



**Piers 98 to 99 Waterfront Structures
Invitation for Bids (IFB)
Project/Contract #C4964
Addendum # 2
March 12, 2019**

To All Bidders:

- 1. The Bid Opening is hereby extended to Friday, March 22, 2019 at 1:00 pm. The location shall remain Pier 40 Lobby, 353 West Street, New York, NY 10014.**
- 2. “Conditions of the Contract” Part II, Supplemental Conditions, Section 3.18, is hereby amended and restated as follows:**

“3.18 INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, the Contractor shall be responsible for all injuries to persons, including death, or damage to property sustained while performing or resulting from the Work under the Contract, if and to the extent the same results from any act, omission, negligence, fault or default of Contractor or Subcontractors, or their employees, agents, servants, independent contractors or subcontractors retained by Contractor pursuant to the Contract. Contractor agrees to defend, indemnify and hold harmless the Trust, the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, the New York State Department of Environmental Conservation, the City of New York, the New York City Department of Parks and Recreation, Consolidated Edison, Inc., Consolidated Edison Company of New York, Inc., the Construction Manager and each of their respective commissioners, directors, officers, agents and employees (collectively the “Indemnitees”) harmless from any and all claims, judgments and liabilities, including but not limited to claims, judgments and liabilities for injuries to persons (including death) and damage to property if and to the extent the same results from any act, omission, negligence, fault or default of Contractor or its Subcontractors, or their agents, employees, servants, independent contractors and subcontractors and from any claims against, or liability incurred by the Indemnitees by reason of claims against Contractor or its Subcontractors,

or their employees, agents, servants, independent contractors and subcontractors for any matter whatsoever in connection with the Work performed under the Contract, including, but not limited to, claims for compensation, injury or death, and agree to reimburse the Indemnitees for reasonable attorney's fees incurred in connection with the above. Contractor shall be solely responsible for the safety and protection of all its Subcontractors, or the employees, agents, servants, independent contractors, or subcontractors of Contractor or its Subcontractors, and shall assume all liability for injuries, including death, that may occur to said persons due to the negligence, fault or default of Contractor, its Subcontractors, or their respective agents, employees, servants, independent contractors or subcontractors.

This section 3.18 shall survive the expiration or earlier termination of the Contract.”

- 3. All requirements of the original IFB shall remain in full force and effect, except as set forth in this Addendum and any other previously issued Addenda.**
- 4. All capitalized terms set forth in this Addendum shall have the same meaning as set forth in the IFB being amended hereby.**

THIS ADDENDUM MUST BE SIGNED BY THE BIDDER AND ATTACHED TO THE BID WHEN SUBMITTED.

HUDSON RIVER PARK TRUST

By: Kevin Quinn

Title: Senior Vice President

ACKNOWLEDGED AND AGREED:

Name of Bidder: _____

By: _____

Title: _____

Date _____