

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

April 10, 2018

ADDENDUM NO. 1

TO PROSPECTIVE BIDDERS ON CONTRACT **EWR-154.395** – NEWARK LIBERTY INTERNATIONAL AIRPORT – TERMINAL A REDEVELOPMENT PROGRAM BRIDGES N61, N62, N63, AT-GRADE ROADWAYS AND APPURTENANCES AND CONTRACT **EWR-154.395M** – NEWARK LIBERTY INTERNATIONAL AIRPORT – 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 initialed 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 initialed.

CHANGES IN THE CONTRACT BOOKLET

Page 115 - Make the following changes:

- A. Immediately following the text of the clause entitled "AVAILABLE PROPERTY", insert the following new paragraphs:

"Any additional property which the Contractor desires for his operations shall be obtained by him at his own expense.

The Contractor will be permitted to use only so much of the aforesaid areas as is necessary for the performance of the Contract, and he must at all times so conduct his operations as not to encroach upon or block the portions used by others. The Engineer may at any time make joint or exclusive assignments of particular portions thereof, either to the Contractor or to others, and may take over and use for other purposes any portions which, in the opinion of Engineer, are not required for the performance of the Contract.

The Contractor shall daily clean up the areas made available to him so that they are free at all times of refuse, rubbish, scrap material or debris."

- B. Immediately following this page, insert new page 116 (one page), which is attached hereto and made a part hereof.

Page 127 - In the clause entitled "CONTRACT DRAWINGS", delete
"E1029 ELECTRICAL PLAN -29- (ITS) Electrical"
with no substitution therefor.

Page 131 - In the clause entitled "CONTRACT DRAWINGS", delete
"ES0403 FLAG POLE ROAD OVERHEAD BRIDGE Electrical
CONDUIT ROUTING DETAIL Electronics"
with no substitution therefor.

REVISED CONTRACT DRAWINGS

Drawings G0103, G0109, G0110, G0115, CS0102, CS1101, CS2102, E1006, E1007, E1012, E1013, E1014, E1015, E1025, E1028, E1109, E1118, E1205, ES0102, ES0303, ES0305, ES0306, ES0307, ES0308, ES0309, ES0310, ES0311, ES0315, ES0319, ES0401, ES0402, ITS0211, ITS0409, ITS0504, ITS0506, A0401, A0502, A0503, A0504, A0505, A0508, T0104, T0224, T0225, T0341, T0401 and T0403 have been revised as of 4/4/18.

Copies of these drawings are forwarded herewith on CD. Destroy the drawings of these numbers now in your possession and substitute therefor the revised drawings.

REMOVED CONTRACT DRAWINGS

Remove Drawings E1029 and ES0403 from the set of Drawings with no substitution therefor and destroy the drawings of these numbers now in your possession.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

James Starace, P.E.
Chief Engineer/Director

INITIALLED BY THE BIDDER:

C. High Security Areas

- 1.) If Work under this Contract is required in high security areas, as may be designated as such by the Authority, the Contractor shall comply with certain security procedures while performing Work in such areas. The security procedures may require that the Contractor, subcontractors or materialmen performing Work in such areas be escorted to and from these areas by security personnel designated by the Authority. Further, the Contractor, subcontractors or materialmen may be required to be monitored by security personnel designated by the Authority while performing Work in certain high security areas.
- 2.) Prior to the start of Work at the construction site, the Contractor will be provided with a description of the high security areas from the Authority, which will be in effect on the date that Work commences. The description of high security areas may be changed at any time by the Authority during the duration of this Contract. The Contractor shall notify the Authority no less than twenty-four hours prior to the performance of any Work in a high security area. The Contractor shall conform to the security procedures as may be established by the Authority and the escorting and monitoring of workmen and materialmen hereunder.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and materialmen during the duration of this Contract to address changing security conditions and/or new governmental regulations. The Contractor will be compensated for changes to the security requirements as directed by the Engineer at the Net Cost of such Work. "Net Cost" shall be computed in accordance with the Form of Contract clause entitled "Net Cost". Performance of such Net Cost Work shall be as directed by the Engineer.

83. MATERIALS FURNISHED BY THE AUTHORITY

The Authority will furnish to the Contractor for installation by him in the permanent construction the following materials:

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| 1 | 6500 L.F. | Fiber Optic Cable, single mode, 216-strand. |
| 2 | 20 EA. | Cable ID Tags, for Labeling 216-strand Fiber Optic Cable. |
| 3 | 2 EA. | Wireless modem. |

It is presently expected but not guaranteed that the foregoing materials will be furnished to the Contractor by the times required for their installation.

Materials furnished to the Contractor shall be examined by him at the time they are furnished to him, and if there is any shortage, damage or other defect, the Contractor shall at that time bring it specifically in writing to the attention of the Engineer. Any shortage, damage or defect so brought to the Engineer's attention and acknowledged by him will be corrected by the Authority. If no shortage, damage or other defect is so brought to the attention of and acknowledged by the Engineer at the time said materials are furnished to the Contractor, the materials shall thereafter conclusively be deemed to have been satisfactory in all respects, provided that if the Contractor demonstrates to the satisfaction of the Engineer that there was a shortage, damage or defect at the time the materials were furnished to the Contractor and that such fact could not reasonably have been ascertained at that time, then the shortage, damage or defect will be corrected by the Authority.

From the date the foregoing materials are furnished to the Contractor they shall form part of the materials included in the risks assumed by the Contractor as provided in subparagraph A of the clause of the Form of Contract entitled "Risks Assumed by the Contractor".