

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

1/10/2014

ADDENDUM # 1

To prospective Bidder(s) on Bid # 36073 for Preventative Maintenance, Inspection, Cleaning, Testing, Calibration and Repair of Electrical Equipment at the Chiller and Refrigeration Plant at Newark Liberty International Airport

Due back on 1/14/2014, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

Part V, Specifications, page 6, after the last paragraph **insert** the following:

7. Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its engineers, electricians, mechanics and workmen (who are employed by him/her to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, for work being performed in the State of New Jersey, Contractors and Subcontractors are directed to utilize the State of New Jersey, Department of Labor and Workforce Development prevailing wage levels established pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) for workers engaged in public works projects in Hudson County. The applicable prevailing wage rates shall be those which are in effect for the locality and for the period of time in which the work is to be performed. Current prevailing wage rates may be downloaded at: http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

The provisions of this clause are inserted in this Contract for the benefit of such engineers, electricians, mechanics and workmen as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such engineers, electricians, mechanics and workmen less than the rates of wages and supplements above described, such engineers, electricians, mechanics or workmen shall

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have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he/she is entitled under this clause.

If such engineers, electricians, mechanics and workmen are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such engineers, electricians, mechanics and workmen shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any engineers, electricians, mechanics or workmen to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain engineers, electricians, mechanics and workmen for the minimum hereinbefore described.

The Contractor's or Subcontractor's failure to comply with any provision of this numbered clause may be deemed a substantial breach of this Contract.

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions that have been submitted by Bidders to the Port Authority. It addresses only those questions that the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any question asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representation, warranty or guarantee that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise of the Port Authority, its Commissioners, officers, agents, representatives or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #1	In the instructions under “Union Jurisdiction”, it says that we need “to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder”. Do you have any further instruction on how to go about doing it?
Answer #1	No.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ
KATHY LESLIE WHELAN
ASSISTANT DIRECTOR
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO EMILY BAXTER, WHO CAN BE REACHED AT (201) 395-3421 or at ebaxter@panynj.gov.