

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

June 30, 2021

ADDENDUM NO. 8

TO PROSPECTIVE BIDDERS ON CONTRACT **EWR-154.384** – NEWARK LIBERTY INTERNATIONAL AIRPORT – TERMINAL A REDEVELOPMENT PROGRAM – AIRSIDE UTILITIES AND PAVING NORTH – PARTIAL DECONSTRUCTION OF TERMINAL A

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 iv – Delete the entire page and substitute therefor new Page iv which are attached hereto and made a part hereof.
- Page 194 – Delete the entire page and substitute therefor new Pages 194 through 194B (three pages) which are 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:

81. INVALID CLAUSES	117
82. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES.....	117
83. SERVICE OF NOTICES ON THE CONTRACTOR.....	117
84. MODIFICATION OF CONTRACT	118
85. PUBLIC RELEASE OF INFORMATION	118
PERFORMANCE AND PAYMENT BOND.....	119
ACKNOWLEDGMENT	122
SPECIFICATIONS	123

DIVISION 01 - GENERAL PROVISIONS

86. CONSTRUCTION REQUIRED BY THE SPECIFICATIONS.....	123
87. AVAILABLE PROPERTY	124
88. CONSTRUCTION SITE SECURITY REQUIREMENTS	125
89. MATERIALS FURNISHED BY THE AUTHORITY	128
90. OPERATIONS OF OTHERS	128A
91. LABOR ACTIONS.....	129
92. CONTRACTOR'S MEETINGS	129
93. CONTRACT DRAWINGS.....	129
94. REFERENCE DRAWINGS	170
95. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	177
96. BUILDING INFORMATION MODELING REQUIREMENTS.....	181
97. SUBSTITUTION.....	183
98. WORKMANSHIP AND MATERIALS	184
99. INSPECTIONS AND REJECTIONS.....	186
100. MANUFACTURERS' CERTIFICATION.....	187
101. NO RELEASE OF CONTRACTOR	188
102. ERRORS AND DISCREPANCIES.....	188
103. DIFFERING SUBSURFACE CONDITIONS.....	188
104. ACCIDENTS AND FIRST AID PROVISIONS	189
105. SAFETY PROVISIONS	189
106. RECYCLING OF CONSTRUCTION DEBRIS MATERIAL	190
106A AIR QUALITY PROTECTION.....	191
107. DIESEL-POWERED EQUIPMENT.....	191EE
107A. SUSTAINABILITY REQUIREMENTS.....	194
108. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS.....	194B
109. LAWS AND ORDINANCES.....	195
110. EQUIPMENT INFORMATION SUBMITTALS.....	195
111. SIGNS.....	196

- c. The excessive costs required to satisfy the clause, undue burden on the Contractor, marginal benefits or other relevant factors.
 - d. Other factors at the discretion of the Engineer.
- 2.) Waiver Requests shall include the following:
- a. Name of entity applying for the waiver.
 - b. Contract number and title.
 - c. Owner of equipment's name, address, telephone number and contact person familiar with the operation and maintenance of the equipment and the emission control technologies, whether owner is the Contractor, subcontractor or rental firm.
 - d. Number, type, make, year of manufacture, manufacturer and serial number.
 - e. Engine type, make, horsepower rating, year of manufacture and serial number.
 - f. Approximate fuel consumption rate per shift.
 - g. Anticipated function, duration of use, and days and hours of operation.
 - h. Technical explanation of safety hazard, mechanical constraint, warranty, limited availability, or functionality issues cited as basis for waiver.
 - i. Written documentation from engine manufacturers, or rental companies, as appropriate, supporting the stated reasons for the waiver; for waivers based upon the unavailability of specified equipment, the Contractor shall provide documents from more than one supplier.
 - j. Written documentation from more than one fuel supplier regarding the availability of B5 biodiesel blends. The Engineer will have the opportunity to confirm local availability of these fuels and deny waivers accordingly.
 - k. If applicable, documentation of previous waivers granted by the Authority. Such waiver is valid for 6 months from the date it was issued.
- 3.) Review of Waiver Application
- The Engineer will make a determination whether to approve a Waiver Request no later than 10 days after receipt of a complete waiver request submittal. Incomplete submittals will not be considered. In such approval, the Engineer may impose less stringent standards on the equipment subject to such waiver.

107A. SUSTAINABILITY REQUIREMENTS

A. Definitions

Definitions included in the "LEED Version 4 for Building Design and Construction" (LEED v4 BD+C) Reference Guide and online amendments apply to this Section, including the following:

- 1.) Construction Indoor Air Quality (IAQ) Management Plan: Plan developed by the Contractor to provide a healthy indoor environment for workers and building occupants during construction.

B. General Requirements

The Contractor and his subcontractors and suppliers shall comply with the requirements of Divisions 01 through 48 of the Specifications and the Contract Drawings for demonstrating compliance with the Authority's "Sustainable Design Guidelines - Part 1: Sustainable Building Guidelines" (SBG). The SBG may be obtained on the Authority's website through the following link:

<https://www.panynj.gov/port-authority/en/business-opportunities/engineering-available-documents.html>

The SBG incorporates by reference the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) green building rating system. Where LEED requirements are referenced herein, it shall mean LEED v4 BD+C. The requirements for certain LEED credits and their associated prerequisites depend on the Contractor's selected compliance path and the Contractor's product selections, and may not be specifically identified in the Contract Documents as Authority SBG requirements. Compliance with SBG requirements will be evaluated by the Engineer when reviewing Contractor submittals and substitution requests.

Furnish and install temporary HEPA filter air scrubbers as required to maintain indoor air quality in accordance with the IAQ Management Plan. Refer to additional requirements as described below.

C. Sustainability Submittals

The Contractor shall submit the following information to the Engineer, in compliance with Divisions 02 through 48 of the Specifications, and in accordance with the Section of Division 01 GENERAL PROVISIONS entitled "Shop Drawings, Catalog Cuts and Samples":

- 1.) Sustainable Construction Action Plan: 30 days prior to commencement of Work at the construction site, the Contractor shall submit a Sustainable Construction Action Plan, consisting of the following:
 - a. Construction Indoor Air Quality (IAQ) management plan: Plan must meet or exceed the recommendations of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "IAQ Guidelines for Occupied Buildings Under Construction".
 - b. Temporary Air Filter Unit and Air Scrubber Information:
 - (i) Performance capacities of the equipment.
 - (ii) Shop drawings showing the location of the temporary HVAC equipment and electrical connection to the existing electrical power supply, including cable routing, cable size and type, and fuse size.
- 2.) Sustainable Project Progress Reports: Concurrent with each monthly payment request, submit reports comparing actual construction and purchasing activities with Sustainable Construction Action Plan.
 - a. Construction IAQ Management Plan.
 - (i) Field inspection reports
 - (ii) Product data for temporary filtration media.
 - (iii) Product data for filtration media used during occupancy.

- (iv) Six photographs at three different times during the construction period, along with a brief description of the SMACNA approach employed, documenting implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials.
- (v) Filter Replacement Log: Maintain a current and accurate log of filter replacements per air handling unit for the duration of the Work.

D. Sustainability Materials, Products and Procedures Requirements

- 1.) EQ Credit - Construction Indoor Air Quality Management Requirements: Smoking is not permitted within the building or within 25 feet of entrances, operable windows or outdoor-air intakes.

Comply with SMACNA's "SMACNA IAQ Guideline for Occupied Buildings under Construction".

- a. If the Engineer authorizes use of permanent heating, cooling and ventilating systems during construction, furnish and install MERV 8 filter media at each return-air inlet for the air-handling system used during construction.
- b. Replace air filters immediately prior to occupancy.
- c. Air scrubber equipment shall be portable, self-contained and electrically operated, with HEPA filter. Equipment shall be as manufactured by Abatement Technologies, Novatek or approved equal. Operate the equipment as needed to maintain indoor air quality in accordance with the Environmental Contract Drawings. Furnish and install all required materials and equipment and perform all required installation Work, including regular replacement of filters. The temporary HVAC equipment shall be operated and maintained by the Contractor at no additional cost to the Authority until all Work is complete.
- d. It is permissible for the Contractor to use electrical power supplied by existing systems for the purposes of providing power to temporary mechanical equipment, in accordance with the Section hereof entitled "Temporary Utility Services". Use of power supplied by existing systems shall be limited to temporary equipment that is 120V/1phase with 1500W maximum rated power. Temporary equipment with larger power ratings or other voltages shall only be powered by temporary power systems furnished and installed by the Contractor, and as noted in the Electrical Contract Drawings.

108. DAILY PROGRESS, EQUIPMENT AND LABOR REPORTS

The Contractor shall furnish to the Engineer at the end of each day Work is performed at the construction site, a memorandum showing for that day (a) the construction performed, (b) the type of equipment used identifying each piece of equipment as owned by the Contractor or rented from others; (c) a statement of any unusual happening that occurred, and (d) the names and number of workers in each trade classification that were employed. Such memorandum shall not be deemed to be a substitute for the notices, time slips, memoranda or other data required under the clauses of the Form of Contract relating to compensation for Extra Work, nor shall such memorandum be deemed to be a substitute for the daily log required by the Section(s) of the Specifications pertaining to asbestos removal.