

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

August 24, 2021

**ADDENDUM NO. 5**

TO PROSPECTIVE BIDDERS ON CONTRACT **PN-654.001** – PORT NEWARK – PORT STREET CORRIDOR IMPROVEMENTS AND CONTRACT **PN-654.001M** – PORT NEWARK – PORT STREET CORRIDOR IMPROVEMENTS – AGREEMENT TO PERFORM LANDSCAPE MAINTENANCE

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 FOR CONTRACT PN-654.001**

Page 103 – Delete these pages in their entireties and substitute therefor new pages 103 and 103A which are attached hereto and made a part hereof.

**REVISED CONTRACT DRAWINGS**

Drawing C808 has been revised as of 08/18/21. A copy of this drawing is forwarded herewith electronically (via email or downloaded). Destroy the drawings of this number now in your possession and substitute therefor the revised drawing.

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

James Starace, P.E.  
Chief Engineer/Director

INITIALLED BY THE BIDDER:

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C. Railroad Protective Liability Insurance

With respect to the operations performed by it or any of its' subcontractors, the Contractor shall provide Railroad Protective Liability Insurance (ISO-RIMA FORM) in the name of Consolidated Rail Corporation \*, with a limit of not less than \$2,000,000 per occurrence, combined single limit for bodily injury and/or property damage, for damages arising out of bodily injuries to or death of all persons and for damage to or destruction of property, including the loss of use thereof. Such insurance shall also contain an aggregate of not less than \$6,000,000 for damages arising out of more than one occurrence. \* Conrail shall be the "Named Insured" on this policy.

The insurance specified above shall be carried until the Contract is satisfactorily completed and formally accepted by Conrail. The above indicated insurance coverage shall be effected under standard form policies issues by insurers of financial responsibility that are rated "A" or better by Best's Insurance Reports, "AA" or better by Standard & Poor's Insurance Rating Service, and "Aa" or better by Moody's Investors Service. Conrail reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services. The above indicated insurance coverage shall be enforceable by any legitimate claimant after the termination or cancellation of the project, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the Contract and when the insurance was in force. The Contractor shall furnish Conrail with certificates of insurance evidencing the insurance coverages required and shall also furnish the original Railroad Protective Liability Insurance policy at least thirty (30) days prior to commencement of the project. All insurance policies shall be endorsed to provide that the insurance company shall give thirty (30) days prior written notice to Conrail if the policies are to be terminated or if any changes are to be made which shall in any way affect the insurance requirements of the Contract. Certificates, policies or notices should be sent to Manager – Insurance, Consolidated Rail Corporation, 2001 Market Street – 6A, PO Box 41406, Philadelphia, PA 19101-1406.

- D. Cyber Liability, Network Security and Data Breach Insurance including Technology Errors and Omissions: As applicable to the services provided by the Contractor and/or subcontractors, in an amount not less than \$2 million per claim and in the annual aggregate; including Cyber Liability coverage for (i) liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form, (ii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software and programs stored thereon, and (iii) the interruption of services directly or ancillary to the operation of critical infrastructure systems of the Authority. Coverage for any breach of Network Security and/or violation of software copyright should be included; services insured, at a minimum, shall include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, and (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the Contractor and/or subcontractors. This policy shall include coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software copyright infringement; and network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally related crisis management expense for the duration of the claim. Coverage shall contain severability for the insured organization for any intentional act exclusions in respect of data security liability, intentional or reckless or deliberate acts by any employee acting independently of any director, chief compliance officer, data protection officer or general counsel of the insured. Additionally, the Cyber Liability, Network Security and Data Breach Insurance Policy shall cover consequential or vicarious liabilities (e.g., claims brought against the Port Authority or its Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors and/or assigns due to the wrongful acts and failures committed by Contractor and or subcontractor) and direct losses (e.g., claims made by the Port Authority and its Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns against Contractor and/or subcontractor for financial loss due to your wrongful acts or failures). This policy shall be maintained by the Contractor and/or his subcontractors for the duration of the Contract term and for period of six (6) years post termination or expiration of the Contract.