

February 28, 2014

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL CONCEPTUAL DESIGN AND RELATED ENVIRONMENTAL SERVICES FOR HOWLAND HOOK ROADWAY ACCESS IMPROVEMENTS (RFP #34649) - ADDENDUM #4

Dear Sir or Madam:

The Port Authority of New York and New Jersey hereby offers to amend the subject Request for Proposal (RFP), dated February 4, 2014, as follows:

1. RFP Letter:

On page 5, after subparagraph M., skip a line and insert: “N. Complete FHWA Requirement Forms included in Exhibit I on pages 28, 29, and 30.”

2. Agreement

On page 13, before paragraph 27 and after the sentence starting with “At the direction of the Authority...” skip a line and insert a new paragraph 27. as follows:

“27. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk or loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant’s agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers’ compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification."

Renumber subsequent paragraphs as required.

The following questions were received from RFP recipients. The questions and corresponding Authority answers are provided for your information and use, as appropriate:

1. *Will the existing Travis Spur Railroad bridge over I-278 be reconstructed as part of the GBR project?*

Response: Yes.

2. *Will the Travis Spur Railroad bridge be extended to accommodate the EB Ramp proposed in this RFP?*

Response: It is up to the Consultant to determine the alignment of the new interchange and any possible effects on the new bridge or any other portion of the rail right-of-way.

If you have any questions, please contact Ms. Mary Lou Rivera, Principal Contract Specialist, at mlrivera@panynj.gov.

Sincerely,

Tim Volonakis
Assistant Director
Procurement Department