current Prevailing Wage schedule can be found at: <http://www.comptroller.nyc.gov>

V. Parts Installation and Replacement

Line	Description	Estimated Quantity	Unit Price	Extended Price
13	Power cable installation, when requested by the Project Manager, in accordance with the Scope of Work	200 hours	per hour	
14	Power cable replacement, per foot of cable length, in accordance with the Scope of Work	1000 feet	per foot	
15	Replacement Caterpillar type treads (See Specific Contract Provisions, Article 120)	2	Each	
SUBTOTAL: (lines 13-15)				

VI. Pick Up and Delivery Costs

16	24-Hour Early Delivery or Late Return of Equipment	30 Days	per day	
Grand Total (lines 1-16):				

***IMPORTANT NOTICE:** The estimated quantities are for bid evaluation purposes only. They are the approximate quantities of such items for the Work as estimated by the Authority, and are not in any way guaranteed or represented as correct or intended to be relied upon and they shall not be taken as final and shall form no basis for any claims for damages including, but not limited to anticipated profits in case they do not correspond with the final quantities actually ordered. The Authority reserves the right to increase/decrease those amounts at its discretion.

****Weekday Rate** shall apply to all equipment rentals and services supplied Monday-Friday, 8:00AM – 4:00PM (Excluding Authority Observed Holidays).

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******This is a public work contract and is subject to prevailing wage requirements.**

The most current Prevailing Wage schedule can be found at: <http://www.comptroller.nyc.gov>

Grand Total Figure in Writing: _____ **Dollars**

and _____ **Cents**

Signature/Title of Signatory

Date

MTA - NEW YORK CITY TRANSIT

**2 BROADWAY
NEW YORK, NY 10004**

DIVISION OF MATERIEL

web.mta.info/nyct/procure/nyctproc.htm

Vreplies@nyct.com

0000198354

NOTICE

-OF-

ADDENDUM

ADDENDUM # 2

BID OPENING/DUE DATE: 6/13/18



June 1, 2018

ADDENDUM No. 2
CONTRACT # SSE 198354
Three (3) Year Contract for Rental of a Concrete Breaker with
Hammer Attachment and Operating Engineer

All prospective bidders are advised of the following:

1. **Schedule H – Executive Order No. 177 Certification Addressing Institutional Policies and Practices Pertaining to Discrimination and Harassment – has been added to the Contract documents and must be submitted with the Bid submission.**

Reminder: Be sure to attach this addendum to your proposal or acknowledge it in the place provided in the Bid. Failure to do so may result in rejection of your bid.

If you have any questions, please contact Nicole Gubelli at (646) 252-6027 or via email at Nicole.Gubelli@nyct.com.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Rice".

Teresa McLoughlin Rice
Senior Director

NEW YORK CITY TRANSIT AUTHORITY

Division of Materiel

Schedule H

EXECUTIVE ORDER NO. 177 CERTIFICATION ADDRESSING INSTITUTIONAL POLICIES AND PRACTICES PERTAINING TO DISCRIMINATION AND HARASSMENT

****Schedule H should be submitted with the Bid or Proposal and must be submitted prior to Contract award.****

Contract No: SSE# 198354
Description: Three (3) Year Contract for Rental of a Concrete Breaker with Hammer Attachment and Operating Engineer

In accordance with Executive Order No. 177, the Authority requires that all Bidders, Proposers, Contractors and Consultants make the following Certification prior to the award of any Contract or Contract extension.

CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder/Proposer/Contractor/Consultant hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this Certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Full Legal Name of Certifying Entity: _____

Name of Person Executing Certification: _____

Title of Person Executing Certification: _____

Date: _____, 20__

MTA - NEW YORK CITY TRANSIT

2 BROADWAY

NEW YORK, NY 10004

DIVISION OF MATERIEL

web.mta.info/nyct/procure/nyctproc.htm

Vreplies@nyct.com

0000198354

NOTICE

-OF-

ADDENDUM

ADDENDUM # 1

BID OPENING/DUE DATE: 06/13/2018



May 29, 2018

ADDENDUM No. 1
CONTRACT # SSE 198354
Three (3) Year Contract for Rental of a Concrete Breaker with
Hammer Attachment and Operating Engineer

All prospective bidders are advised of the following:

1. **The Pre-Bid Conference has been revised and will take place on Monday, June 4th, 2018 at 1:00pm, 2 Broadway, New York, NY 10004, 19th Floor, Room C19.06.**

Reminder: Be sure to attach this addendum to your proposal or acknowledge it in the place provided in the Bid. Failure to do so may result in rejection of your bid.

If you have any questions, please contact Nicole Gubelli at (646) 252-6027 or via email at Nicole.Gubelli@nyct.com.

Sincerely,

A handwritten signature in black ink, appearing to read "T. McLoughlin Rice".

Teresa McLoughlin Rice
Senior Director