

THE PORT AUTHORITY OF NY & NJ

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

Date: August 22, 2016

ADDENDUM #4

TO PROSPECTIVE BIDDER(S) ON BID #46621 – World Trade Center (WTC) Site Wide Hurricane Preparedness 2016

Bid Due Date 08/24/2016, no later than 11:00 AM

Originally due on 8/16/2016, no later than 11:00AM

I. BID SOLICITATION DOCUMENT

The following changes are hereby made to the solicitation document:

A. In Part IV, Page 7 entitled Cost Breakdown Sheet the line item for “All other permit / license fees” under Additional Services shall be deleted. Revised Part IV attached.

In Part IV, Page 5 entitled Pricing Sheet and Page 7 entitled Cost Breakdown Sheet delete the words “Additional (POC)” from the column entitled “Description”. Revised Part IV attached.

B. In Part V, Page 2, Section 1.a.v delete the words “The Contractor shall obtain and maintain at its sole expense, any permits and licenses as may be necessary or required to perform the work.” Revised Part V attached.

C. Insurance requirements are being provided via this Addendum #4. See Attachment D.

II. BIDDER’S QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by prospective Bidder(s). It should not be deemed to answer all questions that have been submitted by Bidder(s) 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 a question asked by a Bidder(s) 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 Agreement. 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 proposal, 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 directors, officers, agents, representatives or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder(s) required by this Proposal or Agreement and the Bidder(s) agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

<i>Question #1</i>	We have not found any information in the document relating to the requirements for various Insurance coverages. What are the required Limits of Liability? Is this an OCIP project?
<i>Answer #1</i>	See Attachment D
<i>Question #2</i>	Is insurance cost to be included in the various Labor rates?
<i>Answer #2</i>	Contractor is to determine how to allocate costs. No exceptions or additions should be made to the Bid price form.
<i>Question #3</i>	The diagrams in the appendices of the document have obviously been reduced from a larger size drawing. The diagrams are, for practical purpose, illegible (specifically Figure C-1, C-2, C-3, C-6, D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, E-1 and E-2). Will larger drawings be furnished pre-bid? Will larger drawings be furnished to the successful bidder?
<i>Answer #3</i>	Full size drawings will be provided to the successful Bidder.
<i>Question #4</i>	PART I, 3. Form and Submission of Bid says "...return one entire copy..." Does that mean one entire copy of the Cover Sheet and PART IV, or does it mean one entire copy of the 271 pages?
<i>Answer #4</i>	Bid Document contains all the submission requirements. Refer to Part 1, Page 3, Section 3-Form and submission of Bid.
<i>Question #5</i>	PART I, 8. Bidder's Questions says "...addressed to the Contract Specialist listed on the Cover Sheet of this document..." There is a "Buyer" listed but we do not find a titled Contract Specialist. Is Buyer OK?
<i>Answer #5</i>	Address all questions to: Thomas Lal Senior Contract Specialist Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007 T: (212) 435-5383 TLAL@PANYNJ.GOV
<i>Question #6</i>	PART III, 9. Payment, a) says "...on a monthly basis minus 10%..." We would expect the storm event to be over in less than a month, can this payment period be reduced?

Answer #6	No changes will be made to the Contract terms.
Question #7	PART IV, page 5 Pricing Sheet asks for rates per hour for Union tradesmen/trades women (Operator, Laborer, Carpenter, Painter). Union Work Rules have daily minimum hours worked and paid. The minimum is usually 8 hours per day. So the Rate / Hour column for these labor classifications should be Rate / Day rather than Rate / Hour.
Answer #7	Port Authority requires Contractors to adhere to terms specified in the Prevailing Wages Clause listed in Part V, Page 5, Section 3.
Question #8	<p>PART IV, page 6. at NOTE: 1. says “Hourly Rate” is an all-inclusive” and shall include, but not be limited to : labor (wages and benefits) supervision , administration, materials, supplies, and vehicle costs, including fuel, tolls, travel time, insurance, overhead and profit.” Some of these inclusions are indeterminate to be included in a “labor rate.”</p> <p>For example</p> <p>A. supervision; there is no way to know how many tradespersons will be employed at various Tiers at various times. So Supervision cost per labor hour (or per labor day) is indeterminate.</p> <p>B. administration; there is no way to know how many tradespersons will be employed at various Tiers at various times. So Administration cost per labor hour (or per labor day) is indeterminate</p> <p>C. materials; there is no way of knowing what character or quantity of materials will be required.</p> <p>D. supplies; there is no way of knowing what character or quantity of supplies will be required.</p> <p>E. insurance; Worker’s Compensation insurance premiums are based on the character and risk of the type of work being performed. Various types of work would cost a higher percentage of labor cost based on risk (Manual Rates) which is an unknown. Liability Insurance premiums likewise are based on the risk of the work being performed which is an unknown.</p>
Answer #8	Contractor is to determine how to allocate costs.
Question #9	PART IV, page 5 at Pricing Sheet and page 7 at Cost Breakdown Sheet the first Description is “Additional (POC) & PM for the Project.” “Why is it additional, additional to what?” What is (POC)?
Answer #9	See revised Part IV.

Question #10	PART IV, page 5 at Cost Breakdown Sheet the 3 columns of the table ask for Rate / Hour. For Union tradesmen/trades women (Operator, Laborer, Carpenter, Painter). Union Work Rules have daily minimum hours worked and paid. The minimum is usually 8 hours per day. So the Rate / Hour column for these labor classifications should be Rate / Day rather than Rate / Hour.
Answer #10	Port Authority requires Contractors to adhere to terms specified in the prevailing wages clause listed in Part V, Page 5, Section 3.
Question #11	PART IV, page 5 at Cost Breakdown Sheet the third Description is Equipment Operator. As you may be aware, the Operator rate is based on the type and size of the equipment being operated. So we could come up with a blended rate based on our presumptions of the type and sizes of equipment to be utilized. Would that be satisfactory
Answer #11	Hourly rates are to be determined by each bidder, adhering to all Contract requirements.
Question #12	Same for Carpenters and Painters, except there are only Foreman and Journeyman rates.
Answer #12	Hourly rates are to be determined by each bidder, adhering to all contract requirements.
Question #13	PART V, page 2, at v. says “The Contractor shall obtain and maintain at its sole expense permits and licenses...” However PART IV, page 5 at Cost Breakdown Sheet below the table the last line is for “All other permit/license fees” and asks for a ___% Admin fee above invoice total. Which clause is correct?
Answer #13	See revised Part IV and V.
Question #14	PART V page 4, h. Technical Protection Plan: “...The Contractor shall provide all labor, equipment, materials to construct the full barriers a means of recovery and/or disposal...” The reference to ‘materials’ causes us again to ask what will be the method of compensation for materials?
Answer #14	Materials to be provided by the Port Authority.
Question #15	A potential postponement of the bid date was discussed at today’s site walkthrough. Due to previously unanswered questions, and new questions to be submitted (below), please postpone the bid date a minimum of two (2) weeks.
Answer #15	There is no planned extension at this time.

Question #16	The use of equipment (ex. small Bobcat loader) was discussed at today's site walkthrough. It was implied that we, the contractor, would provide equipment as needed to complete the work. If this is the case, please identify the contract mechanism for how the contractor will be compensated for equipment use, including mobilization costs and down-time. If we are not to provide equipment, please clearly indicate as such.
Answer #16	Contractor is responsible to provide all equipment. Blue Book weekly/monthly (as applicable) rates will be utilized. Mobilization and owner approved downtime will be compensated on an hourly rate basis.
Question #17	Pumping of stormwater was discussed at today's site walkthrough. Please confirm that all pumping equipment, including hoses, will be furnished, installed, and maintained by others. Please additionally confirm that we are only to provide the labor to physically operate these pumps and handle the hoses.
Answer #17	Hurricane contractor shall install, provide, maintain pumping equipment, hoses and associated appurtenance as directed by the Port Authority.
Question #18	The use of protective equipment mats was discussed, specifically when equipment will be travelling on the site granite pavers. We have not found provisions or details for such mats in the contract documents, and as such have the following questions: a. Please provide specific details on these mats and all construction materials that the contractor will be responsible for purchasing b. Please identify the compensation mechanism for provision of such construction materials.
Answer #18	Based on each specific event, required details will be provided by the Port Authority.

This communication should be initialed by you and annexed to your response to the above-referenced Bid upon submission.

In case any Bidder fails to conform to these instructions, its submission will nevertheless be construed as though this communication had been so physically annexed and initialed.

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO THOMAS LAL, WHO CAN BE REACHED AT (212) 435-5383 or at TLAL@PANYNJ.GOV

THE PORT AUTHORITY OF NY & NJ

JOANN SPIRITO
PROCUREMENT MANAGER
FTA/WTC SITE PROJECTS

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

REVISION 1

**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET
AND PRICING SHEET(S), TABLE OF CONTENTS**

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PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN#_____

SIGNATURE_____ Date_____

Print Name and Title_____

Note: This offer shall be irrevocable for 90 days after the date on which the Port Authority opens this bid.

Signature of Person Signing Above

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___ day of _____, 20___, personally came before me, _____, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Notary Public

NOTE: If a joint venture is allowed, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto.

If certified by the Port Authority as a M/WBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably black ink, where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar items in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s).
- d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Estimated Total Delivered Contract Price, as required, based upon the applicable Unit Price inserted by the Bidder, which amount shall govern in all cases.
- e. The Total Estimated Not to Exceed Bid Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

Pricing Sheet

		Time Period	Estimated	
		Monday through Friday 7am-3pm	Number of Hours	
Position	Description	Rate / Hour		
1. Project Manager (PM)	PM for the Project	\$	192	\$
2. Supervisor	Directs Labor / Project Logistics	\$	168	\$
3. Operator	Equipment Operator	\$	1,440	\$
4. Laborer	Man-power in support of project	\$	1,068	\$
5. Carpenter	Safety Barriers / Framing / Etc	\$	240	\$
6. Painter	Safety markings / Aesthetics	\$	96	\$

TOTAL ESTIMATED NOT TO EXCEED BID PRICE:

\$ _____
(SUM OF 1+2+3+4+5+6)

NOTE:

1. **“Hourly Rate” is an “all-inclusive” and shall include, but not be limited to: labor (wages and benefits) supervision, administration, materials, supplies and vehicle costs, including fuel, tolls, travel time, insurance, overhead and profit.**
2. **Cost Breakdown Sheet below shall be completed and submitted with the Pricing Sheet.**
 - a. **Submit prices for administrative fee for additional services that may be required.**
 - b. **Submit prices for Hourly Rates for off hour/weekend and holiday rates.**

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE TOTAL ESTIMATED NOT TO EXCEED BID PRICE.

Cost Breakdown Sheet

The bidder should fill out the sheet below and insert each component of its cost comprising the “Hourly Rate” for off hour/weekend and holiday hours.

Position	Description	Time Period	Time Period	Time Period
		3PM - 11PM	11PM - 7AM	Sat/Sun/Hol
		Rate / Hour	Rate/Hour	Rate/Hour
Project Manager (PM)	PM for the Project	\$	\$	\$
Supervisor	Directs Labor / Project Logistics	\$	\$	\$
Operator	Equipment Operator	\$	\$	\$
Laborer	Man-power in support of project	\$	\$	\$
Carpenter	Safety Barriers / Framing / Etc	\$	\$	\$
Painter	Safety markings / Aesthetics	\$	\$	\$

Additional Services

Sub-contracted Services	___% Admin fee above invoice total
Expediter Services	___% Admin fee above invoice total
Trucking / Rigging	___% Admin fee above invoice total
Equipment Rental	___% Admin fee above rental invoice total
Vehicle Rental	___% Admin fee above rental invoice total
Fuel / Consumables for Vehicles / Equipment	___% Admin fee above invoice total

REVISION 1

PART V – SPECIFICATIONS – SCOPE OF WORK

1. Specific Definitions

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

“Construction Manager”- means the authorized representative(s) to manage construction under the direction of the Director of World Trade Center Operations.

“Director” - means the Director of World Trade Center Operations, or his duly authorized representatives acting within the scope of the particular authority vested in them.

“Facility” means the 16 acre World Trade Center (WTC site) in lower Manhattan that is owned and managed by the Port Authority of New York and New Jersey.

“Government, United States Government, Federal or words of like import” mean the United States of America.

“UMTA or FTA” - mean the United States Department of Transportation, Federal Transit Administration (formerly known as the Urban Mass Transportation Administration).

“FTA/ FEMA” and Federal Government may be used interchangeably.

“DOT” - means the United States Department of Transportation.

“DCAA” - means the Defense Contract Audit Agency.

1. **Item(s) and/or Service(s) Required by the Specifications**

The Scope of Work under this contract includes providing all labor, equipment, and tools to implement the attached plans outlined in Appendix C, D provided by the Port Authority. The requirements of the plans are summarized below, but in the event of conflict, the Appendix will govern.

a. General

- i. It is the responsibility of the Contractor to manage and coordinate all activities for the work included herein.
- ii. The Contractor is responsible to mobilize its own resources and assist in managing the resources currently at WTC site.
- iii. The Contractor will provide all necessary services to pre-fabricate, stage, maintain, and relocate materials and equipment or otherwise

- prepare in advance of a storm event at the direction of the Port Authority.
- iv. Upon the direction and notification by the Port Authority of a storm event, the Contractor shall mobilize and implement the Specifications within the timeframe indicated herein. The Contractor will maintain and repair materials, equipment, and systems during a storm event to maintain the effectiveness of the materials, equipments, and systems.
- b. Implementation Timeframe
 - i. Upon notification by the Port Authority the Contractor shall furnish and provide the work under the Specifications within a timeframe that will reasonably provide protection to the WTC site during a storm event. The Port Authority shall provide notification no more than ten (15) days and no fewer than four (4) from a storm event.
 - c. Coordination:
 - i. The Contractor will coordinate with all contractors on the WTC site, including, but not limited to those under the direction of the World Trade Center Construction Department, World Trade Center Redevelopment Department, and Office of Emergency Management Department.
 - ii. Should Contractor or its Subcontractors cause damage to the work or property of the Port Authority, the party causing such damage immediately shall remedy such damage and pay to the damaged party any costs and expenses incurred in connection with such damage.
 - d. Staffing and Personnel
 - i. The Contractor shall furnish a competent and adequate staff as necessary for the proper business administration, coordination, supervision, and superintendence of the Work; shall organize the procurement of all additional materials and equipment so that they will be available at the time they are needed for the Work; and shall keep an adequate force of skilled workers on the job to successfully complete the Work in accordance with all requirements of these Specifications.
 - ii. The Contractor will coordinate site access approval for augmentation workers ahead of any storm event.
 - iii. Provide three (3) designated representatives that can be contacted 24 hours a day, 7 days a week for entire Contract duration.
 - iv. The Contractor shall provide certified payroll and timesheets for all staff and sub-contractors.
 - e. Material & Equipment
 - i. The Port Authority will provide equipment, materials, and systems for use during a storm event. Should the Contractor require any additional materials, above those provided by the Port Authority, the Contractor shall promptly notify the Port Authority, or its

Agent, and procure the required materials with the Port Authorities approval. It is the responsibility of the Contractor to assess and inventory the materials, equipment and systems provided by the Port Authority.

- ii. The Contractor is responsible to procure any special equipment required for placement or recovery of barrier plan not otherwise provided by the Port Authority
 - iii. Upon notification by the Port Authority, the Contractor shall transport materials and/or equipment from offsite Port Authority storage areas to the WTC site.
- f. Means and Methods:
- i. The means, methods, techniques, sequences, procedures, and safety measures utilized in the performance of work under these Specifications are the sole responsibility of the Contractor. Any means, method, technique, sequence, or procedure set forth in the Specifications is solely to specify the desired end product. If the means, method, technique, sequence, or procedure will not result in the desired end product or is unsafe or illegal because of some defect in the Specifications or the particular conditions under which the Work is being performed, it is the Contractor's responsibility to select a correct means, method, technique, sequence or procedure.
 - ii. If deviations from the Specifications are necessary; or if, in the expert opinion of Contractor or Subcontractor, the application as shown deviates from normal and proper application as recommended by the manufacturer; or if job conditions have necessitated deviations from manufacturer's instructions or other minimum standards of good practice; or if such deviations have been agreed upon by the Port Authority prior to the installation, then such deviations shall be recorded on the request for substitution, submitted for approval by the Port Authority.
 - iii. Contractor shall cause Subcontractor(s) to bear at their own cost (and at no cost to the Port Authority whatsoever) all costs that may be incurred to correct defective work, including, but not limited to, any cost incurred by the Port Authority, if any, for additional work or services required as a result of the correction of the defective work.
- g. Sub-contractors:
- i. The Contractor shall use qualified sub-contractors that can prove experience in facilities or projects of equal magnitude and scope to that listed herein. References shall be furnished upon request of the Port Authority
 - ii. Subcontracts shall be subject to the approval of the Port Authority.
 - iii. Contractor shall be responsible to fully administer, direct, supervise, coordinate, inspect, scrutinize, manage, perform and oversee other related work and services related to the work in order

- to coordinate the activities and responsibilities of the Subcontractors, each with the other and those with the activities and responsibilities of the Port Authority and as otherwise required by the Specifications.
- iv. Contractor shall analyze, evaluate, and prepare an Application for Payment based on the Contractors' and Subcontractors' payment applications.
 - h. Technical Protection Plan: The physical protection plan consists of four tiers in successive layers that provide redundancy in protecting the site. The Contractor shall provide all labor, equipment, materials to construct the full barriers, a means of recovery and/or disposal of all materials, equipment, and systems implemented under this contract.
 - i. Tier 1: Emplace linear flood barriers to prevent storm & tidal surge from encroaching onto the WTC footprint where access or openings to sub-grade levels are present in accordance with Appendix C.
 - ii. Tier 2: Emplace spot barriers to protect every surface and subsurface level opening at or below 312' that leads into WTC sub-grade areas (i.e., doors, vents, shafts, sub-grade utility openings; includes the building of containment structures over the storm sewers located inside the Tier 1 line) in accordance with Appendix C.
 - iii. Tier 3: Protect critical sub-grade Mechanical, Electrical, and Plumbing (MEP) equipment and rooms from flood waters that may enter the buildings despite the barriers in accordance with Appendix D.
 - iv. Tier 4: Channel flood waters to collection reservoirs at lowest building levels and pump back to the surface to prevent accumulations that could damage MEP or other systems in accordance with Appendix E.
 - v. Recovery: Upon completion of any event, recover all reusable materials/equipment/systems, dispose of any contaminated items (in accordance with all applicable standards, laws, and regulations), provide bill of lading for said disposal, and return reusable materials/equipment/systems to a storage location designated by the Port Authority. If so directed, recondition salvageable storm barrier materials for use in subsequent storm events. The work site shall be restored to a clean, safe condition equitable to the condition before the work was commenced.

2. Project Schedule

There is no specific project schedule. This agreement will remain in full effect through the term of the agreement as noted in Part II - Section 5.

3. Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its workers (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bids/ receipt of Proposals.

For the purposes of this Contract, the annual prevailing wage and supplements schedules for the work being performed under this contract are those published by the Bureau of Labor Law, pursuant to Labor Law §§220 and 230 and New York City Administrative Code §6-109 and located at the New York City Comptroller's website at <http://comptroller.nyc.gov/general-information/prevailing-wage>, for the locality and for the period of time in which the work is performed.

END SPECIFICATIONS

Attachment D

Insurance Procured by the Contractor

The Contractor shall secure, keep in full force and effect, pay the premiums, and shall cause all of its subcontractors to secure, maintain, and keep in full force and effect, a Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, ongoing operation, with contractual liability language covering the obligations assumed by the Contractor under this Contract, the following coverages:

Commercial General Liability Insurance - \$ 25 million combined single limit per occurrence and in the annual aggregate for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 25 million combined single limit per accident for bodily injury and property damage liability.

If Applicable: Professional Liability Insurance - \$ 10 million per claims and in the aggregate, including a 5 years reporting and discovery period.

If Applicable: Pollution Liability - \$10 million per occurrence and in the annual aggregate.

Railroad Protective Liability Insurance:

\$5,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage. If Work is to be performed on or within 50 feet of railroad property, then the contractual liability coverage shall contain an endorsement deleting any railroad exclusion

The liability coverage shall include but not be limited to the following supplementary coverages:

- Contractual Liability to cover liability assumed under the agreement;
- Product and Completed Operations Liability insurance;
- Broad Form Property Damage Liability Insurance;
- Explosion, collapse and underground hazards (deletion of the X,C,U exclusions) if such exposure exists;
- Independent Contractors;
- Such policy shall include all of the coverages, which may be included in coverages A, B and C contained in a standard ISO Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis, and shall not include any exclusions for "action over claims"
- Products and Completed Operations to be maintained for five (5) year after final payment
- Sub-contractors may carry lower limits than the limits set forth above upon approval of The Port Authority. Contractor shall provide The Port Authority

- with the identity of the subcontractor, the scope of work to be performed by such party and the amount expected to be paid to such party.
- The Contractor shall cause all their subcontractors to include **Schedule 1 & 2** below as additional insureds under their policies and to endorsed the **Immunity Clause** to their insurance policies as well.
 - Not Exclusion of Terrorism
 - Deductibles shall not exceed \$10,000. Contractor shall be fully responsible for any deductible.

In addition, the liability policy (ies) shall name “The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees, agents and all the entities listed under **Schedules 1 & 2**, and their successors or assigns, below, as additional insureds”, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. In the event the contractor maintains insurance in greater limits than the stated minimum, The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees, agents and all the entities listed under **Schedules 1 & 2** below, shall be included as additional insureds to the full extent of all such insurance. 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 separation of insured condition and severability of interests clause 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. 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 maintenance/warranty/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.”

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. The Workers’ Compensation Insurance shall include a waiver of subrogation in the benefit of the additional insureds.

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 of NY and NJ, Treasury Department, General Manager of Risk Financing, 150 Greenwich Street, 19th Floor, New York, NY 10007.

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), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. 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 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.

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.

Furthermore, the Contractor shall be responsible for maintaining and conforming with all additional insurance requirements stipulated by any of the additional insureds listed below. [\[CITS #5071N\]](#)

Indemnitees and Additional Insureds

Schedule 1

Certificate Holder:

Port Authority of New York & New Jersey
Treasury Department / Risk Financing Division
150 Greenwich Street, 19th Floor,
New York, NY 10007

- a) The Port Authority of New York and New Jersey
- b) WTC Retail LLC
- c) 1 World Trade Center LLC
- d) The Port Authority Trans-Hudson Corporation
- e) STV Construction, Inc.
- f) NYS Department of Transportation
- g) Tishman Construction Corporation
- h) Tishman Realty & Construction Co., Inc.
- i) Tishman Construction Corporation of New York
- j) Silverstein Freedom Tower Development LLC, and its Affiliates
- k) 2 World Trade Center LLC
- l) 3 World Trade Center LLC
- m) 4 World Trade Center LLC
- n) World Trade Center Properties LLC
- o) 1 WTC Holdings LLC
- p) 2 WTC Holdings LLC
- q) 3 WTC Holdings LLC
- r) 4 WTC Holdings LLC
- s) Silverstein Properties, Inc.
- t) Silverstein East WTC Facility Manager LLC
- u) WTC Redevelopment LLC
- v) Silverstein WTC Mgmt. Co. LLC
- w) Silverstein WTC Mgmt. Co. II LLC
- x) Silverstein WTC Properties LLC
- y) Silverstein WTC LLC
- z) Silverstein 2/3/4 WTC Redevelopment LLC
- aa) Spring World Inc.
- bb) Spring WTC Holdings Inc.
- cc) WTC Investors LLC
- dd) Net Lessees' Association of the World Trade Center
- ee) WTC Management and Development LLC
- ff) Silverstein WTC Management and Development LLC
- gg) WTC Investors Management and Development LLC
- hh) Larry A. Silverstein
- ii) World Trade Center Hold Co. Ltd
- jj) 3 WTC Mezz LLC.
- kk) The City of New York
- ll) The Lower Manhattan Development Corporation
- mm) The World Trade Center Memorial Foundation
- nn) Metropolitan Transportation Authority
- oo) Cushman & Wakefield, Inc.

Schedule 2

Durst 1 WTC Developer LLC
Durst 1 WTC LLC
Durst 4th Investors LLC
Durst Management and Development LLC
Durst WTC Corporation
Durst WTC Holding LLC
New WTC Retail JV LLC
New WTC Retail Owner LLC
PA Retail Newco LLC
Royal 1 WTC Management LLC
Royal Realty Corp.
SRDA Manager, LLC
The Durst Manager LLC
The Durst Organization Inc.
The Durst Organization L.P.
The Port Authority of New York and New Jersey
The Port Authority Trans-Hudson Corporation
Tower 1 Holdings LLC
Tower 1 Joint Venture LLC
Tower 1 Member LLC
Tower 5 LLC
WTC Retail LLC
WTC Tower 1 LLC

Any and all owners and affiliated entities of the foregoing