

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FL.
NEW YORK, NY 10007**

2/10/2016

ADDENDUM # 2

To prospective Bidder(s) on Bid # 45020 for Porter and Handyperson Services Via Work Order at Various Port Authority Facilities in New York-Two Year Contract

Due back on 2/18/2016, no later than 11:00AM

I. CHANGES/MODIFICATIONS

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

Part III- “Contract Specific Terms and Conditions”, page 7, paragraph 6, entitled “Insurance Procured by the Contractor”, is hereby deleted in its entirety and replaced with “Insurance Procured by the Contractor” dated 2/10/16.

Part V-“Specifications”, page 14, Attachment A, entitled List of Port Authority Facilities is hereby deleted in its entirety and replaced with the attached revised version dated 2/10/16.

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
SELENE ORTEGA, MANAGER
COMMODITIES AND SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
STEVEN JOSEPH, WHO CAN BE REACHED AT (212) 435-4658 OR AT
STJOSEPH@PANYNJ.GOV.

Insurance Procured by the Contractor-Revised 2/10/16

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 5 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 5 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey and its related entities, Silverstein Properties, Inc., 4 World Trade Center LLC, World Trade Center Properties LLC, 4 WTC Holdings LLC, Larry A. Silverstein, World Trade Center Holdco. LLC, 4 WTC Mezz LLC., Silverstein 2/3/4 WTC Redevelopment LLC, WTC Redevelopment LLC, WTC Redevelopment LLC, Net Lessees 'Association of the World Trade Center', WTC Management and Development LLC, Silverstein WTC Mgmt.Co. LLC, Silverstein WTC Mgmt. Co II LLC, WTC Investors LLC., Silverstein WTC LLC., WTC Investors Management and Development LLC., Mort Silver, NW 100 Broadway Property Owner, LLC, Abacus Federal Savings Bank, Trinity Center, LLC, Craven Management Corp., The City of New York, New York Economic Development Corp., The State of New York, The New York State Department of Transportation, AFCO AvPorts Management LLC. and their successors and assigns as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of

the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

Also, the insurance policies and their certificate of insurance must contain the following waiver of subrogation in favor of all the additional insured entities stipulated in this document. To the extent permitted by law, Contractor and their subcontractors hereby waives all rights of subrogation against the additional insureds listed above and their affiliates, subsidiaries, their successors, assigns, officers, employees and agents, for any and all liability, including but not limited to, actions or claims resulting from personal injury, property damage, or loss of any kind, sustained by the Contractor and its subcontractors during the performance of work or services under the Agreement.

The Contractor shall also take out, maintain, and pay premiums on **Workers' Compensation Insurance** in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

In addition, the policy (ies) and its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the landlords ad their representatives. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority and to the landlords at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority or to the landlords, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **CITS#4890Na**

Attachment A List of Port Authority Facilities

NEW YORK FACILITIES		
4 World Trade Center, New York, NY		Port Authority Bus Terminal 625 8 th Avenue New York, NY 10018
233 Park Avenue South New York, NY 10003		JFK International Airport Various Buildings Jamaica, NY 11430
620-630 West 30 th Street New York, NY		Bathgate Industrial Park 1701 Bathgate Avenue Bronx, NY 10457
LaGuardia Airport Various Buildings Flushing, NY 11371		The Teleport One Teleport Drive Staten Island, NY 10311
NY Marine Terminals 90 Columbia Street Brooklyn, NY 11201		Port Ivory/Howland Hook 40 Western Avenue Staten Island, NY 10303
Goethal's Bridge Building 2777 Goethal's Rd. N Staten Island, NY 10303		115 Broadway Various Floors New York, NY 10006
Bayonne Bridge 70 Trantor Place Staten Island, NY 10303		WTC Police Command 4 Vesey Street New York, NY 10048
Outerbridge Crossing 101 Boscombe Avenue Staten Island, NY 10303		*Stewart International Airport 1180 First Street New Windsor, NY 12553
116 Nassau Street 2nd Floor New York, NY 10006		George Washington Bridge Bus Station 4211 Broadway New York, NY 10033
100 Broadway New York, NY		160 Broadway New York, NY
<p>The Port Authority, at its discretion, may add, delete, or modify locations and/or facilities in New York and New Jersey within the Port District, which encompasses an approximate 25- mile radius from the Statue of Liberty. The Contractor will be advised by the Port Authority, and is subject to changes by the Port Authority.</p> <p>Stewart International Airport is included as a New York City Facility although it is out of the approximately 25-mile radius from the Statue of Liberty as state in the above paragraph.</p>		