

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
TWO MONTGOMERY STREET - 1st FLOOR
JERSEY CITY, NJ 07302**

February 2, 2018

ADDENDUM NO. 3

TO PROSPECTIVE BIDDERS ON CONTRACT **JFK-184.010** – JOHN F. KENNEDY INTERNATIONAL AIRPORT – REPLACEMENT OF AIRPORT TRAFFIC CONTROL TOWER ROOFS, RELATED EQUIPMENT AND CURTAIN WALL REMEDIATION

The following changes are hereby made in the Contract Documents for the subject Contract.

This communication should be physically annexed to back cover of the book and initialled by each bidder before submitting his bid.

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

CHANGES IN THE CONTRACT BOOKLET

Page 278 - Immediately following this page, insert new pages 278A through 278C (3 pages) which are attached hereto and made a part hereof.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

James Starace, P.E.
Chief Engineer/Director

INITIALLED BY THE BIDDER:

SECTION 08441

FAÇADE WEATHERSEAL RESTORATION AND UPGRADE

APPENDIX "B"

ENTITY PERFORMING THE WORK'S GUARANTEE

- A. The Entity Performing the Work hereby agrees to the following for the requirement of the Authority:
1. The Entity Performing the Work assumes the obligation of making all repairs or replacements required to remedy any defects occurring in the installation of the façade weatherseal system, including the silicone rubber tape and molded silicone rubber corner patches furnished and installed under Contract JFK-184.010: John F. Kennedy International Airport - Replacement of Airport Traffic Control Tower Roofs, Related Equipment and Curtain Wall Remediation, ("Contract" or "subject Contract"), (including damage to the façade weatherseal system caused by the elements and damage due to ordinary wear and tear on the façade weatherseal system) occurring during the period either within five (5) years from the date of the issuance of a Certificate of Final Completion for the subject Contract.
 2. Defective Work is defined to include but not be limited to:
 - a) Penetration of water through the building enclosure system including the exterior curtain wall and parapet
 - b) Structural failure of components resulting from forces within specified limits
 - c) Tearing or disbonding of silicone tape
 - d) Adhesive or cohesive failure of sealants and adhesives
 - e) Crazeing on surface of non-structural sealant
 - f) Non-structural sealant hardening beyond Shore A durometer 50 or softening below 20
 - g) Failure to fulfil other specified performance requirementsAfter such inspection the Contractor shall perform all repairs required, to the satisfaction of the Engineer.
 3. All repairs required hereunder shall be made promptly, including those repairs requiring removal and replacement of defective portions of the façade weatherseal system, and all repairs shall be performed in full compliance with all the appropriate provisions of the Specifications for the subject Contract, and to the satisfaction of the Engineer.

4. For repairs or replacement of portions thereof required under this Guarantee which the Entity Performing the Work demonstrates, to the full and complete satisfaction of the Engineer, are necessitated by damage which has resulted from structural failures, settling, shifting, distortions, splitting or cracking of substrate, where the Entity Performing the Work has not furnished and installed the underlying construction responsible for the defect, or where there has been erection or construction after issuance of the Certificate of Final Completion by others, the Entity Performing the Work will be reimbursed by the Authority for repairs requested to the satisfaction of the Engineer at a Net Cost Basis as provided in item D. All other obligations of the Entity Performing the Work under this guarantee shall be discharged without expense to the Authority.
 5. The Entity Performing the Work shall be responsible for damage to the building and furnishings occasioned by defective materials or Workmanship or damage as part of repairs to the wall at no additional cost to the Authority.
 6. In addition to the Guarantee by the Entity Performing the Work described herein, and not in limitation thereof, the Entity Performing the Work agrees, for the benefit of the Authority, to procure at his own expense from the manufacturer of the approved silicone sealants and adhesive the Manufacturer's Guarantee set forth by Dow Corning. A copy of the Manufacturer's Guarantee shall be furnished to the Engineer before, and as a condition precedent to, the issuance of the Certificate of Final Completion.
- B. This Entity Performing the Work's Guarantee and the above-mentioned Manufacturer's Guarantee shall not be a limitation on any rights which the Authority would have, whether expressed or implied and whether under the Contract, in equity, at law, or otherwise, such Guarantees being given only for the greater assurance of the Authority. The Authority shall have the option of requiring repairs and replacements to be performed either by the Entity Performing the Work pursuant to the subject Contract and this Entity Performing the Work's Guarantee or by the silicone tape, patching, sealants, and adhesive manufacturer pursuant to the Manufacturer's Guarantee, as the Engineer shall determine to be in the best interest of the Authority.
- C. Exclusions:
1. Damage from tornadoes, hurricanes and similar cyclonic storms whose sustained winds exceed 74.5 miles per hour, designated as such by the nearest United States Weather Bureau station.
 2. Damage from direct lightning strikes.
 3. Damage caused specifically by hail, as proven to the satisfaction of the Authority by the manufacturer.
 4. Damage caused by vandalism

D. Net Cost Work:

The Entity Performing the Work will be compensated for the Work specified as a Net Cost item in the Contract Documents. "Net Cost" will be computed in the same manner as is compensation for Extra Work, including any percentage addition to cost, as set forth in the clause of the Contract entitled "Compensation for Extra Work". Performance of such Net Cost Work will be subject to all provisions of the Contract relating to performance of Extra Work. Compensation for Net Cost Work will not be charged against the total amount of compensation authorized for Extra Work.

(Type or Print Name of the Entity Performing the Work)

By _____
(Signature of Officer Authorized
to Bind the Entity Performing the Work)

(Type or Print Name of Officer Authorized
to Bind the Entity Performing the Work)

(The Entity Performing the
the Work's Corporate Seal)

(Type or Print Date of Signature)

END OF APPENDIX "B"