

Torres Rojas, Genara

FOIA# 12155

From: Jmeinberg@appliedultrasonics.com
Sent: Tuesday, February 22, 2011 10:07 AM
To: Van Duyne, Sheree
Cc: Torres Rojas, Genara
Subject: Freedom of Information Online Request Form

Information:

First Name: John
Last Name: Meinberg
Company: UIT, LLC dba Applied Ultrasonics
Mailing Address 1: 5871 Old Leeds Road
Mailing Address 2:
City: Irondale,
State: AL
Zip Code: 35210
Email Address: Jmeinberg@appliedultrasonics.com
Phone: 205-503-4902
Required copies of the records: Yes

List of specific record(s):
The low bid document for contract GWB-244.022



THE PORT AUTHORITY OF NY & NJ

*Sheree Van Duyne
Acting FOI Administrator*

February 24, 2011

Mr. John Meinberg
UIT, LLC dba Applied Ultrasonics
5871 Old Leeds Road
Irondale, AL 35210

Re: Freedom of Information Reference No. 12155

Dear Mr. Meinberg:

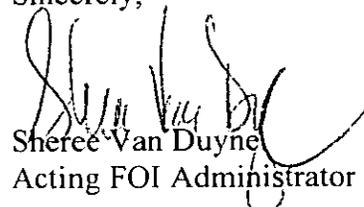
This is a response to your February 22, 2011 request, which has been processed under the Port Authority's policy on Freedom of Information (the "Policy," copy enclosed) for a copy of the low bid document for Contract No. GWB-244.022.

Material responsive to your request and available under the Policy, which consists of 25 pages, will be forwarded to your attention upon receipt of a photocopying fee of \$6.25 (25¢ per page). Payment should be made in cash, certified check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (1) of the Policy.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Sincerely,


Sheree Van Duyne
Acting FOI Administrator

Enclosure

225 Park Avenue South
17th Floor
New York, NY 10003
T: 212-435-7348 F: 212-435-7555

AMERICAN BRIDGE COMPANY

THE PORT AUTHORITY OF NY & NJ

12

CB04244022
PQL

F.F.
S.A.A.
HNTB/PTG

GEORGE WASHINGTON BRIDGE

MAIN SPAN UPPER LEVEL STRUCTURAL STEEL
REHABILITATION

CONTRACT GWB-244.022

SEPTEMBER 2010

This proposal is not complete unless bidder's
Signature appears on page 25

- 5.) Fill in below the name and address of the bidder's chief banking representative handling the bidder's account.

Banking Institution: PNC Bank
 Address: Three PNC, 225 Fifth Avenue
Pittsburgh, PA 15222
 Bank Representative: Scott Colcombe, CCM
 Telephone Number: 412-762-2149

- 6.) Fill in below the bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes); the bidder's Dun and Bradstreet number, if any; the name of any other credit service to which the bidder has furnished information and the number, if any, assigned by such service to the bidder's account.

Federal Employer Identification No.

18-062-0254

Dun and Bradstreet No.

Other Credit Service

Account No

- D. The Form of Contract bound herewith, with the bidder's prices inserted in the clauses thereof entitled "Unit Prices" and "Contractor's Compensation". The prices must be given both in figures and in writing and, in case of discrepancy, the writing shall control. The unit prices must be extended and totaled. The Estimated Total for Classified Work and the Lump Sum must be entered in the recapitulation and totaled. In addition, bidders shall complete the table in the clause of Information for Bidders entitled "Comparison of Proposals", filling in all spaces and compute the Total. One copy of each addendum, if any, issued during the bidding period shall be initialled and attached to the Proposal, but any Proposal submitted without such addendum initialled and attached will nevertheless be construed as though such addendum had been initialled and attached.
- E. The bidder's analysis of bid filled in on the form furnished herewith. The Contractor will be required to furnish a more detailed analysis of bid at a later date in accordance with the requirements of the Section of Division 1 of the Specifications referring to the Analysis of Bid.

16. COMPARISON OF PROPOSALS

Proposals will be compared on the basis of the total of the following amounts inserted by the bidder and referred to as the "Total":

	Figures ³
A. The amount equal to the Lump Sum for Unclassified Work inserted by the bidder in "A" of the clause entitled "Contractor's Compensation" plus;	A. \$ <u>64,200,000.00</u>
B. An amount equal to the Estimated Total for Classified Work	B. \$ <u>4,052,000.00</u>
C. An amount equal to the percentage inserted by the bidder in "C" of the clause entitled "Contractor's Compensation" expressed to four decimal places times 8,860,000 <u>12.00</u> % x 8,860,000	C. \$ <u>1,063,200.00</u>
D. An amount equal to 8,860,000	D. <u>8,860,000</u>
TOTAL ⁴	\$ <u>78,175,200.00</u>

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 PRODUCEMENT

³ In case of discrepancy between amounts inserted in this Summary and the amounts in the clause entitled "Contractor's Compensation", the amounts given in such clause shall control.

⁴ Such "Total" shall be computed by adding the amounts in A, B, C and D above whether or not such amounts are correctly shown in the Contractor's Proposal.

Such "Total" is for the purpose of facilitating the comparison of Proposals and of computing damages in the event of default by the successful bidder in the agreement created by the acceptance of his Proposal.

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned⁵

American Bridge Company is a corporation organized under the laws of the State of Delaware.

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at the prices inserted by the undersigned in the clauses of the Form of Contract entitled "Unit Prices" and "Contractor's Compensation".

This offer shall be irrevocable for one hundred twenty (120) days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

⁵ Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:

If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____."

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.

CHAPTER II

COMPENSATION AND PAYMENTS

24. CONTRACTOR'S COMPENSATION²³

The Contractor's entire compensation under the Contract shall be the sum of the following amounts:

A. An amount equal to the actual Total for Classified Work computed by the Engineer from the actual quantities of the Work performed.

B. An amount representing the Lump Sum For Unclassified Work of
_____ \$64,200,000 Dollars
_____ No Cents

(amount written in words)

(\$ Sixty-Four Million, Two Hundred Thousand Dollars)²⁴
(amount written in figures) and No/100

An amount equal _____ twelve _____ percent²⁵

C. (Percentage written in words)

(_____ 12 _____)%

(Percentage written in figures)

of the amount of the Net Cost of the Work as identified in D. below.

D. An amount equal to the Net Cost of the Work computed by the Engineer in accordance with the clause entitled "Net Cost".

E. The following amounts:

- 1.) Amounts to be computed in accordance with the clause entitled "Compensation for Extra Work".
- 2.) Amounts other than those specified in this clause that are specifically provided for elsewhere in this Contract setting forth actual defined additions to or deductions from such compensation.

²³ In addition to the insertions hereof, fill in the table and perform the computations stipulated in the clause of the Information for Bidders entitled "Comparison of Proposals".

²⁴ Insert the amount written in words and figures. In case of discrepancy between the amount written in words and the amount written in figures, the amount written in words shall control.

²⁵ Insert the percentage in numbers and in writing to two decimal places (e.g., Eight and No Hundreths Percent - 8.00%). In case of discrepancy between percentages quoted in writing and those quoted in figures, the writing shall control.

I. SCHEDULE OF UNIT PRICES FOR CLASSIFIED WORK				
Item No.	Estimated Quantities	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts ²⁶
1	2,600 TONS	ROSPHALT 50 ASPHALT CONCRETE MIX, PER TON. <u>ONE THOUSAND</u> DOLLARS <u>ZERO</u> CENTS	1000.00	2,600,000.00
2	24,000 SY	BOND COAT, PER SY <u>FIVE</u> DOLLARS <u>ZERO</u> CENTS	5.00	120,000.00
3	110,000 LF	ROYSTON 120-29 EDGE SEALER, PER LINEAR FOOT. <u>ONE</u> DOLLARS <u>ZERO</u> CENTS	1.00	110,000.00
4	250 TONS	ROAD SCIENCE, LLC BRIDGE DECK ASPHALT PAVING MIX, PER TON. <u>ONE THOUSAND</u> DOLLARS <u>ZERO</u> CENTS	1000.00	250,000.00
5	75,000 SF	ASPHALT CONCRETE PATCH ON BRIDGE SPAN, PER SQUARE FOOT. <u>TWELVE</u> DOLLARS <u>ZERO</u> CENTS	12.00	900,000.00
6	8 EACH	MOBILIZATION OF MILLING MACHINE, PER EACH. <u>FOUR THOUSAND, FIVE HUNDRED</u> DOLLARS <u>ZERO</u> CENTS	4,500.00	36,000.00
7	8 EACH	MOBILIZATION OF PAVING MACHINE, PER EACH. <u>FOUR THOUSAND, FIVE HUNDRED</u> DOLLARS <u>ZERO</u> CENTS	4,500.00	36,000.00
ESTIMATED TOTAL FOR CLASSIFIED WORK ²⁷				4,052,000.00

²⁶ The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

²⁷ The Estimated Total for Classified Work shall be computed by totaling the amounts inserted in the "Amounts" column.

GWB-244.022

16. COMPARISON OF PROPOSALS

Proposals will be compared on the basis of the total of the following amounts inserted by the bidder as referred to as the "Total":

	Figures ³
A. The amount equal to the Lump Sum for Unclassified Work inserted by the bidder in "A" of the clause entitled "Contractor's Compensation" plus;	A. \$ <u>107,094,554</u>
B. An amount equal to the Estimated Total for Classified Work	B. \$ <u>7,705,446</u>
C. An amount equal to the percentage inserted by the bidder in "C" of the clause entitled "Contractor's Compensation" expressed to four decimal places times 8,860,000 <u>15</u> % x 8,860,000	C. \$ <u>1,329,000</u>
D. An amount equal to 8,860,000	D. <u>8,860,000</u>
TOTAL⁴	\$ <u>124,989,000</u>

Els 11/3/10

³ In case of discrepancy between amounts inserted in this Summary and the amounts in the clause entitled "Contractor's Compensation", the amounts given in such clause shall control.

⁴ Such "Total" shall be computed by adding the amounts in A, B, C and D above whether or not such amount are correctly shown in the Contractor's Proposal.

Such "Total" is for the purpose of facilitating the comparison of Proposals and of computing damages in the event of default by the successful bidder in the agreement created by the acceptance of his Proposal.

ANALYSIS OF BID

PROJECT GWB - Main Span Upper Level Structural Steel Rehabilitation

THE PORT AUTHORITY OF NY & NJ

BID DATE 11-3-2010

SHEET 1 of 2

THIS IS NOT PART OF THE CONTRACT

CONTRACT NO. **GWB-244.022**

CONTRACTOR

Unit No.	Descriptions ⁽¹⁾	Quantity	Unit ⁽²⁾	Unit Price	Amount
1	General Conditions	1	LS	16,000,000.00	16,000,000.00
2	Maintenance of Traffic	1	LS	8,000,000.00	8,000,000.00
3	Remove Asphalt Concrete (Lanes 1, 3, 5, 7)	19,300	SY	71.00	1,370,300.00
4	Replace Roadway Sensor	1	LS	198,000.00	198,000.00
5	Disposal of Existing Deck Panels	43,111	SF	6.00	258,666.00
6	Store Existing Deck Panels/Truck New Panels to Work Site	43,111	SF	8.00	344,888.00
7	Fabrication, Paving and Storage of New Deck Panels	5,287,000	LB	2.25	11,895,750.00
8	Demolition of Existing Deck and Replacement with Prefabricated Deck Panels	43,111	SF	245.00	10,562,195.00
9	Field Drill Holes in Existing Structural Steel	71,750	EA	47.00	3,372,250.00
10	Peening of Rib to Secondary Subfloorbeam Welds	26,240	EA	80.00	2,099,200.00
11	Curb Angle and Plate Removal - Routine Repair 1	648	LF	50.00	32,400.00

1. Separate and list all items or operations of work included in your estimate in accordance with Specifications.

When listing subcontracts, the prime contractor will have each subcontractor complete an analysis of bid form.

2. Unit of measure, i.e., SF, CY, Bbls, Pcs, Ea., etc.

3. Include all charges, such as moving on site, removal, rental, etc.

4. In case of conflict between information hereon (whether supplied by the Authority or the bidder) and the terms or prices contained or inserted in the Contract Booklet or Contract Drawings, said Booklet and Drawings shall control.

5. The Analysis of Bid is not part of the contract. No information hereon (whether supplied by the Authority or the bidder) and no information deduced from information hereon, including quantities of materials or work, shall be deemed to vary, alter or modify any provision of the Contract, including provisions therein as to compensation and performance. The unit prices contained hereon serve the sole purpose of informing Port Authority as to components of the bidder's price quoted in the Contract. The items of materials or work contained hereon shall not be deemed to be an exhaustive list of the items of materials or work required by the Contract Drawings and Specifications in their present form.

ANALYSIS OF BID

PROJECT GWB - Main Span Upper Level Structural Steel Rehabilitation

THE PORT AUTHORITY OF NY & NJ

BID DATE 11-3-2010

SHEET 2 OF 2

THIS IS NOT PART OF THE CONTRACT

CONTRACT NO. GWB-244.022

CONTRACTOR _____

Unit No.	Descriptions ⁽¹⁾	Quantity	Unit ⁽²⁾	Unit Price	Amount
12	Curb Line Angle Replacement	264,297	LB	7.00	1,850,079.00
13	Installation of Rib Clamp Plates - Priority Repair 4	45,861	LB	10.00	458,610.00
14	Remove and Dispose Existing Scuppers & Pipes, Install Cast Steel Cover Plates and New Scuppers with Pipes	1	LS	5,000,000.00	5,000,000.00
15	Replacement of End X-frames and Lateral Bracing Gusset Pl's	173,546	LB	7.00	1,214,822.00
16	Joint Sealant Along Curb/Deck Joints & Paving Strip	41,500	LF	2.50	103,750.00
17	Priority Repairs # 11, 18, 21, 25, 9, 15, 24, 12, 30, 5, 10	1	LS	184,326.00	184,326.00
18	Routine Repairs # 1, 46, 52, 55, 88, 59, 70, 63, 67, 77, 78, 87, 54, 56, 57, 85, 83, 53, 64, 82, 12, 28, 30, 31, 39, 44	1	LS	304,764.00	304,764.00
19	Electrical Work	1	LS	950,000.00	950,000.00
	Total Lump Sum				64,200,000.00

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

November 1, 2010

ADDENDUM NO. 10

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE – MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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 Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOK

Page 319 - Delete the text of subparagraph 2.02 E. 11. in its entirety and substitute therefor the following:

Fabricate a prototype for installation in the field, one four-lane 44- foot wide roadway width joint between curb line and median barrier, to demonstrate the constructability and achievement of the required tolerances for deck replacement panel. Incorporate all lessons learned from the field prototype prior to mass production, subject to the approval of the Engineer.

The installed field prototype may be left in place if its fabrication and installation meet all the requirements specified on the Contract Drawings and Specifications for the permanent installation, as determined by the Engineer.

REVISED CONTRACT DRAWING

The following Contract Drawing has been revised as of October 29, 2010. Destroy the drawing of this number now in your possession and substitute therefor the revised drawing:

<u>Drawing No.</u>	<u>Title</u>
G005	General Notes Sheet 2 of 3

GWB-244.022
Addendum No. 10

- 2 -

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Chief Engineer

INITIALED BY THE BIDDER:

LGF

PROCESSED
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THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

October 29, 2010

ADDENDUM NO. 9

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE - MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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 Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

REVISED CONTRACT DRAWING

The following Contract Drawing has been revised as of October 28, 2010. Destroy the drawing of this number now in your possession and substitute therefor the revised drawing:

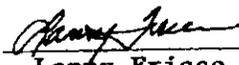
<u>Drawing No.</u>	<u>Title</u>
S028	Typical Deck Panel Replacement Details Sheet 1 of 4

2010 NOV -3 PM 2:51
PROCUREMENT

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALED BY THE BIDDER:


Lanny Frisco,
Sr. Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

October 27, 2010

ADDENDUM NO. 8

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE – MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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 Proposal will nevertheless be
construed as though this communication had been so physically annexed and initialed.

REVISED CONTRACT DRAWING

The following Contract Drawing has been revised as of October 26, 2010. Destroy the drawing of this
number now in your possession and substitute therefor the revised drawing:

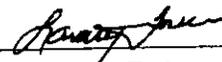
<u>Drawing No.</u>	<u>Title</u>
S052	Priority Repair 4 And Weld Peening Details

PROCUREMENT
NOV - 3 PM 2:51

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALLED BY THE BIDDER:



Lanny Frisco,
Sr. Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

October 19, 2010

ADDENDUM NO. 7

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE - MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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 Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOK

- Page 147 - In the first line of subparagraph A.1.) f. of Section 110. Hours of Work (issued by Addendum No. 6), delete "Simultaneous" without substitution.
- Page 307 - Delete Page 307 in its entirety and substitute therefor revised Page 307 attached herewith and made a part hereof.
- Page 320 - After 3.03 2., insert the following:

PART 4. ADJUSTMENTS TO CONTRACT COMPENSATION

4.01 ADJUSTMENT TO CONTRACT COMPENSATION FOR CHANGES IN THE
INDEX PRICE OF STEEL

- A. General
Adjustments to Contract compensation will be made for changes in material costs that are directly affected by fluctuation in prices of steel products in accordance with this Section and as determined by the Engineer. If the Contractor elects to accept a price adjustment as per this Section, compensation will be decreased accordingly if the prices of steel products decrease. Both extra and credit price adjustments will be made based on actual, reasonable and verifiable changes in excess of five percent (5%) in material costs.

- B. Definitions:
1. Steel products shall be limited to bolting steel [open rib] orthotropic deck panels, connection angles and connection plates.
 2. Benchmark Steel Index (BI). Value of the Producer Price Index (PPI) for bolting steel [open rib] orthotropic deck panels, connection angles and connection plates from USDOL, Bureau of Labor statistics (BLS), for the month of receipt by the Contractor of the acceptance of his Proposal.
 3. Monthly Steel Index (MI). Value of the Producer Price Index (PPI) for bolting steel [open rib] orthotropic deck panels, connection angles and connection plates from USDOL, Bureau of Labor Statistics (BLS), for the month of material purchase, invoice or acquisition.
 4. Material Price Bid (PB). Material price including contingencies and anticipated escalation included in the Contractor's Proposal.
 5. Invoice Material Price (PC). Actual material price at time of purchase, invoice or acquisition.
- C. Price adjustments will be applied to material cost changes that occur between the date of receipt by the Contractor of the acceptance of his Proposal and the date material is purchased/invoiced by the Contractor. No price adjustments will be made for any material purchased by the Contractor prior to the date of receipt by the Contractor of the acceptance of his Proposal.
- D. The Contractor shall submit to the Engineer cost documentation records for steel products listed above. The cost documentation records shall demonstrate the increase in material costs to the satisfaction of the Engineer. Price adjustments will not be paid to the Contractor unless the Engineer has reviewed and approved the cost documentation records submitted by the Contractor. If the Contractor elects not to submit the required cost documentation records, no price adjustments upwards will be applied. Downward price adjustments may be applied by the Engineer, if applicable.
- E. Cost documentation records for steel products to be submitted to the Engineer by the Contractor shall include, but not be limited to, material prices quotes and invoices. The Contractor shall certify that the submitted material price quotes are the actual original quoted prices utilized in the computation of the Contractor's Proposal. The submitted invoices shall include but not be limited to raw materials and mill surcharges and the price per unit weight. Freight charges and other non-material costs will not be included in the determination of price adjustments. The submitted invoices shall be subject to audit verification.

F. Percent Change

The percent changes will be determined as follows:

$$\text{Invoice Percentage Change} = \frac{(\text{PC}-\text{PB})}{\text{PB}} \times 100$$

$$\text{Index Percentage Change} = \frac{(\text{MI}-\text{BI})}{\text{BI}} \times 100$$

G. Price adjustments

1. The minimum price adjustments for this Contract are \$5000. If the index percentage change does not exceed 5%, no adjustments will be made for materials purchased, invoiced and acquired that month. To allow for multiple adjustments for varying quantities at different times, the index percentage will be determined for a given quantity using the month that the largest value of materials were purchased, invoiced or acquired. The Invoice Percentage Change will be compared to the Index Percentage Change.

If the Invoice Percentage Change is less than or equal to the Index Percentage Change, an Invoice Price Adjustment will be made, where:

$$\text{Invoice Price Adjustments} = (\text{PC}-\text{PB}) \times 0.95$$

If the Invoice Percentage Change is greater than the Index Percentage Change by 5% or less, an Invoice Price Adjustment will be made, where:

$$\text{Invoice Price Adjustment} = (\text{PC}-\text{PB}) \times 0.95$$

If the Invoice Percentage Change is greater than the Index Percentage Change by more than 5%, the Adjustment will be limited to an index Based Price Adjustment, where:

$$\text{Invoice Price Adjustments} = [(\text{MI}-\text{BI})/\text{BI}] \times \text{PB}$$

2. Price adjustment will be based on the Invoice Price Adjustment and limited by the Index Price Adjustment specified above. No payment will be made for labor, equipment, overhead or profit.

- 3. The monthly index is listed as preliminary for 4 months after initial publication. Prior to the issuance of the Certificate of Final Completion, the Engineer will make final revision to the adjustment based on revised data. If the Engineer determines that all Work of the Contract is complete, preliminary index values as posted by the BLS may be used in place of final values. If a preliminary value is not posted for a given month or months, the preliminary value will be the average of the preceding and following months that are posted.

If a final value is not posted for a given month or months, the final value will be determined from the average annual value, if possible, or will be the average of the preceding and following months that are posted.

If a revision to the material quantity is made in a subsequent or final estimate, an appropriate addition or deduction will be made to the price adjustment previously calculated. The addition or deduction will be based on the same adjustment factors used to calculate the price adjustment, which is being revised.

- 4. Price adjustments shall only be made for materials incorporated in full compliance with the clause of Chapter III herein entitled "Time for Completion and Damages for Delay".

REVISED CONTRACT DRAWING

The following Contract Drawing has been revised as of October 18, 2010. Destroy the drawing of this number now in your possession and substitute therefor the revised drawing:

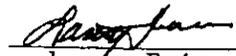
<u>Drawing No.</u>	<u>Title</u>
S049	Curb Angle Details

2010 NOV 18 PM 2:51
 PROQUEST

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALLED BY THE BIDDER:



 Larry Frisco,
 Sr. Vice President

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102**

October 14, 2010

ADDENDUM NO. 6

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022 – GEORGE WASHINGTON
BRIDGE - MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION**

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 Proposal will nevertheless be construed as though this communication had been so physically annexed and initialled.

CHANGES IN THE CONTRACT BOOKLET

- Page 146 - Delete the text of clause 110 entitled "Hours of Work" in its entirety and substitute therefor revised "Hours of Work" pages 146 and 147 attached herewith and made a part hereof.
- Page 319 - In the first line of subparagraph 2.02 E.11., delete, "field" and after "for" insert "installation in the field,".
- Page 328 - In the third and last lines of subparagraph 1.03 B.7., delete "per shift" and substitute therefor "within the work period".

REVISED CONTRACT DRAWINGS

The following Contract Drawings have been revised as of October 12, 2010. Destroy the drawings of these numbers now in your possession and substitute therefor the revised drawings:

<u>Drawing No.</u>	<u>Title</u>
S012	Upper Level Framing Plan Sheet 2 of 10
S019	Upper Level Framing Plan Sheet 9 of 10
S065	Details for Priority Repair 18 and Routine Repairs 46, 78 and 87
S079	Notes And Repair Schedule For Priority Repairs 9A Thru 9F
S095	Finger Joint Prototype Modifications at New York Tower Deck Plan And Typical Section
S103	Finger Joint Prototype Modifications at New York Tower Details – G3X Sheet 2 of 2

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALLED BY THE BIDDER:



Larry Frisco,
Sr. Vice President

PROCUREMENT
2010 NOV -3 PM 2:51

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

October 8, 2010

ADDENDUM NO. 5

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE – MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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 Proposal will nevertheless be
construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOK

Page 1 - In the second line of the first paragraph, change the day and date for receipt of Proposals
to " Wednesday, November 3, 2010".

PROCUREMENT
2010 NOV -3 PM 2:51

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALLED BY THE BIDDER:



Lanny Frisco,
Sr. Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

September 29, 2010

ADDENDUM NO. 4

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE - MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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 Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

REVISED CONTRACT DRAWINGS

The following Contract Drawings have been revised as of September 27, 2010. Destroy the drawings of these numbers now in your possession and substitute therefor the revised drawings:

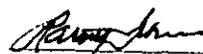
<u>Drawing No.</u>	<u>Title</u>
S049	Curb Angle Details
S051	Safety Walk And Routine Repair 1 Details Sheet 2 of 2
S052	Priority Repair 4 And Weld Peening Details

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THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALLED BY THE BIDDER:



Lanny Frisco,
Sr. Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

September 20, 2010

ADDENDUM NO. 3

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** – GEORGE WASHINGTON BRIDGE- MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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.

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CHANGES IN THE CONTRACT BOOKLET

Page 15 - Delete the text of clause 11 entitled "Port Authority Security Requirements" in its entirety and substitute therefor the following:

The Port Authority of New York and New Jersey operates facilities and systems at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract Work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall, and shall instruct its subcontractors, to cooperate with Authority staff in adopting security requirements.

A. Identity Checks, Background Screening and Issuance of Photo Identification Cards

The Contractor shall ensure that all workers who perform work on the construction site have obtained a Facility ID.

In order to obtain a Facility ID, the Contractor shall perform a Background Check through the Secure Worker Access Consortium (SWAC) and obtain a SWAC ID card. Information on the SWAC process is available on their website:

<http://www.secureworker.com/> .

SWAC office locations and work hours are also posted.

All workers on this project shall have obtained a "HIGH" SWAC approval level. The Contractor shall ensure that all workers renew their SWAC ID and Facility ID prior to the respective ID cards' expiration dates. Any worker with an expired SWAC ID or expired Facility ID shall be prohibited from working at the construction site.

The Contractor shall coordinate with the Engineer to obtain a Facility ID. Each worker shall produce his or her SWAC ID card, a state issued driver's license and an additional form of identification during the following Facility ID office hours:

GWB: George Washington Bridge Administration Building
M-F 7-11 AM and 12-2 PM

The GWB Facility ID shall be renewed every three months.

- Page 130 - Delete clause 107 entitled "Progress Schedule" in its entirety and substitute therefor revised clause 107, pages 130 through 139, attached hereto and made a part hereof.
- Page 312 - Delete the first sentence of 1.03 A.1. and substitute therefor the following:
"Steel fabricator shall have demonstrated experience in the fabrication of one or more orthotropic decks with similar quantity subject to QA audit by Engineer."

REVISED CONTRACT DRAWINGS

The following Contract Drawings have been revised as of September 13, 2010. Destroy the drawings of these numbers now in your possession and substitute therefor the revised drawings:

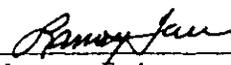
<u>Drawing No.</u>	<u>Title</u>
G006	General Notes Sheet 3 of 3
S066	Details for Priority Repairs 21 and 25, and Routine Repairs 52 and 55 Sheet 1 of 2
S070	Plans, Elevations and Sections of Stringer Seats at Tower Struts
S071	Details for Stringer Bearing Assembly Repairs at NJ Tower Strut Sheet 1 of 4
S072	Details for Stringer Bearing Assembly Repairs at NJ Tower Strut Sheet 2 of 4
S073	Details for Stringer Bearing Assembly Repairs at NJ Tower Strut Sheet 3 of 4
S074	Details for Stringer Bearing Assembly Repairs at NJ Tower Strut Sheet 4 of 4
S075	Details for Stringer Bearing Assembly Repairs at NY Tower Strut Sheet 1 of 4
S076	Details for Stringer Bearing Assembly Repairs at NY Tower Strut Sheet 2 of 4
S077	Details for Stringer Bearing Assembly Repairs at NY Tower Strut Sheet 3 of 4
S078	Details for Stringer Bearing Assembly Repairs at NY Tower Strut Sheet 4 of 4
S089	Repair Schedule and Details for Routine Repairs 56 and 57

2010 NOV - 3 PM 2:51
PROCUREMENT

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALED BY THE BIDDER:



Lanny Frisco,
Sr. Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

September 2, 2010

ADDENDUM NO. 2

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE - MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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 Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOK

- Page 1 - In the second line of the first paragraph, change the day and date for receipt of Proposals to "Tuesday, October 19, 2010".
- Page 100 - Make the following changes:
- A. In the title of Contract Drawing No. S027, after "Typical" insert "Deck".
 - B. In the titles of Contract Drawing Nos. S028 thru S031, insert "Typical" before "Deck".
- Page 101 - In the title of Contract Drawing No. S041, move "Details" to the end after "PP" ~~PP~~.
- Page 104 - In the title of Contract Drawing No. S115, change "Typical" to "Temporary".

PROUREMENT
- 3 PM 2: 51

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company
INITIALED BY THE BIDDER:



Lanny Frisco,
Sr. Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
THREE GATEWAY CENTER - 3rd FLOOR
NEWARK, NJ 07102

August 23, 2010

ADDENDUM NO. 1

TO PROSPECTIVE BIDDERS ON CONTRACT **GWB-244.022** - GEORGE WASHINGTON
BRIDGE - MAIN SPAN UPPER LEVEL STRUCTURAL STEEL REHABILITATION

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construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOK

Page 1 - In the second line of the first paragraph, change the date for receipt of Proposal to
"Wednesday, September 22, 2010".

PROCUREMENT
2010 NOV - 3 PM 2: 52

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Francis J. Lombardi, P.E.
Chief Engineer

American Bridge Company

INITIALED BY THE BIDDER:



Lanny Frisco,
Sr. Vice President