

***APPENDIX D
CONTRACTS UNIT
REVIEW STANDARDS***

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TABLE OF CONTENTS

GENERAL INFORMATION	1
DEFINITION OF THE “CONTRACT”	1
OTHER CONTRACT ELEMENTS	1
NOT PART OF THE “CONTRACT”	1
COMMON MISCONCEPTIONS REGARDING WORK TO BE PERFORMED BY THE CONTRACTOR	1
CONTRACT TERMINOLOGY	2
COMMAND TERMINOLOGY	2
TERMINOLOGY REFERRING TO THE PORT AUTHORITY OF NY & NJ	2
TERMINOLOGY REFERRING TO THE CONTRACTOR	2
PAYMENT TERMINOLOGY NOT TO APPEAR ON CONTRACT DRAWINGS	3
MISCELLANEOUS TERMINOLOGY	3
PAYMENT TERMINOLOGY	4
TERM	4
COMMENT	4
CONTRACT DRAWINGS	5
SIGNATURES/SEALS/STAMPS	5
TECHNICAL SPECIFICATIONS (DIVISIONS 2 TO 16)	8
SOLE SOURCE/SOLE BRAND ITEMS	9
ITEMS REQUIRED FOR COMPLETING CONTRACT DOCUMENTS	9
BID SOLICITATION DOCUMENTS	11
QUESTIONS BY BIDDERS	11

CONTRACTS UNIT REVIEW STANDARDS

GENERAL INFORMATION

DEFINITION OF THE “CONTRACT”

(From Form of Contract - Chapter 1 General Provisions)

"Contract" shall mean, in addition to this Form of Contract, the Information for Bidders, the Proposal, the Authority's acceptance, the Specifications and the Contract Drawings (including written addenda issued over the name of the Chief Engineer), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

OTHER CONTRACT ELEMENTS

(The items follow the Technical Specifications in the Contract Book and are made part of the Contract by reference in certain Contract clauses)

- Permits/Access Agreements/Other Governmental Approvals
- Prevailing Wage Rates
- Federal Appendices
- M/WBE Schedules

NOT PART OF THE “CONTRACT”

- Advertisement
- Table of Contents
- Analysis of Bid
- Available Documents
- Sole Source Letters

COMMON MISCONCEPTIONS REGARDING WORK TO BE PERFORMED BY THE CONTRACTOR

- Contractor does not have to perform work in the technical specifications if it is not shown on the contract drawings.
- The work shown on the contract drawings governs over the technical specifications.

The following paragraphs are taken from Specifications – Division 1 – General Provisions of the Contract Book:

Construction Required by the Specifications:

These Specifications relate generally to performing (Description of Work – defined in Definitions and also repeated in General Agreement) at (Construction Site – defined in Definitions and also repeated in General Agreement).

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph, as shown on the Contract Drawings in their present form. In addition, all things shown on the Contract Drawings even though not expressly mentioned in these Specifications, all things mentioned in these Specifications even though not shown on the Contract Drawings, and all things not specified either on the Contract Drawings, or in the Specifications but involved in carrying out their intent and in the complete and

Contracts Unit Review Standards

proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications; and the Contractor shall perform the same as though they were specifically delineated, described and mentioned.

In case of a conflict between a requirement of the Contract Drawings and a requirement in Division 1 of the Specifications, the requirement of Division 1 shall control. In case of a conflict between a requirement contained in other Divisions of the Specifications and a requirement of the Contract Drawings, the requirement of the Contract Drawings shall control.

The Contract language clearly states that the Contractor has to perform everything shown on the Contract Drawings though not contained in the Specifications; everything contained in the Specifications though not shown on the Contract Drawings and everything not shown in either, but required to be done in order to complete the Work of the Contract. The second paragraph states the hierarchy of control in the case of a conflict due to error. Conflict should never be intentionally built into a Contract.

CONTRACT TERMINOLOGY

COMMAND TERMINOLOGY

Gives clear direction without ambiguity to the Contractor.

Term	Comment
Shall	Correct for direction given to Contractor
Furnish and Install	Correct for direction given to Contractor
Will” or “Must	Not optimum for direction given to Contractor
Furnish	Implies that Contractor does not have to install
Install	Implies that Contractor does not have to furnish
Provide	Implies that Contractor does not have to install
To Be	Not optimum for direction given to Contractor - indirectly commands the Contractor to perform the work
Maintain	Not definitive enough to give direction
Be Responsible For	Not definitive enough to give direction

TERMINOLOGY REFERRING TO THE PORT AUTHORITY OF NY & NJ

Term	Comment
Authority	Defined in Contract
PATH	
Engineer	

All other terms should not be used because they are not defined parties in the Contract. See examples below:

- PA Survey Group
- Facility
- Facility Manager
- Airport Personnel
- Operations
- Resident Engineer
- Inspector
- Engineer of Record
- Architect
- Owner

TERMINOLOGY REFERRING TO THE CONTRACTOR

Direction can only be given to Contractor since the Contract is between the Port Authority of NY & NJ and the Contractor.

Term	Comment
Contractor	Correct. No need to use "General Contractor"
Subcontractor	Incorrect
Electrical (or other trade) Contractor	Incorrect
Manufacturer	Incorrect for direct command but Contractor can be directed to use manufacturer to perform services and provide equipment

PAYMENT TERMINOLOGY NOT TO APPEAR ON CONTRACT DRAWINGS

- Lump Sum
- Unit Price
- Unclassified Work
- Classified Work
- Extra Work

MISCELLANEOUS TERMINOLOGY

Term	Comment
As Directed by the Engineer	Acceptable for the following conditions: <ul style="list-style-type: none"> <input type="checkbox"/> When direction given by the Engineer does not have cost impact on bid price <input type="checkbox"/> Item of Work will be paid at Net Cost
New	Acceptable for Legend only. Everything in contract is considered "New" unless indicated otherwise. Make sure to label what is "Existing"
By Others	If work is to be done by someone other than the Contractor, use this term but give some indication of timing if it impacts the Contractor's work
Or Approved Equal	This is the correct term. To foster competition, at least three manufacturers' names should be listed with "or approved equal"
No Substitutions Permitted	This must be stated whenever there is a sole source or sole brand item. If not, the Contractor is allowed to submit alternates or equals for approval in accordance with the Substitution clause in Division 1
To Remain	Items are assumed to remain unless stated otherwise, so this term should be used sparingly, if at all, and only to differentiate an item from others being removed
Proposed	Do not use these terms. They are ambiguous and are not definitive indications of work required by the contract
Suggested	
Recommended	
NIC (Not in Contract)	Do not use this term. Everything shown on the drawings and in the specifications should be in the contract unless it is "By Others." When removing items of work from the contract, do not cross out sections or portions of drawings – delete them completely as if they were never there
If Required	Do not use these terms. They are vague and do not give definitive direction to the Contractor
If Possible	
See Plans	Do not use the term "plans" as a substitute for "drawings" since

Term	Comment
	they are not defined terms or "sheets" in the contract

PAYMENT TERMINOLOGY

Term	Comment
Lump Sum (Unclassified)	<ul style="list-style-type: none"> <input type="checkbox"/> Work must be quantifiable and shown in sufficient detail for bidding <input type="checkbox"/> Do not show quantities on drawings for Lump Sum work. Bidders must be able to calculate quantities based on information provided on drawings
Unit Price (Classified)	<ul style="list-style-type: none"> <input type="checkbox"/> Use when work can be defined but quantities cannot be exactly determined <input type="checkbox"/> Not to be used for work that may not be required at all or for temporary items <input type="checkbox"/> Use in accordance with Engineering Department Classified Work Policy <input type="checkbox"/> Estimated quantities should be reasonably accurate <input type="checkbox"/> Descriptions of Unit Price Items should only define how measurements are taken for payment of those items. They are not to be used to direct the Contractor to perform work <input type="checkbox"/> Ensure that descriptions cannot be misinterpreted to mean payment of "double quantities" through terminology such as "furnished and installed," "removed and disposed of," etc.
Combination Contract	<ul style="list-style-type: none"> <input type="checkbox"/> Contains both Classified and Unclassified work
Net Cost	<ul style="list-style-type: none"> <input type="checkbox"/> Time and material payment with percentage markup. To be used for undefined items of work encountered during the course of construction and typically paid for in accordance with Compensation for Extra Work clause but not charged against the Extra Work allowance. See the standard definition of Net Cost below
	<ul style="list-style-type: none"> <input type="checkbox"/> Acceptable in cases when it is reasonably certain that during the performance of work, certain work will be required to be performed that is different in nature than the contract work and which cannot be quantified at the time of bidding
	<ul style="list-style-type: none"> <input type="checkbox"/> Approved Net Cost items must be mentioned in a note or in a detail on the drawings or in the specifications in association with the work shown in the contract. The note must refer to the standard definition of Net Cost, which tells the Contractor how Net Cost is paid. See Standard Net Cost Notes.
	<ul style="list-style-type: none"> <input type="checkbox"/> Standard Definition of Net Cost – Note to be included on Contract Drawing: "Net Cost" shall be computed in the same manner as is compensation for Extra Work, including any percentage addition to cost, as set forth in the clause of the form of contract entitled, "Compensation for Extra Work." Performance of such Net Cost Work shall be as directed by the Engineer and shall be subject to all provisions of the Contract relating to performance of Extra Work. Compensation for said Net Cost Work shall not be charged against the total amount of compensation authorized for Extra Work
	<ul style="list-style-type: none"> <input type="checkbox"/> Net Cost items should not be completely detailed or explained on drawings or in specifications to prevent bidders from mistakenly including them in the bid price
	<ul style="list-style-type: none"> <input type="checkbox"/> Do not use Net Cost for scheduling reasons to pay for work that has not been completely designed
	<ul style="list-style-type: none"> <input type="checkbox"/> The use of Net Cost for items that the Contractor has control over such as Maintenance of Traffic, staging requirements, and dewatering operations or for additional work that is already covered under Lump Sum or Unit Price payment is not advisable because of potential financial manipulation by the Contractor. However, for Stage IV administrative purposes, such Net Cost items may need to be included in the contract drawings

Term	Comment
	<ul style="list-style-type: none"> ❑ A list of acceptable Standard Net Cost Notes has been developed by the Construction Management Division and Design Division and appears on EOL under Contracts. Prior to including a Net Cost note on a contract drawing that is not on the list, the Lead Engineer/Architect or respective Design Task Leader must obtain approval by the EOC-Contract Administration of CMD.

CONTRACT DRAWINGS

SIGNATURES/SEALS/STAMPS

- ❑ PA Design Division Drawings
 - Original drawings must indicate “designed by, drawn by, and checked by” information in accordance with Design Division Advisory Bulletin 07-01 dated 9/25/07 and must be signed by the Functional Chief or designee.
 - Addenda drawings may either be signed or say “Original signed by XYZ.”
 - All Addenda drawings must be initialed by the functional Task Leader in the revision box corresponding to the latest revision and include the Addendum Number and date.
- ❑ Consultant Drawings
 - Original drawings and drawings issued by Addenda must be signed and sealed in the title block by a Professional Engineer (PE) or by a Registered Architect (RA) licensed in the state in which the work is being performed.
 - Drawings for New York contracts require a New York stamp, which must be signed and show the name of the person signing and their PE or RA license number.
 - Drawings for New Jersey contracts require a New Jersey raised and embossed seal, which must be signed and show the name of the person signing, their PE or RA license number, and a Certificate of Authorization number for the consulting firm.
 - Drawings for bi-state contracts require signatures, seals, and stamps from each state to be provided in accordance with the requirements for both states.
 - All signatures must be originals and not reproductions.
 - Do not list a phone number or address for the consultant anywhere on the drawings. This could result in bidders calling consultants directly with questions, rather than contacting the Procurement Department as stated in the Contract Book.
- ❑ All drawings must be prepared using AutoCad without manual “hand changes” in accordance with Port Authority of NY & NJ Computer-Aided Design (CAD) Standards. At the discretion of EOC, exceptions to the “hand changes” rule may be made in cases of scheduling emergencies but only with the approval of the Lead Engineer/Architect, respective Design Task Leader or consultant with the alteration notation that appears in the title block of each contract drawing.
- ❑ Contract titles, contract numbers, and facility names must be correct and match those found on all other drawings, the Title Sheet, and the Contract Book.
- ❑ Contract drawings must be coordinated, correctly referenced, and without conflict between the drawings themselves and between the drawings and the specifications.
- ❑ Contract drawings must include all applicable information indicated in the “Instructions to Specifier” pages accompanying the technical specifications.
- ❑ Consultant drawings must be reviewed/audited by the Design Division staff in accordance with Design Division consultant review procedures.

- Scales
 - Always use graphic scales. Do not use written scales in case the drawings are reproduced in a different size.
 - Scales must follow Port Authority of NY & NJ CAD Standards and be consistent with information shown on drawings.
 - Use the term “NTS” or “Not to Scale” where appropriate.
- Legends
 - Symbols and hatching patterns shown in the legend must match those used in the drawing views.
 - Legends must indicate which drawings they apply to (C Drawings, S Drawings, E Drawings, etc).
 - It is not necessary to repeat the same legend on multiple drawings.
- Construction Staging
 - If Construction Staging drawings are provided, they should be referenced in the Contract Book in the Division 1 - “Hours of Work and Construction Staging” section.
 - Construction Staging notes should be included in the Division 1 - “Hours of Work and Construction Staging” section of the Contract Book and indicate the order, if any, the stages shall be completed and if one stage shall be completed before proceeding to the next stage.
 - If different disciplines have individual staging requirements, these requirements must all be coordinated with each other, without conflicts and be shown on identical staging areas.
- Available Property
 - If an area or areas to be occupied by the permanent construction will not be made available to the Contractor until some future date, the Division 1 clause entitled “Available Property” will be edited to indicate the date on or about when the property will become available.
- Terminology
 - Must be consistent between drawings and technical specifications. See [Contract Terminology](#) for examples.
 - Must be consistent between drawings of the same discipline and between drawings of different disciplines. Terms used on plan drawings must match those shown on detail drawings (e.g., “Fence” called out on plan drawing may not correlate with “Metallic Coated Chain Link Fence” detail).
- G (General) Drawings
 - Location plan drawing must show a “haul route,” if applicable, and the “Area Available for Contractor’s Use” and “Stockpile Area” when such areas are provided.
 - Indicate the approximate dimensions of the “Area Available for Contractor’s Use” and “Stockpile Area” if the areas cannot accurately be scaled from the contract drawing.
 - Not providing an “Area Available for Contractor’s Use” at all or after the contract is awarded will result in an inflated bid price since the bidders have to include the cost of transporting their equipment and materials daily to and from the site. Providing an area at a later date also gives unfair advantage to bidders that are familiar with a particular facility and know that they will be given an area for use once the contract is awarded.

- Do not use other terms such as “Storage Area”, “Lay-Down Area,” or similar terms for Contractor’s area.
- Location plan drawing showing overall facility must be up-to-date.
- Index of Drawings
 - Lead Engineer/Architect should coordinate all disciplines’ drawings and ensure that titles of drawings in Index of Drawings are correct.
 - Contract Engineer will compile the list of contract drawings that appears in the Contract Book from the actual drawing titles, not from the drawing index.
- Details
 - Terminology in details should match terminology on other drawings.
 - Revise Port Authority of NY & NJ standard details as applicable for the work of the contract.
 - Do not use the term “New” in titles of details – everything is “new” unless called out as “Existing.” New work is defined by heavy line weights and existing is defined by lighter line weights.
- Miscellaneous Drawing Comments
 - All existing features should be labeled as such. Items not called out as “Existing” are presumed “New” and are included in the work of the contract. New work is defined by heavy line weights and existing is defined by lighter line weights.
 - No need to call out things like “Furnish” or “Furnish and Install” on drawings where items are indicated in the legend as being “New.” Stating this on some items and not others may lead to confusion as to the work actually required.
 - Revise Port Authority of NY & NJ “Standard” Notes as applicable to the work of the contract.
 - Avoid the use of superfluous notes (e.g., “All work shall be done in conformance with the contract documents”) and notes that repeat information already included in the Contract Book.
 - Text size must comply with Port Authority of NY & NJ standards, be consistent throughout all drawings, and be legible on half-size review drawings.
 - When a Contractor is directed to match something that is “Existing,” then information on the “Existing” item is required to be shown. The site visit does not constitute as providing adequate information for bidders to “Match Existing.” Provide the type and nature of the existing construction and all manufacturers’ information available.
 - Quality control testing should be conducted by the Port Authority of NY & NJ or its designees and not performed by the Contractor. However, the contract should indicate any items that the Port Authority of NY & NJ requires the Contractor to provide in order to perform the Quality Control testing. For building construction contracts, the code-required Special Inspections to be performed by the Port Authority of NY & NJ are typically listed on contract drawings.
 - When a manufacturer is called out on the drawings, a location of the company should also be listed to aid the bidders in contacting the manufacturer for a price. At least three manufacturers should be listed with “Or Approved Equal” noted for those items where substitutions can be made in accordance with the Substitution clause in Division 1.
 - Do not say “Provided by Manufacturer” unless the item is being provided at no cost to the Contractor.

- If reference is made to “Applicable Codes,” then these codes should be indicated on the drawings or in the technical specifications.
- Reference Drawings or Reference Documents
 - Are part of the contract and listed in Division 1 of the Specifications.
 - Must show work required to be performed by the Contractor and must actually be referred to in either the contract drawings or technical specifications. Can be used for showing existing conditions without redrawing them on a contract drawing.
 - Carry the same status as contract drawings; Contractor is obligated to perform work shown just as for work shown on the contract drawings.
 - Must be legible and clearly show information that is pertinent to the contract.
- Available Documents
 - Not considered to be part of the contract.
 - Must not be referenced anywhere in the contract documents except listed in the Information for Bidders clause entitled “Available Documents.”
 - Provide information that is not essential for bidding or representative of existing conditions, but is information that might possibly be of use to bidders (e.g., soil boring data).
 - Should be readily available for bidders to come in and review them or can be transmitted with contract documents for the bidders’ convenience.

TECHNICAL SPECIFICATIONS (DIVISIONS 2 TO 16)

- All technical specifications noted on the drawings must be included in the Contract Book.
- All technical specifications referred to in other technical specifications must be included in the Contract Book if the referred technical specification is applicable to the work in the contract. If it is not applicable, the reference to that technical specification has to be deleted from the specification.
- All technical specifications in the Contract Book must apply directly to the work shown on the drawings. Do not include specifications for repair of damage caused by the Contractor, or for net cost work.
- Intentional conflicts must not exist between the drawings and technical specifications. Technical specifications are not to be edited, added to, or deleted from by notes on the drawings. If changes are made to a technical specification it becomes a Custom Specification (C Spec).
- On the list of Technical Specifications, do not include both long form and short form sections (Sections 03301 and 03302 for Portland Cement Concrete) or regular and narrow scope sections (Sections 02221 and 02222 for Excavation, Backfilling, and Filling).
- Certain technical specifications are only appropriate for specific types of work (e.g., Section 02050 Demolition and Disposal must only be used when an entire structure is demolished – not for partial removals to accommodate new construction and Section 02145 Dewatering must only be used for extensive dewatering operations since it requires inclusion of the instrumentation and monitoring specification).
- All custom specifications (C-Specs) require approval by the appropriate functional Principal Engineer (initialed to denote approval).
- All C-Specs must follow Construction Specifications Institute (CSI) format (3-part format), utilize standard Port Authority of NY & NJ terminology, and conform to the Port Authority of

NY & NJ standard technical specification template. Electronic Microsoft Word® files must be provided in order to store the C-Spec with the appropriate contract in the Contract Management System (CMS).

- ❑ Terminology on the drawings must match the terminology in the technical specifications (e.g., drawings may sometimes refer to “Class B Concrete,” which is no longer defined in the new Concrete Specifications).
- ❑ When a manufacturer is called out in the technical specifications, a location of the company and the telephone number should also be listed to aid the bidders in contacting the manufacturer for a price. At least three manufacturers should be listed with “Or Approved Equal” noted for those items where substitutions can be made in accordance with the Substitution clause in Division 1.

SOLE SOURCE/SOLE BRAND ITEMS

- ❑ Sole Source/Sole Brand items must be identified early in the design process and labeled with “No Substitutions Permitted” on the drawings and in the technical specifications.
- ❑ Use of Sole Source/Sole Brand items requires internal authorization signed by the Assistant Chief Engineer of Design if the item is under \$1 million or by the Chief Engineer if item is \$1 million or over.
- ❑ Sole Source items are only available from a single source. Sole Brand items are available from multiple sources. Sole Brand items do not require the price quote from the company to be distributed to bidders but do require the internal authorization memo issued by the Design Division.
- ❑ The Sole Source letter containing the price quote from the company must be in proper format and signed by an officer of the company or someone authorized to sign on behalf of the company. An authorization certification from the company must be provided as proof.
- ❑ The Sole Source letter is not part of the contract and is transmitted during the bid period via a Notice to Bidders, which instructs bidders to use the price quote in their proposals.
- ❑ The work required of the contractor relating to the Sole Source item must be detailed in the drawings and/or technical specifications and clearly differentiated from the work to be performed by the Sole Source entity through the Contractor. The purpose of the Sole Source letter is not to convey the distinction of work to the bidders or direct the work to be done; it is to provide a price for such work.
- ❑ Investigate the possibility that the Sole Source item might give unfair advantage to some bidders over others (e.g., if one of the bidders is the sole distributor of the item or the only one licensed to install hardware/software).
- ❑ Refer to Design Division Advisory Bulletin 10-01 for further Sole Source, Sole Brand information.

ITEMS REQUIRED FOR COMPLETING CONTRACT DOCUMENTS

- ❑ Distribution List with names and locations of review participants
- ❑ Completed Contract Questionnaire
- ❑ List and copies of contract drawings
- ❑ List of technical specifications including both standard and non-standard specifications
- ❑ Edited Appendices A submittals (from Submittal Management System)
- ❑ Electronic Microsoft Word files of all non-standard specifications
- ❑ List and copies of Available Documents – Those to be sent out to bidders should be noted

- ❑ List and copies of Reference Drawings or Documents
- ❑ Edited Division 1 - Maintenance of Traffic and Work Area Protection section
- ❑ Edited Division 1 - Conditions and Precautions, Airport Operations and Conditions, or PATH Operations and Conditions section, as applicable
- ❑ Sole Source/Sole Brand approval documentation
- ❑ Sole Source items quotation letters
- ❑ List of Classified Items, including estimated quantities and descriptions
- ❑ Signed-off MWDBE Participation Analysis with approved goals
- ❑ Hours of Work – Unrestricted whenever possible, unless operational constraints dictate otherwise
- ❑ Construction Staging Requirements and Time For Completion Milestones, if applicable
- ❑ List and copies of permits, access agreements, or other required approvals
- ❑ Materials Furnished by the Authority – Exact titles, quantities, and location of materials pick up
- ❑ Engineer's Estimate with list of Net Cost items and amounts
- ❑ Analysis of Bid signed off by Estimating Unit
- ❑ Bid Solicitation approvals (see [Bid Solicitation Documents](#))

BID SOLICITATION DOCUMENTS

Bid Solicitation	Documents
Publicly Advertised	Advertisement Form signed off by Senior Program Manager or designee. Allow 2 weeks for Advertisement to appear in ENR
M/W/SBE Set Aside	List of approved bidders generated for work category by Construction Management Division
Pre-Qualified List	Signed approval memo listing prequalified firms to be solicited for a particular contract
Other Methods (Mentor- Protégé, Publicly Advertised less than \$1 million, Set Asides greater than \$1 million, etc.)	Provide appropriate approval documentation as required

BID PERIOD PROCEDURES

- ❑ Bid period must be a minimum of 3 weeks or longer for complicated Contracts. For Work Order Contracts with no drawings, bid period can be 2 weeks.
- ❑ All extensions to bid dates must have Project Manager concurrence prior to issuance of bid date extension Addendum by the Contract Engineer.
- ❑ All bidders' questions are directed to the Procurement Department representative listed in the Contract Book. The Procurement Department representative will forward questions to the Contract Engineer to either answer directly or distribute accordingly to obtain the answers.
- ❑ All responses to bidders' questions must be through the Contract Engineer to the Procurement Department representative, unless the Procurement Department representative has forwarded the question to someone other than the Contract Engineer.
- ❑ All responses to bidders' questions must either refer to the answer in the Contract Documents if it exists or by issuance of Addendum by the Contract Engineer if Contract Documents require revision or clarification. Absolutely no information can be given to any bidder in response to a question unless it is issued by Addendum to all bidders. See contract clause entitled, "Questions By Bidders" excerpted below.

QUESTIONS BY BIDDERS

Questions by prospective bidders concerning the Contract may be addressed to Jessamma Vatakencherry, at (201) 395-3453 or email at jvataken@panynj.gov, who however is authorized only to direct the attention of prospective bidders to various portions of the Contract so that they may read and interpret such portions for themselves. Neither Jessamma Vatakencherry nor any other employee or representative of the Authority is authorized to give interpretations of any portion of the Contract or to give information as to the requirements of the Contract in addition to that contained in the Contract. Interpretations of the Contract or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum issued over the name of the Chief Engineer, which addendum shall be considered part of this Contract. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents, representatives or employees shall impair or limit the effect of the warranties of the Contractor contained in the clause of the Form of Contract entitled "Contractor's Warranties" or elsewhere in this

Contract. The provisions of this clause shall apply to questions addressed by prospective bidders both before and after their receipt of Contract Documents.

An Addendum is the only way to change the Contract Documents during the Bid Period. A Notice to Bidders transmits information to the bidders that is not part of the contract such as Sole Source letters, Available Documents, or Analysis of Bid.