

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

July 9, 2018

ADDENDUM NO. 1

**TO PROSPECTIVE BIDDERS ON CONTRACT MF-244.252 – MULTI-FACILITY
BRIDGES GOETHALS BRIDGE AND OUTERBRIDGE CROSSING – CASHLESS
TOLLING INFRASTRUCTURE VIA WORK ORDER**

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

- Page 27 - Delete the entire page and substitute therefor the new page that is attached hereto and made a part hereof.
- Page 86 - Delete the entire page and substitute therefor the new page that is attached hereto and made a part hereof.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

James Starace, P.E.
Chief Engineer/Director

INITIALLED BY THE BIDDER:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned¹³

as principal(s); and¹⁴

as surety are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the "Authority") in the penal sum of Three Million Dollars (\$3,000,000), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____

The condition of the above obligation is such that whereas the above named principal(s) has submitted to the Authority a certain Bid, bound herewith and hereby made a part hereof, to perform the obligations of the Contractor under a contract in writing, known as Contract MF-244.252, "Multi-Facility Bridges-Goethals Bridge and Outerbridge Crossing - Cashless Tolling Infrastructure Via Work Order". Now therefore:

- A. If said Bid shall not be accepted, or
- B. If said Bid shall be accepted and the Authority does not require the principal(s) to furnish a Performance and Payment Bond, or
- C. If said Bid shall be accepted and the Authority requires the principal(s) to furnish a Performance and Payment Bond and either the principal(s) furnishes a Performance and Payment Bond satisfactory to the Authority in accordance with the requirements of said Bid or the Authority does not terminate the Contract as provided therein on account of the failure to furnish such a bond,

Then, this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

¹³ Insert bidder's name. If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the _____".
 If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____".
 If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____".
 If a joint venture, give the information required above for each participant in the joint venture.

¹⁴ Insert name of surety.

are hereby held and firmly bound unto The Port Authority of New York and New Jersey (herein called the "Authority") in the penal sum of Twenty-Seven Million Nine Hundred Thousand Dollars and No Cents (\$ 27,900,000.00), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, representatives, executors, administrators, successors and assigns. Each surety, however, if there is more than one, shall be jointly and severally liable for said penal sum.

Signed this _____ day of _____ 20_____

The condition of the above obligation is that

WHEREAS, the above named principal has entered into a Contract in writing with the Authority, a copy of which is hereby made a part of this bond as though herein set forth in full and which is designated Contract MF-244.252 – "Multi-Facility Bridges - Goethals Bridge and Outerbridge Crossing – Cashless Tolling Infrastructure Via Work Order"; and

WHEREAS, the Authority has required this bond for the faithful performance of all obligations imposed by said Contract and also for the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract;

NOW, if the said principal shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms and true intent and meaning of said Contract and if all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract are paid, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that, provided the sureties shall comply with the provisions hereof, the aggregate liability of all sureties for any and all claims hereunder shall in no event exceed the penal amount of this obligation as hereinbefore stated.

This undertaking is for the benefit of the Authority and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as the Authority itself) shall have a direct right of action upon this bond; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and subordinate to those of the Authority.

The sureties, for value received, hereby stipulate and agree that the obligations of said sureties and their bond shall be in no way impaired or affected by any extensions of time, modification, omission, addition or change in or to the said Contract or the construction to be performed thereunder, or by any supervision or inspection or omission to supervise or inspect the construction, or by any payment thereunder before the time required therein, or by any waiver of any provision or condition thereof (whether precedent or subsequent), or by any assignment, subletting or other transfer thereof or of any part thereof or of any construction to be performed or any moneys due or to become due thereunder; and said sureties do hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulate and agree that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said sureties as though done by or in relation to said principal.