

THE PORT AUTHORITY OF NY & NJ

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

07/12/2018

ADDENDUM # 3

To prospective Bidder(s) on Bid # **53585**

TITLE INSPECTION, MAINTENANCE AND REPAIR OF BRIDGE AND JIB CRANES, CRANES WITH SHAWBOX HOISTS, TURNTABLE, MONORAIL SYSTEM AND SLINGS SERVICE CONTRACT AT PATH'S HARRISON CAR MAINTENANCE FACILITY (HCMF) AND THE CONSOLIDATED SHOP AND EXCHANGE PLACE, JERSEY CITY, NEW JERSEY

Originally Due back on 7/18/2018, no later than 11:00 AM

NOTE: Questions must be received no later than July 10, 2018 by 4:00 pm. Answers will be issued by addendum to be posted on the Port Authority website.

I. CHANGES / MODIFICATIONS.

A) PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS, PARAGRAPH: 11. SPECIFIC BIDDERS' s PREREQUISITES. PAGES -3 AND -4.

DELETE ITEM "e" in its entirety without replacement.

DELETE ITEM "f" in its entirety without replacement.

B) PART III-CONTRACT SPECIFIC TERMS AND CONDITIONS.

PARAGRAPH 6. Entitled "Insurance", P ages 6,7,8,9, and 10.

DELETE THIS PARAGRAPH IN ITS ENTIRETY.

AND THEN INSERT THE ATTACHED REPLACEMENT Entitled "Insurance Provided by the Contractor-Revised CITS#5526N, Dated 7.10.18 (Pages 1,2,3and 4).

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, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions 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 representations, warranties or guarantees 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 therefore 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 therefore in any manner whatsoever.

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

Question #3	Question in reference to Addendum #2, my broker is try to confirm. You are requesting your NJ Workers Compensation policy to include a Waiver of Subrogation, but you can't get the Waiver of Subrogation on NJ Workers' Compensation Policies. My broker stated it's impossible. “
Answer # 3	<p>Bidders attention are called to “Insurance Procured by the Contractor- Revised CITS#5526N, Dated 7.10.18, as issued in Addendum #2. See page 2/4, the ninth dash sentence: “All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds:”</p> <p>Bidders are to review the appropriate insurance section carefully</p>

THE PORT AUTHORITY OF NY & NJ
 SELENE ORTEGA, MANAGER
 COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LARRY WAXMAN, WHO CAN BE REACHED AT (212) 435-4639 OR AT LWAXMAN@PANYNJ.GOV BID #53585

Insurance Procured by the Contractor- Revised CITS #5526N, DATED 7.10.18

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract including but not limited to premise-operations, products and completed operations and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract, with insurance covering against claims for injuries to persons or damages to property which may arise from or in connection with **products and materials** supplied to the Agency, 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 any autos in the following minimum limits:

Commercial General Liability Insurance - \$ 1 million combined single limit per occurrence for bodily injury and property damage liability, with a \$2 million annual general aggregate.

Excess/Umbrella Liability Insurance - \$ 9 million per occurrence and in the Annual aggregate and shall be no less than a follow form of General Liability, Auto Liability and Employers Liability.

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

If Applicable, Professional Liability - Errors and Omissions - \$5 million per claim and in the annual aggregate, covering negligent acts, errors, mistakes, and omissions in rendering or failing to render professional services required by this contract arising out of the work or services performed by Contractor and subcontractors, or any person employed by Contractor and subcontractors. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

Workers' Compensation Insurance - The Contractor and its subcontractor(s) shall also take out, maintain, and pay premiums on in accordance with the requirements of law in the state(s) where work will take place, Workers' Compensation and Employer's Liability Insurance with limits of not less than \$1 million per each accident and including a waiver of subrogation in the benefit of The Port Authority of NY & NJ and PATH.

The insurance shall be written on an occurrence basis, as distinguished from a "claims made" basis, and shall not include any exclusions for "action over claims" (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

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Substation- Revised Requirements as of 7.10.18

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor's Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance; with a 5 years extended period
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Coverage for work within 50 feet of railroad
- Excess/umbrella policies shall "follow form" to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains "Other Insurance" language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.
- In the event the Consultant(s) and/or its subconsultant(s) obtains and/or maintains broader coverage and/or insurance in an amount greater than the minimum limits required under this Agreement, then the full limits of that insurance coverage will be available to respond to any claims asserted against the additional insureds that arises out of or is in any way connected with this Agreement
- All policies shall be primary and non-contributory

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name **The Port Authority of New York and New Jersey, Port Authority Trans-Hudson, Inc., and all its related entities, that from time to time contractor will be required to add, as well as their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns** as Insured (as defined in the policy or in an additional insured endorsement amending the policy's "Who is An Insured" language as the particular policy may provide). The "Insured" shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor is responsible for all deductibles or losses not covered by commercially procured insurance.

Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as "Insurance Procured by the Contractor".

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled "Insurance Procured by the Contractor" shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor's responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors' certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors' work, and upon completion of the Contract.

The Contractor, its subcontractors, and its insurers 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.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

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

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority 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), including, but not limited to, the cancellation notice endorsement and stating the contract number prior to the

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Substation- Revised Requirements as of 7.10.18

3/19

start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance 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 Finance, 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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Any self-insured retention shall cover any liability imposed upon the Consultant(s) and any and all subsidiaries with respect to all operations and obligations assumed by the Consultant(s) and any and all subsidiaries. The consultant represents that such program provides the Insureds (as defined in the Agreement) with all rights, immunities and protections that would be provided by traditional independent insurance required under the Agreement, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Agreement.

Renewal certificates of insurance or policies shall be delivered to the Port Authority Facility Contractor Administrator, and upon request from the additional insureds, their successors or assigns 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, the Contractor shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract. [CITS #5526N]