

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

August 24, 2026

ADDENDUM NO. 4

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.306** – GEORGE WASHINGTON BRIDGE – REPLACEMENT OF BRIDGE TOWER TRANSFORMERS AND REHABILITATION OF ELECTRICAL DISTRIBUTION ROOMS

The following changes are hereby made in the Contract documents for the subject Contract.

This communication should be physically annexed (electronically) behind the last page of the Contract booklet 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

- Pages 30, 32 - Delete these pages in their entireties and substitute therefor new pages 30, 32 and 89 and 89 which are attached hereto and made a part hereof.
- Page 79 - Delete this page in its entirety and substitute therefor new pages 79 and 79A (2 pages) which are attached hereto and made a part hereof.

REVISED CONTRACT DRAWINGS

Drawings G003 and S001 have been revised as of 08/20/26. Copies of these drawings are forwarded herewith electronically (via email or download). Destroy the drawings of these numbers now in your possession and substitute therefor the revised drawings.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

M. Rizwan Baig, P.E.
Chief Engineer/Director

INITIALLED BY THE BIDDER:

FORM OF CONTRACT

CHAPTER I

GENERAL PROVISIONS

20. DEFINITIONS

To avoid undue repetition, the following terms whenever they occur in this Form of Contract or any of the other papers forming a part of the Contract shall be construed as follows:

"Contract" shall mean, in addition to this Form of Contract, the Information for Bidders, the Bid, 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.

The term "days" or "calendar days" in reference to a period of time shall mean consecutive calendar days, Saturdays, Sundays and holidays, included.

The term "business days" shall mean any day that is not a Saturday, a Sunday or any of the public holidays observed by the Authority from time to time.

The term "construction site" or words of similar import shall mean New Jersey and New York towers of the George Washington Bridge and the vicinities thereof in New Jersey and New York.

"Work" shall mean all structures, equipment, plant, labor, materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for or incidental to performing replacement of electrical transformers, concrete pads, conduits, cabling, structural steel, grating and fencing; removal of lead-containing paint; maintenance of traffic; and related Work at the New Jersey and New York towers of the George Washington Bridge and the vicinities thereof in New Jersey and New York and "performance of Work" and words of similar import shall mean the furnishing of such facilities and the doing of such things.

"Work required by the Contract Drawings and Specifications in their present form" or words of similar import shall include all Work required by the Specifications in their present form (whether or not shown upon the Contract Drawings), all Work shown upon the Contract Drawings in their present form (whether or not mentioned in the Specifications), and all Work involved in or incidental to the accomplishment of the results intended by the Specifications and Contract Drawings in their present form (whether or not mentioned therein or shown thereon).

"Lump Sum" shall mean the amount stipulated in the clause hereof entitled "General Agreement".

"Extra Work" shall mean Work required by the Chief Engineer, Chief of Construction, Engineer of Construction or Engineer pursuant to the clause hereof entitled "Extra Work Orders" which is in addition to that required by the Contract Drawings and Specifications in their present form.

"Contract Drawings" shall mean the Contract Drawings designated in the clause of the Specifications entitled "Contract Drawings" and, except as used in the phrase "Contract Drawings in their present form", shall include any future alterations and revisions of said drawings.

"Notice" shall mean a written notice.

Whenever used in reference to the Work or its performance, the following words, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required permitted, ordered, designated or prescribed by the Engineer; and "approved", "acceptable", "satisfactory" and words of similar import shall mean approved by or acceptable or satisfactory to the Engineer; and "necessary", "reasonable", "proper", "correct" and words of similar import shall mean necessary, reasonable, proper or correct in the judgment of the Engineer.

Whenever "including", "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

21. GENERAL AGREEMENT

The Contractor agrees to perform replacement of electrical transformers, concrete pads, conduits, cabling, structural steel, grating and fencing; removal of lead-containing paint; maintenance of traffic; and related Work at the New Jersey and New York towers of the George Washington Bridge and the vicinities thereof in New Jersey and New York and to furnish all structures, equipment, plant, labor, materials and other facilities and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the Contract Drawings and Specifications and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Authority, in full consideration for the performance by the Contractor of his duties and obligations under this Contract and the whole thereof, a compensation of:

(\$ _____) Dollars
Cents¹⁷

(throughout this Contract called the "Lump Sum"), and such compensation only, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation.

The enumeration in this Form of Contract and in the Specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Contract Drawings and Specifications, whatsoever Work may be required in addition to that required by the Contract Drawings and Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

¹⁷ For sales tax exemptions, see clauses entitled "Exemption from New Jersey Sales and Use Taxes" and "Exemption from New York State and New York City Sales Taxes".

SPECIFICATIONS

DIVISION 01

GENERAL PROVISIONS

81. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS

These Specifications relate generally to performing replacement of electrical transformers, concrete pads, conduits, cabling, structural steel, grating and fencing; removal of lead-containing paint; maintenance of traffic; and related Work at the New Jersey and New York towers of the George Washington Bridge and the vicinities thereof in New Jersey and New York.

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 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 01 of the Specifications, the requirement of Division 01 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.

Some Sections of the Specifications make cross references to construction specified in other Sections of the Specifications, including cross references intended to avoid duplication by the bidders in quoting prices and to point out some of the necessity for coordination. Such cross references are not intended to be complete or all inclusive, and the Contractor shall ascertain for himself both the nature and the extent of all construction which may be related to that under each Section of the Specifications whether or not expressly referred to.

Some Sections of the Specifications contain a general description of the construction under such Sections. Such description is merely a very general one and is not intended to outline the construction required by the Specifications and Contract Drawings. Accordingly, such description shall be construed as in aid of and supplemental to, but in no case limiting, impairing or decreasing, the requirements elsewhere set forth with respect to the construction to be performed.

The Contractor's compensation for all construction whatsoever referred to in the Specifications and Contract Drawings in their present form, even though the need for certain items of such construction may be contingent upon future occurrences or determinations or upon other circumstances, shall be deemed to be included in the price(s) quoted by the Contractor in the Form of Contract unless the Specifications or Contract Drawings expressly state that compensation in addition to such price shall be payable for such items of construction. The express statement in some cases to the effect that certain construction shall be without additional cost to the Authority shall not impair the application of this paragraph in other cases.

The distribution of various parts of the construction among the Divisions and Sections of the Specifications or among the Contract Drawings is not intended as a representation of the most effective or logical method of organizing, scheduling, or subcontracting the construction, and the Contractor shall ascertain for himself how to do so unless otherwise expressly prescribed in this Contract.

The Authority shall be entitled to all returned premiums, dividends and credits which may become payable at any time for any reason whatsoever in connection with the aforementioned insurance. The Contractor hereby assigns to the Authority all such returned premiums, dividends and credits and the subcontractors shall be deemed to have assigned to the Authority all such returned premiums, dividends and credits by becoming subcontractors under this Contract. The Contractor shall execute and cause the subcontractors to execute any instrument necessary or convenient to evidence the Authority's right to such returned premiums, dividends and credits.

Notwithstanding any payment by the Authority of any insurance premiums, the Authority shall not be deemed the employer of any employees hired by the Contractor or any subcontractor covered by such insurance nor shall it be liable for any of the obligations of such employer.

The Contractor and the subcontractors shall cooperate to the fullest extent with the Authority in all matters relating to the aforementioned insurance and shall comply with all requirements of all insurance policies procured by the Authority. They shall also at their own expense furnish the Engineer or a duly authorized representative with copies of all payrolls, correspondence, papers, records and other things necessary or convenient for dealing with or defending against any claims and for procuring or administering the aforementioned insurance including furnishing the name of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

69. INSURANCE PROCURED BY CONTRACTOR

The Contractor, and all subcontractors, shall maintain and pay the premiums on the policy or policies of insurance for coverage(s) as hereinafter described, which shall cover their operations hereunder, shall be effective throughout the effective period of this Contract, and shall afford coverage(s) in not less than the amounts set forth below:

- A. Commercial Automobile Liability Insurance: covering "any" vehicles on the broadest commercially available form:
 - 1.) Combined single limit for bodily injury and property damage liability - \$2 million per each accident.
 - 2.) Hazardous/contaminated waste transportation insurance shall be provided by any Contractor or subcontractor hauling hazardous/contaminated waste with a limit of \$5 million each occurrence.

- B. Environmental Liability Insurance:

The Contractor shall procure and maintain in force an Environmental Liability Insurance Policy covering the Contractor's pollution legal liability, including cleanup, with limits not less than \$5 million per occurrence for bodily injury and property damage tailored to the specific exposures as they relate to the Work of this Contract. The policy will be in effect commencing on or about the date of the Authority's acceptance of the Contractor's Bid.

Such policy and any certificate of insurance submitted hereunder in relation to such policy shall (i) be expressly endorsed for each Authority facility under this Contract and each transfer location, travel route and material disposition location selected by the Contractor, (ii) state that claims disputes and coverage shall be litigated in United States courts having jurisdiction, and not be limited to arbitration, and (iii) acknowledge the Contractor's disclosure to the insurance carrier that the material may be considered a hazardous substance/waste under applicable law including, but not limited to, RCRA and/or CERCLA and/or the Toxic Substance Control Act (TSCA). It should be noted that the substances may be considered "hazardous" under CERCLA, but not necessarily "hazardous" under RCRA and that such materials if RCRA "hazardous" would require a manifest and disposal certificate under RCRA at a Subtitle C hazardous waste disposal facility. A copy of this Contract, including all schedules and documents attached hereto, shall be provided to the insurance carrier.

C. Lead Abatement Liability Insurance

The Contractor shall procure Lead Abatement Liability Insurance, on an occurrence basis, with a limit of liability of \$5 million/occurrence. The policy shall include coverage for environmental cleanup on land and on water. The policy shall be endorsed to include coverages for premises-operation, products-completed operations (for 2 years after the completion of the Contract), broad form property damage, independent contractors, personal injury, blanket contractual liability. The policy shall not contain a sunset provision, commutation clause, or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable to the Authority, unless full disclosure is made to the Authority prior to any consideration being given. The liability of the Contractor shall not be limited in any manner to the provision of coverages of applicable limits of liability contained within any section of the Contract. The Authority shall be provided a waiver of subrogation.

The policy shall provide transportation coverage for the hauling of lead-based material from the construction site to the final disposition location. Deductibles shall not reduce the limit of liability. The policy shall have coverage for cross-liability/severability of interest. The policy form must "pay on behalf of" rather than "indemnify the insured". The Contractor's insurance shall be primary insurance as respects the Authority, its representatives, officials and employees. Any insurance or self-insurance maintained by the Authority shall be excess of this insurance and shall not contribute with it. The policy shall provide pollution coverage as respects lead-based paint for all phases of the abatement process. The policy shall not contain any provision or definition that would serve to eliminate third party over-claims, including exclusions of the premises owner. The policy must be modified to include, "The insolvency or bankruptcy of the insured or of the insured's estate will not relieve the insurance company of its obligations under this policy".

In addition, the liability policy(ies) shall name the Port Authority of New York and New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insureds. The liability policy(ies) and the certificate(s) of insurance shall contain separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the Contract and include any warrantee/guarantee period and any maintenance period. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. The policy(ies) shall include a waiver of subrogation where specified.