

THE PORT AUTHORITY OF NY & NJ

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

5/28/2015

ADDENDUM # 2

To prospective Proposer(s) on RFP # 42396 for Development and Facilitation of Emergency Response Exercises, Operational Exercises Support and Development and Development and Facilitation of Regional Incident Management Training Courses.

Due back on 6/9/2015, no later than 2:00PM

Originally due on 5/29/2015, no later than 2:00PM

I. CHANGES/MODIFICATIONS

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

Delete:

ATTACHMENT B, PART I, CONTRACT SPECIFIC TERMS AND CONDITIONS

Section 7. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Port Authority Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

An increase in area or frequency does not constitute Extra Work, but shall be compensated based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

If the Contractor performs Extra Work which was approved by the Port Authority, the Contractor shall submit a separate invoice to the Port Authority. The invoice package shall contain at minimum the following:

- a) A description of the work performed
- b) The title and employee name who performed the work

- c) The unit price multiplied by the duration of time the work was performed
- d) The total amount due
- e) The date(s) the work was performed
- f) Company name
- g) Any supporting documentation (reports, records, receipts, etc.)

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the Labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work at cost to the Contractor; (4) if the Extra Work is performed by a subcontractor, a five percent (5%) markup of the sum of the amounts under (1) through (3) above in lieu of the (10%) due the contractor if the work were performed itself.

The Port Authority Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager at least twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work. The Contractor shall not commence any Extra Work or any work it considers Extra Work unless it receives written approval from the Port Authority Manager.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within seven (7) days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 24 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

and replace with

ATTACHMENT B, PART I, CONTRACT SPECIFIC TERMS AND CONDITIONS

Section 7. Extra Work

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An increase in area or frequency does not constitute Extra Work, but shall be compensated based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

If the Contractor performs Extra Work, which was approved by the Port Authority, the Contractor shall submit a separate invoice to the Port Authority. The invoice package shall contain at minimum the following:

- h) A description of the work performed
- i) The title and employee name who performed the work
- j) The unit price multiplied by the duration of time the work was performed
- k) The total amount due
- l) The date(s) the work was performed
- m) Company name
- n) Any supporting documentation (reports, records, receipts, etc.)

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. Lump Sum or Unit Price compensation must be agreed upon by the parties in writing prior to the start of Work.

The Port Authority Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also

apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

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The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within seven (7) days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within 24 hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

In case any Proposer fails to conform to these instructions, its Proposal 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 AND SERVICES ASSIGNMENTS

PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LESLEY BROWN, WHO CAN BE REACHED AT (212) 435-4648 or at lbrown@panynj.gov.