July 3, 2013

VIA EMAIL & FED EX OVERNIGHT

TO: ALL PROPOSING CONTRACTORS

RE: WORLD TRADE CENTER – RETAIL PRE-TENANT & PARKING
    GARAGE FIT-OUT
    NEW YORK, NEW YORK

TRADE: ADDENDUM #3
    TEMPORARY PASSENGER CORRIDOR’S AND ASSOCIATED MEP’S

To whom it may concern:

The following items constitute Addendum #3 in connection with the above referenced Project and are issued for modifications and incorporation into base bid scope:

1. Temporary Passenger Corridor’s and Associated MEP’s Addendum #3 Receipt Confirmation Page. (This communication should be initialed by you and annexed to your bid upon submission. In case any Bidder fails to conform to these instructions, its bid will nevertheless be construed as though this communication had been so physically annexed and initialed.)

2. Rider “A” Page 37 has been modified to incorporate allowances for Hardware and BIM Modeling. The changes are highlighted in yellow. Proposers are advised that the allowances referenced in 17 and 26, of Addendum No. 2 are now listed under Allowances on Page 37, they are not to be carried twice. Also note the Hardware allowance is for use by the Construction Manager and is not to be used for any hardware detailed on the plans and specifications.

3. Enclosed are Pages 31 to 41 of the Solicitation Document and Pages 1 of 2 of Rider “C”. We are requesting herewith that each Proposer submit their Best and Final Proposals for this Trades to the following:

    Tishman-Turner Joint Venture III
    111 Broadway, 4th Floor
    New York, NY 10006
    Attention: Steve D’Alessandro

Best and Final Proposals must be submitted in, sealed envelopes, by July 8, 2013 by close of business.
TRADE: ADDENDUM # 3 PAGE 2 OF 2
TEMPORARY PASSENGER CORRIDOR’S & ASSOCIATED MEP’S

4. Proposers shall direct all questions to, both of the following:

   Steve D’Alessandro – steve.d’alessandro@aecom.com
   Scott Vumbacco - svumbacco@tcco.com

5. Proposers must submit Financial Statements with an As Good as Letter and a brief technical narrative (as detailed in Paragraph F, Page 4, of the Solicitation Document), if Proposers have already not done so with their original Proposal.

“Unless otherwise notified by the Construction Manager in writing, the Bids will be received until Close of Business on July 8, 2013. Each Bid must be contained in an envelope, which shall be sealed and conspicuously endorsed with the Bidder’s name and the number and name of the Trade Contract on the outside of the sealed envelope. This Trade Contract booklet shall not be taken apart.” It shall be returned to:

Tishman / Turner, A Joint Venture – III
111 Broadway - Suite 405
New York, NY 10006

Attn: Stephen E. D’Alessandro
Vice President

Any questions you may have in connection with the submission of your Proposal should be directed to the attention of the undersigned at 646-545-3784 or via email to sdalessandro@tishman.com

Very truly yours,

Stephen E. D’Alessandro
Vice President

Tishman-Turner Joint Venture III
On Behalf of the Port Authority of NY and NJ
Addendum No. 3

World Trade Center
Retail Pre-Tenant & Parking Garage Fit-Out

THE ABOVE LISTED ADDENDUM IS ISSUED FOR THE PURPOSE OF AMENDING THE REQUIREMENTS OF THE BID AND CONTRACT DOCUMENTS AND IS HEREBY PART OF THE SAID BID AND CONTRACT DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WERE INCLUDED THEREIN.

BIDDER’S NAME: _____________________________

INITIALED: _____________________________

DATE: _____________________________
RIDER "A"
GENERAL REQUIREMENTS & SCOPE
WORLD TRADE CENTER – RETAIL PRE-TENANT & PARKING
GARAGE FIT-OUT
NEW YORK, NEW YORK

TRADE: TEMPORARY PASSENGER CORRIDORS & ASSOCIATED MEP'S
JUNE 3, 2013
JUNE 25, 2013

3. The surveying and the layout of areas to be saw cut for ramps and door thresholds will be provided by others. The Trade Contractor is to coordinate its work with the Concrete Trade Contractor.

4. The Trade Contractor shall submit to the Construction Manager for approval its procedures for water control, delivery of equipment, and schedule of the work.

5. The Trade Contractor shall provide and install the metal hand rail and bracket shown on detail #2, A.04.01.

6. This Trade Contractor shall provide for all clean up, of all its work areas, on a daily basis, and shall keep all paths of travel clear at all times (more frequent clean ups in the travel pathways may be required). The Construction Manager shall supply mini containers to This Trade Contractors work areas as requested on 48 hours notice at no cost. This Trade Contractor shall fill the mini containers and the Construction Manager shall dispose of the debris in packer trucks as required at no cost to This Trade Contractor.

B1.9 SCOPE OF WORK – PLUMBING

1. Provide all plumbing work as indicated on the drawings and specifications.

B1.10 ALLOWANCES

The Trade Contractor shall include in the contract price the listed below allowances which are above and beyond the costs included in Trade Contractors scope of work.

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shanty Allowance</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>SWAC Processing Fee</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Overtime/Premium Time Allowance</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Security Device Allowance</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Repairs/Modifications to this Trade Contractors work</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Heat Tracing of Piping Allowance</td>
<td>$75,000.00</td>
</tr>
<tr>
<td>Hardware Allowance</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>BIM Modeling Allowance</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>
RIDER "C"
ALTERNATES & UNIT PRICES
WORLD TRADE CENTER
RETAIL PRE-TENANT & PARKING GARAGE FIT-OUT
NEW YORK, NEW YORK

JULY 3, 2013
JUNE 25, 2013

TRADE: TEMPORARY PASSENGER CORRIDORS & ASSOCIATED MEP's JUNE 3, 2013

FIRM NAME: ________________________________

At the Owner's option in accordance with the article entitled "Changes and Extras" of the Contract, the following Alternates and Unit Prices shall be used for all additions and/or deletions to the Scope of Work and shall be inclusive of furnishing and installing all material, labor, trucking, overhead, profit, equipment, hoisting, engineering, scaffolding, power hookups, protection, shop drawings, permits, storages, applicable bond costs, delivery and supervision. Items covered by these prices shall be furnished in accordance with the Specifications and in quantities and locations as directed by the Construction Manager. Unit prices are not limited to the areas included in the Base Contract. The Construction Manager may direct this Contractor to perform added work at other locations on the project utilizing the Unit Prices noted herein.

Alternate pricing shall remain in effect for the duration of the project or until such time that work has transpired which impacts the price of the alternate scope of work, whichever occurs sooner.

ALTERNATES

Alternate No. 1

In the event the Trade Contractor is directed to provide ongoing maintenance of the temporary access walls, tunnels, and related mechanical systems, from the time of acceptance to ______, Maintenance services shall include but not be limited to cleaning, vacuuming, and mapping of floors walls and ceilings, twice daily inspection of the interior and exterior of the structures to identify items requiring maintenance and repair, repair of minor items within a day of notification, repair of life safety items immediately. In addition, maintain the following items: fire extinguishers, test life safety systems monthly, lighting and relamping, fans and HVAC, plumbing systems, fire alarm system. Provide daily collection and disposal of waste from waste bins, hardware repair, patching and touchup painting of mars and repairs, install and maintain signage provided by others, stain removal from carpet and floor.

ADD $____________________

Alternate No. 2

In the event the Trade Contractor is directed to remove and dispose off-site, of the temporary structures, load into mini containers supplied by the Construction Manager/PA, all work installed under this Trade Contract, including, but not limited to, disconnecting, capping off and draining down systems, work performed after normal working hours and weekends, mini containers and handling and carting of same, dust control, final cleaning of adjacent floors and walls. The Construction Manager shall bring the empty mini container to This Trades work area and remove from work area and arrange for disposal offsite. This work would occur in the fourth quarter of 2014.

ADD $____________________
UNIT PRICE SCHEDULE

No unit prices included
PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned

(hereinafter called "the Trade Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Trade Contractor provided for in the annexed Trade Contract, at the price inserted by the undersigned in the numbered clause 24 of the Form of Trade Contract entitled "General Agreement".

This offer shall be irrevocable for one hundred and eighty (180) days after the date on which The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") 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 Trade Contractor in said Trade Contract. Moreover as a condition to receipt and consideration by the Port 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 Port 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 Port Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

Unless expressly stated otherwise, the information for Proposers, all papers required by it and submitted in connection herewith at any time, said Form of Trade Contract, and all papers made part of the Trade Contract by the terms of the Form of Trade Contract are made part of this Proposal.

The undersigned hereby designates the following as the Proposers office:

The telephone number of the Proposer is:
The fax number of the Proposer is:
The E-Mail address of the Proposer is:

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2 Insert Proposer's name at the top of the page. After the Proposer'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.

3 Insert office address.
SIGNATURE AND CERTIFICATE OF AUTHORITY

Dated, ______________________________________, 20

(Signature of individual or name of corporation or
partnership)
(Signature of agent, partner or corporate officer)
(Acknowledgment of signature to be taken on
proper form on following page(s))

By 5 6 ______________________________________

CERTIFICATE OF AUTHORITY, IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary of the corporation submitting the foregoing Bid, hereby certify that
under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed said
Bid on behalf of the corporation is fully and completely authorized so to do.

(Corporate Seal)

4 If Proposer is a joint venture, insert signatures as appropriate for one participant of the joint venture on
this page and attach and complete an additional signature sheet in the same form as appears on this page
for each other participant as required.
5 If Proposal is signed by an officer or agent, give title.
6 NOTE: The foregoing signature shall be deemed to have been provided with full knowledge that the
foregoing Proposal, the accompanying Trade Contract booklet, as well as any certification, statement,
assurance, representation, warranty, schedule or other document submitted by the Proposer with the
Proposal will become a part of the records of the Port Authority and that the Port Authority will rely in
awarding the Trade Contract on the truth and accuracy of such Proposal and each such certification,
statement, assurance, representation, warranty and schedule made therein by the Trade Contractor.
Knowingly submitting a false statement in connection with any of the foregoing may be the basis for
prosecution for offering a false instrument for filing (see, e.g., N.Y. Penal Law, Section 175.30 et seq.).
ACKNOWLEDGMENT

ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION

State of ____________________________

______________________________ SS:

County of ____________________________

On this ________ day of ________, 20___ , before me personally came and appeared ____________________________, known to me, who, being by me duly sworn, did deposite and say that he resides at ____________________________, that he is the ____________________________, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

(Notary Seal)

ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP

State of ____________________________

______________________________ SS:

County of ____________________________

On this ________ day of ________, 20___ , before me personally came and appeared ____________________________, known to me, to be one of the members of the firm of ____________________________, described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Notary Seal)

ACKNOWLEDGMENT OF PROPOSER, IF AN INDIVIDUAL

State of ____________________________

______________________________ SS:

County of ____________________________

On this ________ day of ________, 20___ , before me personally came and appeared ____________________________, known to me, to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(Notary Seal)

AFFIX ACKNOWLEDGMENT AND JUSTIFICATION OF SURETY

________________

12 If Proposer is a joint venture, insert signature as appropriate for one participant of the joint venture on this page and attach and complete an additional Acknowledgment sheet in the same form as appears on this page for each other participant as required.
23. DEFINITIONS

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

The term "Architect" shall mean the architect of record or engineer of record.

The term "Assistant Chief Engineer - Construction" shall mean the Assistant Chief Engineer - Construction of the Port Authority for the time being, or his successor in duties, acting personally.

The term "Catalog Cuts" shall mean all standard drawings, diagrams, illustrations, brochures, schedules, performance charts and instructions submitted by Trade Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work.

The term "Chief Engineer" shall mean the Chief Engineer of the Port Authority for the time being, or his successor in duties, acting personally within the scope of the particular authority vested in him.

The term "Construction Documents" shall mean the final working drawings and specifications prepared by the Architect for performance of the Work as identified in Rider B hereto (List of Drawings and Specifications).

The term "Construction Manager" shall mean, notwithstanding anything to the contrary herein, the entity identified in numbered clause 80 of this Trade Contract, acting as agent for the Director hereunder, which entity shall be generally responsible for the managing, supervision, coordination, and direction of all Trade Contractors in regards to the Work. All communications between the Trade Contractor and the Engineer and such other Port Authority parties identified in the Division I Specifications shall be submitted by the Trade Contractor to the Construction Manager on behalf of the Port Authority.

The term "construction site" or words of similar import shall mean in Fulton Street, Greenwich Street and Liberty Street at the World Trade Center site and the vicinity thereof in New York, New York.

The term "Contract Documents" with respect to a Trade Contract shall mean the following documents:

(i) the Trade Contract, including the Specifications and all Riders to the Trade Contract set forth in the list of Riders on the page titled "Appendices" (whether or not such Riders are otherwise set forth expressly in this Trade Contract); and (ii) the Construction Drawings for the Work to be performed by any such Trade Contractor.

The term "Contract Drawings" shall mean the drawings designated as Contract Drawings 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.
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 "Director" shall mean the Director, World Trade Center Redevelopment for the time being, or his successor in duties, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

The term "Director of Procurement" shall mean the Director of Procurement of the Port Authority for the time being, or her successor in duties, acting either personally or through her duly authorized representatives acting within the scope of the particular authority vested in them.

The term "Engineer" shall mean the Engineer of Construction.

The term "Engineer of Construction" shall mean the designated Engineer of Construction for the time being (or his successor in duties), acting either personally or through duly authorized representatives within the particular authority vested in such Engineer of Construction, for the Work being performed. On behalf of the Director, the Engineer of Construction is responsible for administration of the Trade Contract.

The terms "equipment" and "plant" shall include construction equipment and plant rented as agent for the Port Authority.

The term "Extra Work" shall mean Work required by the Director pursuant to the numbered clause 51 hereof entitled "Change Orders for Extra Work or Decrease in Work," which is in addition to that required by the Contract Drawings and Specifications in their present form.

The term "Inspector" shall mean any representative of the Engineer designated by him as Inspector and acting within the scope of the particular authority vested in him.

The term "LEED" shall mean the Leadership in Energy and Environmental Design.

The term "Lump Sum" shall have the meaning set forth in paragraph F in clause 24 hereof entitled "General Agreement".

The term "Materialmen" shall mean anyone who furnishes materials, plant or equipment to Trade Contractor or any Subcontractor for use at or about the WTC Site in the performance of Work. The terms "Materialmen" or "Subcontractor", however, shall exclude Trade Contractor or any subsidiary or parent of Trade Contractor or any person, firm or corporation which has a substantial interest in Trade Contractor or in which Trade Contractor or the parent or the subsidiary of Trade Contractor, or an officer or principal of Trade Contractor or of the parent or the subsidiary of Trade Contractor has a substantial interest, provided, however, that for the purpose of clause 54 hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but Trade Contractor himself.

The term "Notice" or "notice" shall mean a written notice unless otherwise specified.

The term "permanent construction" shall include all construction, installation, structures, equipment and materials (including materials and equipment, if any, furnished by the Port Authority to be constructed, installed or left by Trade Contractor at or about the Project Site (or elsewhere in the
possession of the Port Authority after the completion of the Work (whether or not they are yet delivered or installed), even though they are subsequently to be removed by others. The terms, "permanent installation", "permanent structure", "permanent materials", and words of similar import shall have the same meaning as the term "permanent construction".

The term "Project" shall mean the Retail Pre-Tenant and Parking Garage Fit Out project being developed and constructed as part of the WTC Site in order to build out the retail spaces in several areas of the WTC Site.

The term "Project Site" shall below the following, collectively: below grade at the World Trade Center Transportation Hub, Parking, Tower 1, Tower 2, Tower 3, and Tower 4; and in the West Bathtub at a site referred to as the PAC site; above grade at Tower 2, Tower 3, Tower 4, and Cortlandt Way; the WTC Site is inclusive of the Project Site).

The term "Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules, including supporting data, which are specifically prepared for this Trade Contract and submitted by Trade Contractor pursuant to the requirements of the Specifications or the Engineer to illustrate some portion of the Work. The terms "Shop Drawings", "placing drawings" and "working drawings" are used interchangeably in this Trade Contract.

The term "Subcontractor" shall mean anyone of any tier who performs Work (other than or in addition to the furnishing of materials, plant or equipment) at or about the Project Site, directly or indirectly for or on behalf of Trade Contractor (and whether or not in privity of contract with Trade Contractor), but shall not include any person who furnished merely his or her own personal labor or personal services or who performs Work which consists only of the operation of construction equipment of which such person is the lessor.

The term "Trade Contractor" shall mean the contractor who is contracting hereby to perform the Work under this Trade Contract and each of its officers, directors, employees, agents, successors, and assigns.

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

The term "World Trade Center Redevelopment" shall mean the Port Authority's World Trade Center Redevelopment Department.

The term "WTC Site" shall mean the World Trade Center site.

The term "Work" means the complete and proper performance and construction of all of the work and services set forth in the Contract Documents for this Trade Contract, and work reasonably inferable therefrom, including, without limitation, the Scope of Work set forth in Rider A (General Addendum), all in accordance with all of the provisions and requirements of the Contract Documents. The Work includes, without limitation, the furnishing of all superintendence, labor, material, detailing, layout, equipment, supplies, tools, scaffolding, transportation, temporary construction of every nature,
demolition, fuel, power, light, heat, water, sanitary facilities for workers, Shop Drawings, samples, and services, whether specified herein or not, whether performed or located on or off the WTC Site, that are necessary to provide, construct, fabricate, install, and complete the Work in its entirety as set forth in the Contract Documents. Trade Contractor acknowledges that the Construction Documents may not be 100% complete but agrees that they convey both the intent of, and sufficient information about, the Work so that the Work is reasonably inferable therefrom. Trade Contractor agrees that the Work includes all items specifically identified in the Construction Documents, and anything reasonably inferable therefrom, regardless of whether the items of Work that are reasonably inferable from the Construction Documents derive from an error, inconsistency, or detail omission. The term "Work" may constitute the whole or a part of the Work set forth in this Trade Contract.

The term "worker," "workingman," "workmen," or "men" shall mean any employee of Trade Contractor or of a Subcontractor who performs personal labor or personal services at the Project Site.

Unless expressly indicated otherwise, whenever the following words refer to the Work or its performance: "directed", "required", "permitted", "ordered", "designated", "prescribed," and words of similar import, such words shall mean directed, required, permitted, ordered, designated, or prescribed by the Director; in addition, the words "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.

24. GENERAL AGREEMENT

A. Trade Contractor agrees to perform the Work as set forth in the Trade Contract, including, without limitation, furnishing all labor, supervision, materials, supplies, engineering, tools, appliances, appurtenances, plant, structures, temporary and other facilities, engineering, fuel, power, light, heat, water, transportation, demolition, layout, detailing, scaffolding, and all other things, whether or not specified in the Trade Contract, that are necessary or proper for performance and completion of the Work, or incidental thereto, in accordance with the Contract Documents; and the Trade Contractor further agrees to assume and perform all other duties and obligations imposed upon Trade Contractor by the Trade Contract.

B. Trade Contractor acknowledges that the Project is of symbolic and commercial importance that has local, regional, national, and international significance and visibility. Trade Contractor represents and warrants that it has expert experience in the construction of projects with similar complexity, prominence and prestige located in comparable urban locations. Trade Contractor shall perform its duties under this Trade Contract in conformance with its expert experience and with the very highest standard of care practiced by trade contractors with substantial and noteworthy experience successfully performing work on complex, major, multi-prime, multi-owner, multi-use, prestigious high-profile projects in highly dense urban area (sometimes referred to in the Trade Contract as "Standard of Care"). Nothing to the contrary herein shall erode
the Standard of Care, including a requirement that Trade Contractor use its best efforts to comply with any provision in this Trade Contract.

(1) Trade Contractor shall perform the Work under this Trade Contract and, consistent therewith, shall furnish the very highest professional skill and judgment necessary to fulfill its duties under the Trade Contract and maintain the Standard of Care;

(2) Trade Contractor shall furnish at all times an ample supply of workers and materials necessary to meet the requirements of the Contract Documents; and

(3) Trade Contractor represents to the Port Authority that Trade Contractor understands the complexity involved and has the ability to meet the standards of performance required by this numbered clause 24, including, without limitation, the Standard of Care.

C. Trade Contractor agrees to perform the Work in strict accordance with specifications hereto annexed or described herein and as shown on plans, drawings and details prepared by the Engineer, and/or otherwise set forth in Rider A (General Addendum). Such additional drawings as may be necessary to explain and detail the Work will be furnished by the Engineer, if requested by Trade Contractor, and will be conformed to by Trade Contractor, except where inconsistent with original plans and specifications.

D. The plans, drawings and details, and the specifications are intended to supplement one another, and any Work, including, without limitation, materials shown, mentioned or reasonably implied in one and not in the others shall be furnished by Trade Contractor without extra charge. The enumeration of particular items in this Trade Contract or in the other Contract Documents shall not be construed to exclude other items.

E. Trade Contract includes, and Trade Contractor shall perform, all work commonly performed by this trade, whether or not shown on the plans and specifications in detail. Trade Contractor shall not receive any additional compensation by reason of any alleged incompleteness of the Contract Documents, or lack of coordination amongst the Contract Documents, or inconsistencies amongst the Contract Documents. Should there be any conflict or inconsistency in or among the Contract Documents, the Engineer shall have the right to resolve such conflict as it may elect in its sole discretion, which determination shall be binding upon Trade Contractor, and the Port Authority shall have the right to the most costly or burdensome alternative, without an increase to the Lump Sum. The furnishing of rented equipment and plant, however, shall be subject to the provisions of numbered clause 26 hereof entitled "Agency for Rental of Construction Equipment."

F. Trade Contractor agrees to accept, in full consideration for the performance by Trade Contractor of its duties and obligations under this Trade Contract and the whole thereof, a compensation of:

__________________________  ____________________________
Dollars and                        Cents

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40
(throughout this Trade Contract called the "Lump Sum"), and such compensation only, subject only to the express provisions of this Trade Contract specifically setting forth actual, defined additions to or deductions from such compensation.

G. The enumeration in this Form of Trade Contract and in the specifications of particular things to be furnished or done at Trade Contractor’s expense, or without cost or expense to Construction Manager or the Port Authority, or without additional compensation to Trade Contractor, shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but Trade 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.

25. PORT AUTHORITY ACCESS TO RECORDS

A. The Port Authority and Construction Manager shall have access during normal business hours to all records and documents of Trade Contractor relating to the following: performance of the Work; the Trade Contract; or any amount for which Trade Contractor has been compensated, or claims it seeks to be compensated, by Construction Manager or the Port Authority as determined on any basis other than by payment of a lump sum or unit price amount agreed upon in writing by Trade Contractor and the Port Authority, with the exception that access shall be provided to certified payroll records as described in numbered clause 50 of the Form of Trade Contract entitled “Prevailing Rate of Wage” regardless of the method by which Trade Contractor is compensated under this Trade Contract. Trade Contractor shall obtain for Construction Manager or the Port Authority similar access to similar records and documents of Subcontractors. Such access shall be given or obtained both before and within a period of six (6) years after Final Payment to Trade Contractor.

B. No provision in this Trade Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which the Port Authority would have in the absence of such provision.

C. To the extent that Trade Contractor is working on more than one construction project located at the WTC Site, Trade Contractor agrees that it shall maintain separate financial and time records with respect to each such project, including, without limitation, for all labor and materials.

D. Notwithstanding anything to the contrary, Trade Contractor shall cooperate fully with the Port Authority’s Inspector General and Audit Department in providing access to all personnel and records related to the performance of the Trade Contract. Failure to comply with this provision shall be a material breach of the Trade Contract.

13 For sales tax exemptions, see clause entitled “Sales Tax Exemptions.”