

**RIDER "A"**  
**GENERAL ADDENDUM**  
**JAVITS CENTER – TRANSFORMER BUILDING**  
**NEW YORK, NEW YORK**

~~October 7, 2016~~  
October 31, 2016

**TRADE: GENERAL BUILDING CONSTRUCTION**

Notwithstanding anything in the other Contract Documents to the contrary, all provisions of this addendum shall supersede any conflicting provisions of the other Documents. All other provisions of the Contract shall remain in full force and effect.

**A. GENERAL CONDITIONS**

1. The Contractor represents that it is familiar with, and has expertise in the work of this Scope. The Contractor further agrees that it will provide all work for the Scope as may be required to make a complete job of that which may not be fully defined in the Contract Documents.

2. **Sales Tax**

A Letter of Tax Exemption and/or a Certificate of Capital Improvement have been issued for this project. Contractor hereby acknowledges that the Contract Price has been based on the appropriate rules and regulations as they pertain to Sales Tax requirements. Contractor is fully responsible for sales tax for deliveries not made directly to the jobsite or within the State of New York.

3. **Insurance**

The Contractor shall note that insurance requirements are stated in the Insurance Rider attached hereto and made part of this Contract.

4. **Standby Trades**

Cost of the Site Safety Manger, Master Mechanic and Maintenance Engineer, Operating Engineers (for vertical transportation) and Stand-by trades during normal working hours will be by the Construction Manager. Normal hours are defined from 7:00 AM to 3:30 PM, Monday through Friday, excluding holidays. Overtime costs (beyond normal working hours), for Site Safety Manger, Master Mechanic and Maintenance Engineer, Operating Engineers (for vertical transportation) and Standby trades caused by this Contractor's failure to meet schedule, voluntary overtime operations etc., will be charged to this Contractor in accordance the union prevailing rates plus benefits, insurances, overhead and profit.

The following clarification concerning standby trade charges shall be incorporated into the Contract:

- a. From 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding holidays, there shall be no charge for Standby. After or before these hours, this Contractor, along with any other Contractors working shall be charged the prorated share for the Standby costs for the following trades:
  1. Master Mechanic (Local 14)
  2. Labor Foreman (Local 79)
  3. Maintenance Engineer, (Local 15),
  4. Site Safety Manager
  5. Operating Engineer for Vertical Transportation (Local 14),
- b. Standby for temporary heat over and above fire watch provided by this Contractor.
  1. Operating Engineer for Vertical Transportation (Local 14),
  2. Temporary Electrician (Local 3)
  3. Plumber (Local 2)
  4. Labor (Local 79)
- c. Should multiple Contractors work on or before the above hours this Contractor, along with any Other Contractors working shall be charged the prorated share for the Standby costs.

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**A. GENERAL CONDITIONS - continued**

**5. Temporary Services**

Temporary light, power and water will be provided during hours defined in Rider D. Should the Contractor Work prior to or later than the hours defined in Rider D, it shall pay all costs including the cost of standby trades, provided such overtime is required due to the Contractor's failure to maintain schedule. Utility consumption charge will be paid by others.

- a. The following services are provided at no additional charge in accordance with Rider "D". Any hours beyond 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding holidays will be prorated to any/all Contractors working beyond these hours.
  - i. Temporary (Power/Light Electrician) (Local 3)
  - ii. Temporary Water (Plumbing) (Local 2)
- b. Should multiple Contractors work on or before the above hours this Contractor, along with any Other Contractors working shall be charged the prorated share for the Standby costs.

**6. Field Offices, Storage Trailers, And Shanties**

The Contractor shall provide and pay for, place, relocate (one relocation per each trailer or shanty required by this Contractor is included in the Contract Price) and remove any and all of its required office trailer(s) or shanties when and where directed by the Construction Manager. Quantity, size and location of Contractors shanty's shall be approved by the Construction Manager prior to erection. It is understood that the Contractor is responsible for acquisition, maintenance, and subsequent removal of all utility and telephone services required for its office trailer(s). The Contractor will be responsible to provide and maintain its own storage rooms, including protection and security. Each structure this Contractor maintains must contain a minimum of one (1) fire extinguisher for every 200sf, or portion thereof, of shanty/storage space floor area. All wood used in the construction of offices or shanties shall be fire treated.

**7. Housekeeping**

- a. The Contractor shall provide its own labor to clean all debris from its work areas on a daily basis and to pile such debris in one location on each floor, as directed by the Construction Manager. All oversized material such as crates and pallets shall be broken into pieces, which will fit into ½ cy mini-containers and weigh no more than 100 pounds. Items which exceed these criteria must be brought to street level and placed in a container by this Contractor. The Container will be provided by others. All boxes shall be folded into its smallest area.
- b. The Contractor shall also keep all street loading/staging areas, shanty areas etc., clean on a daily basis. All debris created by lunch, mid-morning, mid-afternoon breaks, etc. must be discarded in the waste receptacles provided by others, especially at the shanty areas, work areas, where breaks are occurring and at the street-level perimeter of the building.
- c. Each Contractor should be aware that this Project has a zero tolerance policy with respect to these requirements for the handling of one's own debris.
- d. Failure to comply with this provision will result in back-charges for labor costs incurred to clean up related debris, including all overtime required (at the discretion of the Construction Manager) and associated exterminating costs.

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A. GENERAL CONDITIONS - continued

8. **Working Conditions**

- a. The Contractor has visited the site and has carefully examined the premises upon which the work is being performed and shall be aware of the existing conditions and difficulties that may affect the execution of its work. The Contractor is aware that its work is being performed adjacent to existing buildings some of which are in service. The Contractor agrees that it will take all necessary steps to avoid damages to the existing construction and interference with adjacent occupants. The Contractor at no additional cost to the Construction Manager will repair any damages caused by the Contractor.
- b. The Work of this Contract includes but is not limited to all scaffolding, rigging, ladders, bakers, etc required to perform any Work under this Contract is included in the Contract Price. The Construction Manager will not be providing a common scaffold.
- c. The Contractor shall be fully responsible for all engineering, field measurements and layout of its Work. One north-south axis line, one east-west axis line and benchmarks will be established by the Construction Manager on each floor. All subsequent layouts shall be performed by the Contractor who shall solely be responsible to maintain the line and grade required.
- d. The Contractor is aware that its work is being performed in the vicinity of the existing Javits Center which are in service and have specific show schedules which may interfere with this Contractors work. Contractor is advised that work that causes excessive noise (in the opinion of the Construction Manger) and that interferes with the Javits Center operations will be stopped. Contractor will not be reimbursed for the work stoppage or down time.

9. **Notifications**

- a. In the event that the Contract Documents are revised, the Contractor must advise the Construction Manager of any proposed change to Contract Price within ten (10) calendar days from receipt of said documents. If said notification of proposed change is not made within the above stated time period, then said revised Documents will become part of contractual obligations with no change in Contract Price.
- b. The Owner reserves the right to prohibit Contractor, its Subcontractors, suppliers, etc., from using the Site, the Project name or their affiliation with Construction Manager, for publicity or advertisement of any kind whatsoever. Written permission from the Owner must be received prior to any use.
- c. The Contractor shall direct field foreman to complete and return a Daily Report Form supplied by the Construction Manager, on a daily basis. Daily Report Forms shall be forwarded to the Construction Manger no later than 10:00 AM the following day. As a minimum the Daily Report Forms shall list the work completed the prior day, the manpower utilized on the prior day and equipment utilized on the prior day.
- d. The Contractor shall have the capability to send and receive electronic mail (e-mail) to and from the Construction Manager. Contractor shall provide to the Construction Manager the e-mail addresses of their project team. The Contractor will have email capabilities on-site.
- e. The project is utilizing web-based Project Management software Procure. The Contractor shall be required to utilize this software for all correspondence, submittals, RFI's, daily reports and meeting minutes.

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**A. GENERAL CONDITIONS - continued**

**10. Building Regulations**

- a. It is understood that all work of the Contractor shall be in strict accordance with the Building Code of the City of New York, the permitting of the project will be issued by the Dormitory Authority of the State of New York (DASNY). Any rules and regulations of the Building Department of the City of New York, and any other government agencies having jurisdiction shall govern. Where there is any conflict in any provisions, the most stringent shall apply.
- b. The Contractor shall comply with all of the legal regulations, including OSHA safety regulations and regulations of municipal, city, local and other government agencies having jurisdiction concerning the work of the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. Copies of all notices shall be provided to the Owner and Construction Manager. If the Contractor performs any work, which is contrary to such laws, ordinances, codes, rules and regulations, it shall make all changes to comply therewith and bear all costs arising there from.
- c. For purposes of complying with the requirements of the Building Code of the City of New York for work outside of the property line, which calls for a Certificate of On-Site Inspection, the Contractor shall furnish to the Construction Manager information on the position of cranes, derricks, guy lines, etc., along with pertinent loads from the operation of such equipment certified as to accuracy and location by a Professional Engineer licensed to practice in the State of New York, engaged by the Contractor. The Contractor is aware of the structural capacities of areas to be used for its' equipment and material storage and shall not exceed rated capacities without taking appropriate steps to compensate for the imposition of any construction loads which may exceed the design criteria of the new structure or the capacity of the existing roadways, sidewalks and curbs. Any modification to the building structure required to support the Contractor's equipment shall be made by the Contractor at its cost and reviewed and approved by the Architect. All costs incurred by the Architect to review the Contractor's proposed modifications shall be reimbursed to Owner by the Contractor. Any permanent modifications will be made only with the Owner's written approval. The Contractor shall furnish, place and remove any temporary foundations, supports, mats, and bracing required to stabilize the structure or existing conditions due solely to its work. All costs associated with the above requirements are included In the Contract Price.

**11. New York City Construction Noise Mitigation**

- a. This Contractor is also responsible for adherence to Local Law 113 "Citywide Construction Noise Mitigation". This requires self certification of a "Construction Noise Mitigation Plan". This includes insuring that all construction equipment and tools are properly maintained. If equipment is found to exceed specified sound levels, remedies are to:
  - i. Perform maintenance.
  - ii. Replace equipment.
  - iii. File for approval with NYC DEP a "Alternative Noise Mitigation Plan" No work can occur until the "Alternative Noise Mitigation Plan" is approved by NYC DEP.
- b. Contractor to provide noise mitigation training for supervisors, subcontractor supervisors, and workers. Training program to be developed in consultation with NYC DEP.
- c. All equipment shall have mufflers and insulated housings. In addition paragraph 28-102 classifies the following equipment as requiring special treatments.
  - i. Impact Equipment: Pile Drivers, Jackhammers, Hoe Rams, Blasting.

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- ii. Earth Moving devices: Vacuum Trucks.
- iii. Construction Trucks: Dump Trucks.
- iv. Stationary Devices: Cranes, Auger Drills, Street Plates, Back-up Alarms.
- v. Manual Devices: Concrete Saws.

**A. GENERAL CONDITIONS - continued**

- d. These rules specify specific equipment and methodologies which is considered to comply with the noise mitigation plan. NYC DEP refers to this as "DEP suggested quieter equipment." If this Contractor does not utilize the specified equipment and methodologies, these rules require the installation of 15'-0" high, STC 30 movable noise barriers and enclosures. This cost for this noise barrier is by this Contractor and the cost is included.
- e. No idling of vehicles for greater than 3 minutes.
- f. Replacement of back-up alarms with quieter OSHA approved devices.
- g. Acceptable noise levels based on FHA roadway noise standard of January 2006.
- h. Any delays due to "Stop Work Orders" based on noise violations will be the responsibility of this Contractor. Once the "Stop Work Order" has been lifted, this Contractor must immediately initiate a plan to mitigate the delay.

**12. Hoisting**

- a. The Contractor is responsible for all hoisting of Contractor's labor, materials, and equipment. Hoisting equipment shall be placed in locations approved by the Construction Manager.
- b. Personnel/Material:
  - i. It is expected that the hoist will become operational July 17, 2017 and be dismantled March 13, 2018.
  - ii. The specifications for the passenger/material hoist are as follows:
    - a. Rack and pinion personnel/material dual 7000lb capacity hoists. Cabs shall be a minimum of 4'-8" Wide X 13'-6" Long X 7'-2" High inside clear dimensions. This hoist complex will service the loading dock to the roof.
- c. This Contractor has been provided and understands the site logistics requirements and understands the loading areas and hoist configurations per the site logistics drawing dated August 10, 2016. This Contractor shall provide and maintain all protection above and beyond that shown on the referenced Logistics Plan, which is required by the New York City Building Code, Transit Authority, Department of Highways, OSHA and all governing authorities for persons, adjacent properties and the work, utilizing lanterns, flares, signs, barricades, steel plates, or whatever means necessary for the performance of its work.

**13. Contractor's Equipment**

- a. The Work of this Contract includes but is not limited to all scaffolding, rigging, ladders, bakers, etc required to perform any Work under this Contract is included in the Contract Price. The Contractor will provide its own scaffolding, scissor-lifts or boom-lifts as required for execution of the Work. All interim storage, rigging, and hoisting of the Contractor's equipment or materials are included in the Contract Price. This Contractor is aware of the DOB requirements to construct and operate on scaffolding. All costs for engineering, filing and certifications shall be included in this Contract. All certifications must be presented to the Construction Manager prior to constructing or using and lifts or scaffolding.

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**A. GENERAL CONDITIONS - continued**

**14. On-Site Storage of Equipment And Materials**

- a. The Contractor must take special care in stocking its material on floors to allow Other Contractors free access to their work and not to overload the slabs. Construction Manager shall review all of the Contractor's storage/stocking placement locations. Contractor will deliver amounts of material to the site that will not exceed the loading capacities of the floors or cause unnecessary stockpiling of material on the site. Because of the limited site access, the Contractor will be responsible for any and all off-site storage or staging areas that may be required.
- b. The Contractor shall place its equipment, additional bracing, shoring, and other appurtenances, in locations approved by Construction Manager. Contractor utilizing equipment shall provide design drawings and calculations required to support Contractor's equipment, additional bracing, shoring, and other appurtenances, signed and sealed by a professional engineer licensed in the State of New York and reviewed by the Engineers of Record for structure for effects on the permanent structure. Any bracing, shoring, and other appurtenances, shall be relocated as required as the Project progresses if required by the Construction Manager so as to avoid interference with work of Other Contractors. Any modification to the existing structure required to support the Contractor's equipment shall be made by the Contractor at its cost and approved by the Engineer of Record for structure. All fees and costs invoiced by the Engineers of Record to review the Contractor's proposed modifications shall be reimbursed to Owner by the Contractor.
- c. No material shall be stored outside of the construction fence without the Construction Manager's approval. Special precautions shall be taken to provide adequate housekeeping of the site including but not limited to sweeping of sidewalks and removal of debris from the adjoining streets daily, or more often if needed, while Contractor is on the job. All delivered materials shall be protected from weather at all times.

**15. Deliveries**

- a. The Contractor has visited the site and the Contract documents and reviewed with the Construction Manager the designated areas of access, delivery, and storage for the Contractor's use. The Contractor agrees that such areas are satisfactory and sufficient for its needs in the prosecution of its Work. Changes in such areas shall not be permitted without the approval of the Construction Manager, which if approved, shall be at no additional cost. Site Logistics Plan(s) are general in nature, and may change from time to time, and do not exactly indicate all aspects of the site logistics which may arise out of Adjacent Construction Sites and/or other governing agencies causing unforeseen revisions to the site logistics. There shall be no additional cost for modifications to Site Logistics Plans.
- b. The Contractor is aware of the requirements of the Department of Transportation Bureau of Traffic regulations regarding restricted vehicle lengths and times of operation in the geographical area in which the project is situated. In addition, the Contractor must submit a logistics plan. The plan must be in conformance with the Construction Manager's requirements. The Contractor agrees that there shall be no additional costs as a result of these restrictions.
- c. The Contractor is cautioned that due to the location of this job it may encounter certain areas of special coordination involving traffic congestion, building access, material delivery, etc. It is understood that the Contractor is aware of these conditions and the Contractor will not attempt to seek additional monies for

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hardships that may arise due to its having to take special measures and precautions regarding same.

**A. GENERAL CONDITIONS - continued**

- d. The Contractor shall include all costs required to provide all necessary protection, flagman, barricades, cones, etc., to control vehicular traffic, protect the public from potential hazards, and control pedestrian traffic during all of its delivery and hoisting operations. If special Police details or assistance is needed for the Contractor, the same is included in the Contract Price.
- e. The contract price includes all off-hour deliveries, if required. Contractor shall schedule all off-hour deliveries with the Construction Manager. If the Contractor makes off hour deliveries, the Contractor shall pay for all standby costs due to off hour deliveries.
- f. The Contractor's logistics, security and delivery plans must be in conformance with the Construction Manager's requirements. The Contractor agrees that there shall be no additional cost as a result of these requirements.
- g. {If Applicable}All deliveries to the Site must be coordinated with Site Security and the Construction Manager. Upon the delivery vehicle's arrival at the security gates, Security will notify the Contractor via radio or telephone to respond to the gate to meet the delivery vehicle(s). The Contractor shall immediately respond to Security so as not to cause traffic congestion at the gate and shall safely escort the delivery vehicle from the gate to the pre-determined staging area. Upon completion of the unloading activities, Contractor must safely escort the delivery vehicle back to the gate exit point and, if applicable, ensure that all temporary badges are returned to Security. Delivery vehicles will not be allowed to enter the Site without an escort. Vendors and/or operators of delivery vehicles will not be issued a permanent badge to the Site without written permission from the Construction Manager.

**16 Coordination**

- a. Contractor acknowledges that Construction Manager shall award contracts to other contractors, to perform construction or operations related to the Project ("Other Contractors"). Contractor further acknowledges that the Other Contractors may perform their work on the Project site during the same time that Contractor performs its Work on the Project site; or that Contractor's Work and the work of Other Contractors, though provided for under separate contracts, may be interconnected in some manner or interdependent, one depending upon timely or proper performance of the other.
- b. This Contractor shall cooperate with other Contractors that shall be commencing operations on the site prior to this Contractor's completion. Contractor shall (i) afford the Other Contractors reasonable opportunity for introduction, storage, and access to their materials and work; and (ii) accommodate the Other Contractors to the extent Construction Manager so directs with respect to such endeavors. Contractor shall inspect portions of Work already performed to determine that such portions are in proper condition to receive subsequent work, if any, by the Other Contractors.
- c. This Contractor has reviewed all mechanical, plumbing, fire protection, architectural drawings and shall coordinate its work with the work of these trades.
- d. Any temporary openings or leave outs required for subsequent installation of Contractor's work must be brought to the attention of the Construction Manager prior to the start of the pertinent work in the area of the opening or leave out needed. Failure to request access will result in the Contractor assuming all costs involved in providing, rebuilding and refinishing the required access.

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- e. It may be necessary for the Contractor to leave openings in its work or omit portions of work temporarily in order that other trades can perform their work. It is understood that the work of filling in openings or completing such undone portions of the work may be required to be performed at different times and intervals including those after the Contractor has completed its primary work. All of the foregoing shall be done within the Contract Price.

**A. GENERAL CONDITIONS - continued**

- f. The Contractor shall perform work when and as directed by the Construction Manger. The Construction Manager may require the Contractor to perform work at different times and or intervals. If the Construction Manager directs that certain parts of the Work in certain locations be performed before parts of the Work in other locations, or that the various parts of the Work be performed in certain sequences, then Contractor shall perform the Work accordingly. The Contractor understands that the Work of this trade may not be continuous and that work may be required to be performed out of sequence. The Contractor may be required to leave out portions of its work and return at a later date to complete its work. Out of sequence and comeback work will be performed at no additional cost to the Construction Manger and or Owner.
- g. In the event that the Work to be performed in certain locations of the Project, or certain types or parts of the Work, must be delayed (whether at the direction of Construction Manager, or otherwise), then Contractor shall proceed to work in other areas of the Project or to perform other portions of the Work until Construction Manager notifies the Contractor that such delayed portion of the Work can be recommenced.
- h. The Contractor understands that it is essential that many of its activities be performed in close coordination with, at the same time as, or in close sequence with the Work of other trades. If Construction Manager directs that certain parts of the Work be performed on a certain day and/or at a certain time, Contractor shall perform such parts of the Work accordingly. Should the interior finishes be fast tracked so that work is performed out of sequence, then Contractor shall provide sufficient manpower as not to delay other trades. The Contractor shall be responsible for any costs arising out of its failure to so perform the Work.
- i. Contractor shall cooperate with all utility companies and all government authorities having jurisdiction. Contractor shall notify the Construction Manager, in writing for any non-compliance or regulation issues.
- j. The Contractor shall provide protection necessary to safeguard its own work, as well as the work of other trades, from damage by its own operations. Any work that is damaged by the Contractor shall be the responsibility of the Contractor to repair or replace at no additional cost to the Construction Manger or Owner, including repairing adjacent work damaged due to corrective work of the Contractor.
- k. Contractor shall attend any job progress meetings scheduled by the Construction Manager. As a minimum meetings will be held weekly. When requested by the Construction Manager, a principal of the Contractor's firm shall also attend the meetings. The Contractors Project Manager is required to attend meetings.
- l. Contractor shall cooperate with any testing and special inspection firm hired by the Construction Manager or Owner. Contractor shall provide to the testing and special inspection firm, at no additional cost, all manpower, facilities, scaffolds, calibrated torque wrenches, calibrated gauges, etc, to assist the testing and special inspection firm personnel in their testing and inspection duties. It shall be the responsibility of Contractor to notify the Construction Manager prior to commencement of the Contractor's Work, which requires testing and special inspections. Contractor shall not perform any Work requiring testing and or special inspections, unless such testing and special inspection firm personnel are present. It shall be the responsibility of the Contractor to notify the testing and special inspection firm in sufficient time to allow for travel arrangements for the testing and

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special inspection firm's personnel, prior to commencement of the Contractors Work. Contractor shall perform any corrective Work recommended by the testing and special inspection firm. The corrective Work is included in the Contract Price. Costs incurred for re-inspections for rejected materials or failed inspections will be by the Contractors.

1. This Contractor will be charged back the cost of any engineering or testing services due to rejected work installed by this Contractor.

**A. GENERAL CONDITIONS - continued**

- m. If performance of Contractor's Work, or a portion thereof, depends upon the construction or operations of any of the Other Contractors for proper execution of such Work in accordance with the Contract documents, then prior to proceeding with that portion of the Work and within forty-eight (48) hours of such discovery by Contractor, Contractor shall provide notice to Construction Manager of any apparent discrepancy or defect in the Other Contractor's work that would render such work unsuitable for the proper execution of or would result in a defect in Contractor's Work.
- n. Failure of Contractor to provide notice as provided for and within the time frame set forth in the Section above shall constitute an acknowledgment by Contractor that the Other Contractor's work, whether partially or wholly completed, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- o. Contractor shall be responsible for the necessary cutting, fitting, or patching of its Work in order to make its parts fit together properly and accommodate any subsequent work by the Other Contractors in accordance with the Contract documents.
- p. Unless stated specifically elsewhere, only the Project Director or Senior Project Manager is authorized to approve additional work or time and material work prior to the commencement of such work. All time and material work tickets verifying performance of changes and extras must be countersigned and coded for cost control purposes by the Construction Manager's Project Director or Senior Project Manager. The Contractor agrees that any time and material work tickets that have been signed by an employee of the Construction Manager not authorized to countersign time and material work tickets have a value of (\$0) Zero Dollars. It is the Contractor's responsibility to obtain proper authorization for time and material and additional work in accordance with the Contract.
- q. The Contractor shall obtain written approval from the Construction Manager prior to removal by the Contractor of any finished work, such as but not limited to sheetrock, spray-on fireproofing, ceilings, concrete, structural steel and other building components, required for the installation of its work. Failure to obtain such approval or over removals of building components will result in the cost for all required repairs being deducted from the Contract Price.
- r. Any temporary work installed by the Contractor, either before or after coordination, which interferes with Other Work and/or the ability of Other Contractors to install permanent work, shall be removed and relocated within twenty-four (24) hours from notification by the Construction Manager, on an overtime/shift basis if necessary and at the Prime Contractor's expense.
- s. Contractor shall maintain a complete and current set of Drawings and Specifications, in addition to any and all other materials necessary for completion of the Work, On-site and available for use by its On-site supervision and field forces.

**17. Permits**

- a. All permits except the actual building permit required for any part of the Contractor's work shall be procured and paid for by the Contractor. The Contractor

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shall also furnish at its own expense any required professional engineering certificates required for such permits. Copies of these items are to be provided to the Owner and Construction Manager prior to the start of any work. This shall also apply to those permits required to be obtained in the name of the Owner. Dump fees, tolls, etc. are included in the Contract Price.

**A. GENERAL CONDITIONS - continued**

- b. NYC DOT permits, including anything that occupies the construction lane or sidewalk that are required for this Project due to this Contractor's operations will be procured by this Contractor except for those NYC DOT permits indicated below that will be procured and paid for by the Construction Manager.
  - i. Lane closing.
  - ii. Sidewalk closing.All cost associated with the procurement of NYC DOT permits by the Construction Manager over and above those items listed above, including expediting, of DOT permits associated with this Contractor's operation will be deducted from the Contract Price.
- c. Any Governmental summons, violation, or monetary fines, including associated legal cost, incurred by the Owner or Construction Manager due to this Contractor's operations will be deducted from the Contract Price. Contractor will accept the Construction Manager's assignment of responsibility and comply with all requirements for complete satisfaction of summons and violations, including but not limited to, court appearance, payment of fines, and letter(s) of satisfaction for completion/correction.

**18. Union Trade Personnel**

- a. The Contractor shall employ the proper Union Trade personnel for their Work in accordance with the terms and conditions of the Project Labor Agreement ("PLA") dated October 13, 2009 including Addendum dated April 13, 2016 which shall be made part of this Contract. As a condition of payment, this Contractor and every tier of its subcontractors, shall execute and submit with its first payment application a fully executed Portfolio Labor Agreement – Letter of Assent (Schedule "C") to the Construction Manager.
  - i. Operating Engineers Locals 14-14B, 15-15A, and 15D are not signatories to the PLA. The Construction Manager's Collective Bargaining Agreements ("CBAs") will expire on June 30, 2017 at which time the possibility exists of a work stoppage by the Construction Manager's employees covered by these expiring CBAs should the association the Construction Manager is a member of fails to reach an agreement with these Operating Engineer Unions. It will be this Contractor's responsibility to assert all its rights under the no strike provisions of this Contractor's CBAs with the Operating Engineer Unions to insure there is no work stoppage by any of this Contractor's employees. Failure to take all measures required to avoid a work stoppage by this Contractor's employees, within this Contractor's control, for any reason including expiration of the Construction Manager CBAs with the Operating Engineers, will not be an excusable schedule delay.
- b. The Contractor shall employ Union Trade personnel experienced with the nature of the Work under this Contract. The Construction Manager, through its membership with the BCA is signatory to the following unions "BCA Union", some of which are not signatory to the PLA, that have subcontracting language requiring employment of BCA Union trade personnel:
  - i. General Building Laborers Local 66
  - ii. Mason Tenders District Council, Locals 78 & 79

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- iii. Operating Engineers Locals, 14-14B, 15-15A, & 15D
- iv. Teamster Local 282

**A. GENERAL CONDITIONS - continued**

When performing work covered by the traditional jurisdiction of these unions, the Contractor and every tier of its subcontractors shall employ BCA Union trade personnel. Should any questions of trade jurisdiction arise with either BCA Union or Non-BCA Union labor employed by this Contractor, the Contractor will immediately take steps to settle such disputes and will use such labor as may be determined to have jurisdiction, at no additional cost to the Construction Manager. The Contractor agrees that it shall participate and be bound by the decisions of the "The New York Plan for the Settlement of Jurisdictional Disputes" as required by the PLA for this project. All cost associated with the resolution of jurisdictional disputes shall be included in the Contract Price.

Should the Contractor fail to take expeditious action, it will be responsible for any time lost because of delays arising from such a dispute. Employment of all standby trades shall be based on the BCA Collective Bargaining Agreements or PLA.

- c. Contractor shall maintain a competent Superintendent and or Foreman at the jobsite during any time that this Contractor is working at the jobsite. Each Superintendent or Foreman shall be approved by the Construction Manager. Construction Manager shall also approve this Contractor's Project Manager. This Contractor's Project Manager and Foreman/Superintendent shall also attend all weekly job meetings. The Superintendent or Foreman shall have Cell Phones and be able to communicate via Cell Phone to the Construction Manager.
- d. Sufficient manpower shall be provided at all times to maintain progress of the Work. A labor shortage within the industry shall not be accepted as an excuse for not manning the job.
- e. Workers shall not use loud and/or abusive language and offenders shall be dismissed. Workers shall not deface any portion of the site or any temporary facilities and offenders will be dismissed. Smoking is prohibited at the site.
- f. All work on this Project will be subject to New York City Equal Employment Opportunity regulations. This Contractor shall comply with the Affirmative Action Plan embodying the requirements of the city, state, and other governing agencies.
- g. Construction workers will not be allowed to park on the Site or on streets in the adjacent neighborhood. These areas will be spot checked to insure workers are complying with this policy. Violators will be reprimanded and/or discharged from employment on the site at the discretion of the Construction Manager. This Contractor shall provide the Construction Manager a Plan for Parking and Transportation of its personnel. The plan will include the following at a minimum:
  - i. Require workers to utilize public mass transit or Contractor provided shuttlebus service.
  - ii. This Contractor shall deny its workers access to the construction site that violates the Project's no parking requirements unless a special circumstance waiver is obtained in writing from the Construction Manager.
  - iii. No Contractor vehicles will be allowed to park on-site prior to submission and approval of a Construction Vehicle Access and Control Plan approved

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by the Construction Manager. This requirement shall not extend to material delivery vehicles.

- h. Radios shall not be permitted on the jobsite at any time.

**A. GENERAL CONDITIONS - continued**

**19. Security**

- a. Security guard(s) will be employed by the Construction Manager at main entrance. Contractors will be required to wear photo ID's badges to gain access to site. The security guard will issue the ID badges. ID badges shall be returned when employee is no longer working on the project. A list of employees authorized to work on this project will be provided to the Construction Manager and updated weekly. This requirement extends to all contractors of every tier. Contractors' employees will not be allowed to enter the site without being on the Construction Managers authorized list and present a picture I.D.

**20. Miscellaneous**

- a. The allowances indicated in the scope will be used only with the expressed written consent and direction from the Construction Manager and may be used for purposes other than what is described as per said direction. All costs unused against these allowances will be credited back to the Construction Manager in the form of a deduct change order at the remaining value.

**21. Close-Out Procedures**

- a. Contractor agrees to provide documentation and cooperate with Construction Manager and Owner in closing out the Contract upon completion of Work. Contractor agrees to provide, at a minimum, the documentation listed in the Close-Out Checklist, to be developed by the Construction Manager, and understands that completion and compliance with the checklist is a condition precedent to receipt of final payment. The Construction Manager and Owner reserve the right to request additional documentation reasonably within the control of the Contractor.

**22. Affirmative Action/M/WBE**

- a. All Work on this Project will be subject to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 Equal Employment Opportunity regulations. The Contractor shall use its best efforts to subcontract to Certified Women or Minority Business (M/WBE) Contractors in the combined amount of Thirty percent (30%) of the Contract Amount. The Contractor shall use its best efforts to subcontract to Certified Women Fifteen percent (15%) and Minority Business (M/WBE) Contractors Fifteen percent (15%) of the Contract Amount. In addition, the Contractor shall use its best efforts to meet goal for minority and women workforce participation. With its bid, the Contractor shall submit a plan that will demonstrate how they intend to meet both the M/WBE Goal and the workforce goals. Contractor will comply with the New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 that fully explains the required M/WBE Participation.

**B. SCOPE OF WORK**

Without restricting the generality of work which shall be performed within the Contract Price, it is clearly understood and agreed that this Subcontractor shall provide all material, labor, trucking, hoisting, rigging, engineering, scaffolding, power hookups, protection, shop drawings, applicable

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taxes, permits, layout, equipment, supervision, applicable insurance, etc., necessary for the furnishing and installation of all specified and related work contained herein in accordance with the Contract Drawings, Specifications, Addenda and Riders, all of which become part of this Contract.

**B. SCOPE OF WORK**

The Scope of Work shall include, but not be limited to, all the **General Building Construction** work in the following Documents, except such work as may be specifically excluded in Paragraph "C" "WORK NOT IN CONTRACT".

Specification Section:

Division 02 - Existing Conditions

- Division 03 – Concrete
- Division 04 – Masonry
- Division 05 - Metals
- Division 06 - Wood, Plastics and Composites
- Division 07 - Thermal and Moisture Protection
- Division 08 - Openings
- Division 09 - Finishes
- Division 10 - Specialties
- Division 11 - Equipment

Division 32 – Exterior Improvements

Also included in this Contract are the requirements of the following, as they pertain to this Subcontractor's work:

- Division 31 - Earthwork
- ~~Division 32 – Exterior Improvements~~
- Division 33 - Utilities
- ~~Division 34 – Transportation~~

This Subcontractor shall be responsible for examining all of the Documents listed on the Rider "B", "List of Drawings and Specifications" and all items related to this Subcontractor's work, and called for in these Documents, shall be included in this Contract.

In addition to the above Specifications, this Subcontractor's work will include, but not be limited to the following items, clarifications and/or modifications.

**1. CAST-IN PLACE CONCRETE**

- a. Furnish and install all concrete work for all locations as shown or indicated in the Contract Documents, complete, in place, including forming, shoring, reshores, reinforcement, concrete, finishing and curing. This Work shall include, but not be limited to, the following:
  - i. All concrete for concrete slabs on Steel decking.
  - ii. Concrete encased columns
- b. The contractor shall coordinate with the construction manager the sequence of housekeeping pads. All work out of sequence is included in contract price.

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- c. The contractor shall provide all equipment for placement of concrete and loading materials. No hoist or other means will be available at such time.
- d. Housekeeping Pads Allowance- Contractor to provide all labor, material, and access equipment necessary to pour the house keeping pads above and beyond the current contract documents. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$20,000.00 is included in this contract for housekeeping pads.
- e. Weather Mitigation Allowance- Contractor to provide full crew to perform contract work on Saturday (8) hours to use to make up lost time caused by weather. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$30,000.00 is included in this contract for weather mitigation.

**B. SCOPE OF WORK – Continued**

**2. PRE-CAST CONCRETE/EXTERIOR FAÇADE**

- a. This contractor shall furnish and install all Architectural Pre-Cast concrete panels as called for in the contract documents.
- b. Onsite storage is limited to pre-approved locations. In most cases only the amount of material which can be installed in the immediate future or a short period of time will be accepted at one time
- c. The Contractor understands that it shall be responsible for the structural and performance design, fabrication and installation in conformance with the Contract Documents.
- d. The contractor shall supply all required equipment to execute work such as cranes, boom lifts, and lulls. The hoist will not be available or use.
- e. The contractor is responsible for all supplemental steel required to secure pre-cast concrete to structure.
- f. The contractor will leave out portion of wall as directed by construction manager for hoist run. Once hoist is removed the contractor shall install on a 6 days a week 10 hours a day schedule.
- g. The contractor is to provide any required fire safing.
- h. Weather Mitigation Allowance- Contractor to provide full crew to perform contract work on Saturday (8) hours to use to make up lost time caused by weather. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$30,000.00 is included in this contract for weather mitigation.

**3. UNIT MASONRY**

- a. This Subcontractor shall furnish and install all concrete masonry units, bond beams, bull nose units, reinforced CMU lintels, and accessories, including but not limited to, joint reinforcing, anchors, seismic clips, PTA anchors at the top of concrete masonry unit walls, ties, reinforcing bars and rods, joint fillers, etc., as indicated in the Contract Documents for a complete masonry installation. All work shall conform to all code regulations pertaining to seismic requirements.
- b. This Subcontractor shall furnish and install fire safing, fire stopping, smoke sealant, caulking, joint sealers, compressible fillers, etc. within and adjacent this Subcontractor's work, as well as where this Subcontractor's work intersects or adjoins work of other trades, i.e. up to and adjacent duct penetrations, pipe

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sleeves, etc. Fire stopping adjacent work furnished and installed by others shall be performed by others.

- c. The costs for patching all CMU up to the sleeve or ductwork for all M.E.P. penetrations through the CMU walls is included.
- d. This contractor shall install as indicated in all Contract Documents and build into its masonry work items indicated to be furnished by others, as walls are being built including but not limited to the following:
  - i. Access doors (quantity and locations of these panels shall be coordinated with the mechanical, electrical, and plumbing Subcontractors).
  - ii. Louvers.
  - iii. Sleeves for pipes, conduits, and ductwork provided by other Subcontractors and installed by this Subcontractor
  - iv. Miscellaneous ironwork set with masonry anchors including corner guards.
  - v. All lintels
- e. The contractor shall leave out sections of walls for access as directed by the construction manager. All cost related for comeback is included.

**B. SCOPE OF WORK - Continued**

- f. Patching of Walls- Contractor to provide all labor, material, and access equipment necessary to patch above and beyond the current contract documents. This cost shall be used solely at the construction manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$20,000.00 is included in this contract for patching of walls.
- g. Acceleration of Work- Contractor to provide all labor to work during overtime hours to help complete work on schedule as described in contract documents. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$20,000.00 is included in this contract for acceleration of work.
- h. Additional Openings Allowance- Contractor to provide all labor, material, and access equipment necessary for additional openings for ducts and pipe work including cutting, shoring, patching, and CMU work. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$20,000.00 is included in this contract for Additional Openings.

**4. METAL FABRICATIONS**

- a. This Contractor shall furnish and install all metal stairs, steel pan stairs and railings as defined in the contract documents including but not limited to the following items:
  - i. All miscellaneous iron connections required for installation of metal stairs, including but not limited to stringer anchorages to slabs, hangers from the superstructure, attachments to walls, etc.
  - ii. Stringer and landing closure and filler plates, if indicated in the Contract Documents.
  - iii. Struts, hangers, platform headers and subframing.
  - iv. Steel channels, angles and posts for intermediate landing supports
- b. This Contractor shall provide all of the following metals products shown on the Construction Documents including but not limited to the following items:
  - i. Steel Framing and supports for mechanical and electrical equipment
  - ii. Steel Framing and supports for where framing and supports are not specified in other sections.
  - iii. Shelf angles
  - iv. Metal floor plates and supports
  - v. Miscellaneous steel trim
  - vi. Metal bollards
  - vii. Loose bearing and leveling plates

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viii. Bar Grading

- c. This contractor will leave out North Stairway until grade beam has been installed. All cost related to comeback is included.
- d. Misc. Iron Allowance- Contract to provide all labor, material, and access equipment necessary for miscellaneous iron work. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$30,000.00 is included in this contract for miscellaneous iron.

**5. APPLIED FIREPROOFING**

- a. This Contractor shall furnish and install all applied fireproofing of the required type, thickness, and density on all areas noted on Contract Documents.

**B. ~~SCOPE OF WORK-Continued~~**

- b. This Contractor shall cover and protect from over-spray the following items:
  - i. Structural steel members/components which are identified not to receive applied fireproofing.
  - ii. Fire standpipes
  - iii. Stairs/stair railings.
  - iv. Electric power risers
  - v. Temporary power panels
  - vi. Storm water risers
  - vii. Other equipment that must be lifted during the steel erection phase.
- c. This Contractor shall exercise special attention in protecting mechanical and electrical equipment from being sprayed and shall be responsible for any damage and /or required cleaning of such units, at no additional cost to Owner or Construction Manager. Prompt removal of over-spray, per Construction Manager direction, is included in the Contract Price.
- d. Patching of Walls- Contractor to provide all labor, material, and access equipment necessary to patch above and beyond the current contract documents. This cost shall be used solely at the construction manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$40,000,00 is included in this contract for patching of walls.

**6. MEMBRANE ROOFING/WATERPROOFING**

- a. It is the intent of the Specifications and Drawings to call for finished work, tested and ready for operation. Any apparatus, appliance, material or work not shown on Drawings but mentioned in the Specifications, or vice versa, and any incidental accessories or minor details necessary to make the work complete and perfect in all respects and ready for operation, even if not specified, shall be provided without additional cost.
- b. Furnish and install all Roofing as specified and detailed. Include all roofing, roof pavers and structural caulking, insulation with, flashings, counter flashings, scuppers, pitch pockets, copings and ancillary items required for a complete and manufacturer warranted installation. This Contractor has examined all the drawings (including Structural and MEP) and is aware of the penetrations shown or implied on these documents and includes all work required for a complete installation.
- c. Additional Penetrations- Contractor to provide all labor, material, and access equipment necessary to create additional penetrations above and beyond the current contract documents. This cost shall be used solely at the construction

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manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$20,000.00 is included in this contract for additional penetrations.

- d. Temporary Roofing- Contract to provide all labor, material, and access equipment necessary for temporary roofing above and beyond the current contract documents. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$30,000.00 is included in this contract for temporary roofing.
- e. Weather Mitigation Allowance- Contractor to provide full crew to perform contract work on Saturday (8) hours to use to make up lost time caused by weather. This cost shall be used solely at the Construction Manager's discretion, and any unused portion of this cost shall be credited from the Contract. An allowance of \$30,000.00 is included in this contract for weather mitigation.

**B. SCOPE OF WORK - Continued**

**7. PAINTING**

- a. This Contractor shall furnish and apply all paint, primers, finishes, sealers, wall coverings and coatings as indicated in the contract documents, including but not limited to walls, ceilings, floors, soffits, fascia's, trim work, hollow metal, transoms, ferrous metals (primed and unprimed), columns, and plywood panel boards.
- b. This Contractor shall be responsible for any preparatory work required in order to ensure a proper installation, including but not limited to reasonable scraping, filling of nail holes, sanding, and dusting.
- c. This Contractor shall furnish and apply paint to all Fire Suppression, Plumbing, HVAC, Electrical, Communications, and Electronic Safety and Security Work where exposed in equipment rooms or occupied spaces as described in specification section 09 00 00. Paint color to match wall or ceiling. Contractor shall review mechanical, plumbing, sprinkler, and electrical drawings and specifications to ascertain the magnitude of this work.

**8. RESINOUS FLOORING**

- a. This Contractor shall furnish and install all resinous flooring complete with required accessories, including but not limited to all integral flash coves at walls, metal edge trim, resinous base, and rubber base for a complete installation as called for in the Contract Documents.
- b. This Contractor shall perform all necessary surface preparations, including cleaning, in order to ensure a smooth, secure installation. This Contractor shall provide flash patching to the subsurface prior to installation as required to produce a flat, not level, surface. Proceeding with installation indicates acceptance of the existing conditions as meeting all requirements for proper installation of the work in this Contract. This Contractor shall review all existing floor and wall conditions prior to bid and include all floor prep required to achieve the tolerances indicated in the Contract Documents.

**9. CARPENTRY, METAL DOORS, AND HARDWARE**

- a. It is the intent of this contract to have this contractor furnish and install all required framed wall and suspended ceiling systems including but not limited to: knee walls, coves, ceiling transitions, beam and column enclosures, corner guards, fascia's, soffits, jambs and sills as required in the Contract Documents.

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- b. This Contractor shall furnish and install plywood for equipment mounting in telephone, communications, security closets, electrical closets, BMS closets, lighting control closets, fire alarm closets as required by contract documents.
- c. This Contractor shall furnish, handle, store and install all hollow metal doors, frames, and hardware. It shall be the responsibility of this contractor to handle all hardware until finished locksets and hardware are installed. Keying will be by this contractor.
  - i. All door frames shall be set to finish floor heights after bench marks have been set.
  - ii. Caulking of hollow metal frames to partitions shall be included in this contract.
  - iii. Door frames in masonry walls to be set by this Contractor. Provide spreader bar to prevent bowing of door frames during grouting.
  - iv. The contractor shall provide all water tight and insulated door as specified in contract documents.

**10. SITE IMPROVEMENTS**

- a. This contractor is to furnish and install all on-site asphalt paving as called for in the contract documents.
- b. This contractor is to furnish and install all on-site concrete paving as called for in the contract documents.

**B. SCOPE OF WORK - Continued**

**11. CODE SIGNAGE**

- a. This contractor is to furnish and install all required signage as called for in the contract documents including all required signage and markings according to NYCDOB local law 26.

**12. RUBBISH REMOVAL/LABOR CLEAN UP**

- a. Contract price is a lump sum to perform all cleaning. Contractor shall provide all labor and materials to clean all areas of the building from on or about December 2016 for a period of 30 months. The term "constructed related debris" shall include, but not be limited, to drywall, piping, cardboard boxes from fixtures. All escalation is included. All of the debris generated shall be cleaned from the areas by 7 am the following day. All the areas are to be cleaned, to the satisfaction of the Construction manager.
- b. The Contractor has included all costs , including but not limited to, mobilizations, remobilizations, overtime costs, including (104) Saturdays (except Sundays and Holidays unless this Contractor is behind schedule), cost due to working multiple shifts, staggered start times, costs for multiple equipment, working out of sequence costs, costs due to working in a on-going construction project, escalation costs for material and labor (up to June 2019), carting overtime costs, costs to increase work force, cost for having multiple work crews, cost to sort and segregate and protect waste, cost for completing its work and leaving the floors broom clean by the time the other trades show up the following day (7:00am) and maximizing the recycling of all waste. The hoist will be available late in the day. This Contractor will work all overtime (Monday thru Friday) required to keep up with the progress of this project. Any overtime (Monday thru Friday) required to clean the floors and sort, segregate, and protect the waste (as required) to maximize waste recycling is included.

In the event this Contractor requires use of the hoist(s) after 3:30 pm during weekdays, or 5:00pm on Saturdays, Contractor will be back charged for Operating Engineer(s), Teamster, Site Safety Manager(s), standby Electrician(s) and any other personnel or trades required to keep the project open.

- c. This Contractor understands that the projects regular work hours are from 7am until 3:30pm and is expected to supply sufficient Manpower to complete their

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obligations in this Time period. The hoist will be operational until 3:30 PM every day for construction activities.

- d. In the event that this Contractor is not behind schedule and is directed by the Construction Manager to work on Sunday or Holidays, the premium portion of the wages for Sunday or Holidays will be reimbursed.
- e. Contract price is a lump sum for all carting and cleaning costs required for this project. Unit Prices shall not apply unless additional work is ordered by the Construction Manager.
- f. Contract price includes all legal carting and legal offsite disposal of all debris generated from all areas from this project, unless an area is specifically excluded below.
- g. This Contractor shall furnish All Labor and Materials e.g. Brooms, shop vacs, pumps Shovels, and environmentally preferable Green Dust, required to clean up all Debris and place in Mini Containers, and Laundry Baskets (canvas buckets) or plastic bags during finish work and remove from all floors.
- h. Canvas debris containers shall be used when directed by the Construction Manager.

**B. SCOPE OF WORK - Continued**

- i. All Mini containers shall be delivered (by this Contractor) to the floors as required and placed in locations not to interfere with the day's progression of the project as directed by the Construction Manager. This Contractor will be required to reserve hoist time with the Construction Manager for delivery of minis to the floors and also for removal of minis and debris from the floors as required.
- j. Contractor to provide the appropriate union Labor so as to ensure labor harmony on the project.
- k. Contractor must attend on-site meetings and orientations as required by Construction Manager with regards to construction waste management and site safety related issues.
- l. This Contractor agrees to accept any summons issued by governing agencies for deficient clean up.
- m. This contractor will maintain (~~ice removal, snow removal,~~ debris, patching, etc.) all Stairways, Sidewalks, Roadways, Hoist Rooms and runs clean of debris as required during regular working hours.
- n. Contractor includes cleaning on the top of the sidewalk shed and all roof protection (nets) on the adjacent properties.
- o. Contractor understands that he must provide all Shanties for his men and may be asked to relocate his shanty in order for the progression of the project at no cost.
- p. Contractor is responsible for costs to repair any finished work damaged by this Contractor's work. Contractor will provide protection around corners and wall coverings that could potentially be damaged by the movement of containers or other work for this trade.
- q. If in the opinion of the Construction Manger, the areas are not properly cleaned and debris is not removed in timely manner, the area will be cleared and cleaned by the Construction Manager with all costs charged to this Trade Contractor, including all overtime required (at the discretion of the Construction Manger) and associated exterminating costs. Trade Contractor should be aware that this Project has a zero tolerance policy with respect to these requirements for the handling of one's debris.

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- r. This Contractor shall furnish and service mini, roll off, packers and partitioned containers in quantities as required.
- s. Rubbish pickups shall be coordinated with the Construction Manager; Contractor has included the cost of regular hour pick up times and overtime pick up hours as required. Pick up times shall be considered to be those hours during normal working hours, and so as not to disturb the surrounding residential community. Rubbish pick-ups shall be on a daily basis or as required. This Contractor shall also provide additional pick-ups on an on-call basis when needed and not more than a 1 hour maximum response time. Contractor cannot make any pickups before 7:00 AM or after 6:00 PM as per City regulations.
- t. Contractor is aware of New York City Administrative Code 24-163 which prohibits vehicles from idling for longer than three (3) minutes unless necessary to the purpose, task, safety and/or efficiency of the vehicle or equipment, as stated in the manufacturer's Operating Manual. Idling for the purpose of heating or cooling the cab is prohibited, as is idling during loading and offloading and while queuing outside the site to offload.

B. SCOPE OF WORK - Continued

- u. Subcontractors are responsible for the compliance of their employees, subcontractors, suppliers, vendors and inspectors with this requirement. To support compliance, Subcontractors shall:
  - i. Identify individual(s) responsible for educating equipment operators and drivers on these rules;
  - ii. Educate and remind equipment operators in regular tool box talks;
  - iii. In the event of poor compliance, establish a tracking log and penalty structure for repeat offences.
- v. Contractor will keep the site free from any standing water either from storm water or spills on the site.
- w. Pest Prevention: To minimize the availability of food for pest and vermin around the job site and in construction waste bins, Contractor shall provide and manage dedicated waste bins on each floor per 1000SF for food waste. The Owner, Construction Manager and Contractor shall work together to encourage workmen to dispose of their waste in these dedicated bins. Contractor shall not allow food waste to be left on the floors or in open containers overnight at the job site.
- x. Contractor must attend on-site meetings and orientations as required by Construction Manager with regards to construction waste management and site safety related issues.
- y. This Contractor includes snow removal of sidewalks, roadways (meaning areas that have lane closures), hoist rooms and runs and turned over decks and any other means of egress ~~within 4 hours of the snow storm ending~~ for the duration of the project. If snow is required to be removed from site, this Contractor includes this in Contract price.
- z. This Contractor includes ice melt for sidewalks, roadways, hoist rooms and means of egress as required. Submit product data for approval.
- aa. This Contractor includes replacement of traffic protection on a daily basis and as required/directed thru out the work day.
- bb. This Contractor will maintain the site in accordance with the Site Safety drawings and as they are revised.

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- cc. This Contractor includes the break down and removal of all wood crating. Included in the price is all chopping / breaking down of all wood pallets and crates used, and removal from all floors throughout the day to make room for work to progress on the floors.
- dd. This Contractor includes the disposal of all vertical netting ~~and, safety posts~~ and cables at the perimeter of the building and at interior openings. This includes any toe boards associated with the shafts or perimeter. Take down is included by this Contractor. This Contractor acknowledges that grinding of attachments may be necessary and is included in this scope. Contract Price includes cutting of anchors (that are embedded in concrete) at the perimeter net locations.
- ee. This Contractor includes the removal of all temporary OSHA protection (installed by others) throughout the life of the project.
- ff. This Contractor includes the demolition, removal and recycling of all trade shanties.
- gg. This Contractor includes the removal of all temporary electrical, plumbing, fire protection, ventilation and heating systems as required for the life of the project.
- hh. This Contractor will implement and execute a dust control program at all times, with special attention at the loading dock, sidewalk and roadway areas.
- ii. This Contractor will keep onsite and maintain at all times two (2) electric pallet jacks.

B. SCOPE OF WORK - Continued

- jj. This Contractor includes all required materials, supplies, and equipment to perform this scope of work. All cleaning products and paper products (toilet tissue, paper towels, etc.) will adhere to Green Seal Certified standards for that product. If trash bags are required on site, Contractor will use bags that follow Environmental Protection Agency guidelines. All materials to be used on site will be submitted to the Construction Manager for review and approval prior to use.
- ~~kk. This Contractor includes the removal of safety posts at the perimeter of the building and at interior shaftways.~~
- ~~ll.kk. This Contractor includes the removal and disposal of all debris from the Hoist Contractor. This will occur throughout the building on all floors.~~
- ~~mm.ll.~~ This Contractor includes removal and disposal of temporary roofs on the designated floors. Temporary Roofing and Waterproofing will include, but not be limited to, flashing around all floor openings, cold joints, curbs, core shaft ways, stairways, stair landings, riser openings and flashing into temporary floor drains.
- ~~nn.mm.~~ This Contractor includes a minimum of twice daily cleaning/sanitizing of construction restrooms. Also included is stocking and restocking of paper products in these bathrooms as required on a daily basis. Painting over graffiti as needed/required.
- ~~oo.nn.~~ This Contractor will provide certified flag people for vehicle and pedestrian safety during its own operations.
- ~~pp.oo.~~ This contractor includes carting of all debris as required off the site.
- ~~qq.pp.~~ This contractor includes cleaning and carting of all debris created due to core drilling or concrete chopping/sawcutting by others.
- ~~rr.qq.~~ This contractor includes all supplies for protection of others work as directed in this scope of work.
- ~~ss.rr.~~ This contractor includes moving of other trades materials as directed by the Construction manager.

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~~tt.ss.~~ This contractor will follow all direction from the Construction Managers ~~labor~~ foreman/field supervision and dedicate 2 laborers to the Construction Manager at CM's request for any work.

~~uu.tt.~~ This contractor will provide the Construction Manager a manpower matrix to be approved by the Construction Manager

~~vv.uu.~~ This contractor on a daily basis will monitor all sump and ejector pumps and clean pits, including in elevator pits as needed. Additionally at the end of the project this contractor will provide a final cleaning of all pits including elevator pits as needed

**13. HOISTING**

- a. This Contractor shall furnish, install, erect, operate, maintain and dismantle the hoisting assemblies in locations shown on the Tishman Site Logistics Plan, dated 8/10/16 and as directed by the Construction Manager. The Hoist Complexes shall consist of the following:
  - i. One (1) dual rack and pinion with a 7000lb (net) capacity (2 cars) personnel/material hoists on a landing platform located on the East side of the building. Cars are to operate at two speeds, minimum speed of 150 fpm and a maximum speed of 300 FPM. Cabs shall be equipped with front, rear and side loading doors. Cabs shall be at a minimum of 13'-6" long x 4'-11" wide x 7'-2" high clear dimensions. Cars are to service from loading dock to the Mechanical roof.
  - ii. This Contractor shall provide all required labor to operate the Two (2) hoist cars during normal working hours (Monday – Friday 7:00 am – 3:30 pm).

**B. SCOPE OF WORK - Continued**

- iii. Rental period for the Hoist complex, and equipment shall be as indicated below and the rental period shall start at time of acceptance of each hoist by the Construction Manager. Changes in the rental period shall be adjusted by the Construction Manger upon completion of the work, in accordance with prices provided in Rider C.
  - iv. At level 1 this contractor shall construct a loading dock platform. There should be a minimum of 2 (10' wide) ramps and two (2) sets of (5' wide) stairs to access the loading platform areas.
  - v. Rental Period : 14 months
- b. While hoist towers are being constructed, it is understood and agreed that Contractor will be allowed to use its hoist to raise its materials to the various floors. Premium time shall apply to raising the tower and mast, as well as the dismantling operations. Contract includes a 6-day work week (except Sundays) and all required overtime during normal working days for raising the tower until operation is completed. Contract includes 6 days a week, 10 hour days for all dismantling operations until completion.
  - ~~c. This Contractor shall maintain the hoist complex to within 45' of the working floor. All jumps include costs for master mechanic, operating engineer and Local 1 operator (costs associated with the master mechanic and operating engineer will be excluded from the contract). All jumps shall be on an overtime basis, nights and Saturdays. Sundays are not included.~~
  - ~~d.c.~~ No jobsite storage of hoist sections and equipment shall be allowed during both erection and removal of this Contractor's work.
  - ~~e.d.~~ The Construction Manager will accept and operate the hoists after testing and approvals are completed and received, and will terminate the hoist rental period(s) when the hoists are returned to the Contractor for dismantling.
  - ~~f.e.~~ Contractor acknowledges that it is familiar with the proposed curtain wall system. The Contractor shall engineer the hoist ties such that the number of penetrations through the building enclosure system is minimized. All ties and supports shall be

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designed to minimize impact to interior fit out of floor area and as designated by the Construction Manager.

~~g.f.~~ ~~Personnel to operate hoists are not included in Contract. However, this~~ Contractor shall provide training and instructions for the proper use of hoists. The training will be for 1 full shift per operator and will entail training on operation of the car, loading of materials and personnel and training for day to day proper use of the hoists. This Contractor is to include time for training of 8 operators.

~~h.g.~~ Contractor will review Construction Manager's use of all equipment and shall notify Construction Manager if it is using the hoist in any way for which it was not intended.

~~i.h.~~ Contractor shall provide normal wear and tear maintenance in accordance with manufacturer's recommendations for extreme heavy duty usage. Each hoist car will be made available for one hour per week, after normal working hours, for routine maintenance.

~~j.i.~~ All transformers required are included in the Contract. The Contractor acknowledges that it is aware of the temporary electrical service to be furnished to the jobsite and that it will be responsible for insuring that all hoist electrical requirements are provided. Connection of transformers is by others. This Contractor shall include an additional transformer for each piece of equipment as spares. This Contractor shall provide new electrical disconnects for all its equipment.

~~k.i.~~ All required overhead protection on the personnel cars is included in the Contract.

~~l.k.~~ This Contractor will furnish a fire extinguisher for each hoist car.

**B. SCOPE OF WORK - Continued**

~~m.l.~~ This Contractor shall outfit each car with a bridge plate to be used for rolling equipment onto the platforms. Bridge plates shall be stored in the cars between uses with brackets bolted to the car and shall have a steel lanyard permanently connected to the plate and car at all times. This Contractor shall maintain and repair these bridge plates and lanyards as required.

~~n.m.~~ This Contractor will submit within two (2) weeks of award to the Construction Manager a written Loading Program. This Loading Program will include the maximum capacity of the cars and will detail how to prevent uneven loading of the cars. In addition, this Contractor will furnish, install and maintain a wheel stop at the dimensional limits of the extended cars as to avoid uneven loading of materials.

~~o.n.~~ At the ground floor level provide and maintain all ramps, steps, platforms, loading docks, overhead protection, required railings, all OSHA required protection bollards, and Jersey Barriers as required. Contractor to furnish, install and remove platform, doors, steps, railings, etc. from the dual personnel/material hoist platforms to the ground floor slab inside the building. Contractor to provide and maintain a street level loading platform, 50" above loading dock cribbing, that is able to support rolling loads of all material deliveries, carts, A-frames, hand trucks, motorized pallet jacks etc. Cantilevered overhead protection 5'-0" beyond the boundary of the hoist loading areas are to be provided.

~~p.o.~~ Provide all scaffolding runways, guardrails and screening from hoists or common platforms into the building and at all roof setbacks with all required supports and OSHA protection. Provide supports at setbacks in such a way that it will minimize interference with the installation of the roofing membrane.

~~q.p.~~ All required rigging, cathead assemblies, braces, tie backs, etc., for all hoists, and runways at roof setbacks are included in the Contract.

~~r.q.~~ This Contractor shall furnish, install, maintain and remove mesh gates with metal floor numbers at all levels.

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~~s.r.~~ This Contractor will coordinate with others the installation of the runway back to the building off hoist car with the temporary vestibule (by others) and the temporary hollow metal doors (by others) at the temporary vestibule.

~~t.s.~~ This Contractor shall provide ramps at the floors from the hoist cars to the floor slab. Ramps will be 20'-0" long x 6'-0" wide with railings on out board side of ramps. Ramps shall be designed to accommodate the maximum capacity of the hoists.

~~u.t.~~ Contractor shall provide full height enclosures extending a minimum of 30 inches past any moving portion of the hoist on the building side of the hoistway for hoists located outside the structure. Contractor shall include full height wire mesh enclosures around platform and shall include rails and toe boards at the platform runway to the building on each floor. The perimeter of all wide well hoist tower to have wire mesh enclosures as well as gates. The wire mesh is to extend from the top of the gates to the underside of the platform above. All platforms shall have full height safety netting around the perimeters.

~~v.u.~~ This Contractor shall furnish, install, repair, replace, maintain and remove Plexiglas winter protection and heaters which are to be removed at the end of the heating season in all personnel hoists.

**B. SCOPE OF WORK - Continued**

~~w.v.~~ All areas for hoists are shown on TCCNY Logistic Plan. For the purpose of complying with the requirements of the Building Code of the City of New York the Contractor shall furnish to Construction Manager all information of position of hoists, tiebacks, runback structure along with pertinent loads from the operation of such equipment certified as to accuracy and location by a Professional Engineer, licensed to practice in the State of New York, engaged by this Contractor. Contractor shall submit engineered drawings including location coordinates required for a complete design of the common platforms, hoists, hoist pads, scaffolding, shoring and steel dunnage for load transfers under hoists. Drawings shall be prepared and stamped by a New York State Professional Engineer within two (2) weeks from Contract date. This Contractor shall be responsible for providing its' own steel dunnage hoist pads at the ground floor and setbacks.

~~x.w.~~ All required engineering, permits, insurance, etc., for the hoists, sheds and bridges shall be the responsibility of this Contractor and shall not result in any additional cost. All permits required by the Building Department, NYCTA, the Department of Highways or any other governmental authorities for cranes, "cherry pickers", etc., and for the rigging of this work shall be obtained by Contractor. All costs for resulting overtime requirements shall be this Contractor's responsibility. Copies of the permits and all approved drawings are to be provided to the Owner and Construction Manager prior to the start of any work. This shall also apply to those permits required to be obtained in the name of the Owner.

~~y.x.~~ Contractor is aware of the structural capacities of areas to be used for Contractor's equipment and material storage and shall not exceed the rated capacities without taking appropriate steps to compensate for the imposition of the construction loads which may exceed said capacities. All permanent building and foundation loads and modifications required by Contractor for hoisting equipment and towers shall be prepared and stamped by the New York State Professional Engineer hired and paid for by this Contractor and formally submitted within two (2) weeks of the Contract Award.

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- ~~z.y.~~ Contractor shall submit all drawings; engineering data, etc. required for Building Department approval, as well as conduct testing and inspections for the Building Department and shall obtain and maintain Building Department and Elevator Department permits for the duration of this contract
- ~~aa.z.~~ The Contractor's design shall take into account that the live loading on the hoist tower complex may exceed the required live load code requirements due to the intermittent material loading, differential loading, and snow loads. The Contractor's Engineer of Record shall account for these loading conditions in the design of the hoist tower complex.
- ~~bb.aa.~~ Contractor shall provide all protection as required by the New York City Building Code, New York City Transit Authority, Department of Highways, OSHA and all governing authorities.
- ~~ee.bb.~~ If required two weeks prior to the removal of hoist ties, the Contractor shall submit to the Construction Manager and 3rd party engineer, means and methods and restrictions for the removal and replacement ties including ensuring plumbness of the hoist and runback structure after the re-installation.
- ~~dd.cc.~~ Construction Manager will notify Contractor immediately if hoist or part of the leased equipment is not properly functioning. All repairs will then be made by this Contractor at its own expense. Contractor shall respond within two (2) hours and repair the equipment on the same day as the service call. Contractor shall perform the repair work on overtime, if necessary, to have the equipment operating by the next morning. If any piece of equipment breaks down from normal wear and tear and is not repaired within 24 hours notice to Contractor, rent on that piece of equipment shall be abated for the entire down time.
- ~~ee.dd.~~ Contractor to provide all design, inspection, reporting and other documentation required per Rider "S", within 30 days of contract award.

**B. SCOPE OF WORK - Continued**

- ~~ff. ee.~~ Contractor is to provide written certification to the Construction Manager that all materials and equipment supplied and installed under this Contract have been inspected by this Contractor and approved by this Contractor for its intended use prior to takeover by Construction Manager. All equipment which is to be furnished by this Contractor will be less than 5 years old.
- ~~gg. ff.~~ Five million dollar (\$5,000,000.00) professional liability insurance policy is included in the Contract.
- ~~hh. gg.~~ All appropriate sales taxes are included in this contract.
- ~~ii. hh.~~ This Contractor will adhere to the following requirements as it relates to Hoist Systems inspections and reviews and include noted allowances within the contract cost:
- ~~jj. 3rd Party Engineering Peer Review - (3rd party to be contracted by TCCNY and not the Hoisting contractor). This Contractor to submit all required submittals within 3 weeks of contract award.~~
- ~~kk. 3rd Party System Inspector - (3rd Party to be contracted by TCCNY and not the Hoisting contractor). This 3rd Party inspector will be inspecting mechanics of the Hoist system. These inspections will occur every ninety (90) days. This Contractor will provide 1 person to work alongside this inspector for a full day for each hoist (1 day for material hoist and 1 day for personnel) every 90 days for the duration of the project. The CM allowance will not cover the cost of these Contractors personnel only the 3rd Party Inspector. This Contractor is to include these inspections on overtime.~~

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~~ll~~.ii. This Contractor shall provide, erect, maintain and dismantle the sidewalk sheds in locations shown on the Tishman Site Logistics Plan, dated 8/10/16 and as directed by the Construction Manager.

~~mm~~.jj. Contractor to furnish, install, maintain and remove the sidewalk sheds listed below:

**i. Low Bridge**

ii. This contractor is to construct a heavy duty NYCDOB compliant sidewalk shed, minimum 8'-0" height and 10'-0" wide, as indicated with a 4'-0" high ¾" M.D.O. thick plywood parapet, metal deck and plywood on the shed roof.

iii. North Elevation – 100' L.F.

iv. South Elevation – 50' L.F.

v. East Elevation – 0' L.F.

vi. West Elevation – 100' L.F.

**vii. High Bridge**

viii. This contractor is to construct a heavy duty NYCDOB compliant sidewalk shed, minimum 18'-0" height clearance from road surface, as indicated with a 4'-0" high ¾" M.D.O. thick plywood parapet, metal deck and plywood on the shed roof. The placement of supports will allow for free clear access at each roadway for freight trucks. This contractor shall provide jersey barriers or equivalent to protect sidewalk shed legs from vehicular impact. Include any removal of existing jersey barriers and fencing as required. Include Rental period 12 months.

ix. North Elevation – 100' L.F.

1. Ramp Access – Span over both ramps to allow for swing radius of freight trucks into both upper and lower ramps.

2. PANY Access – Span over roadway for vehicle access.

x. South Elevation – 150' L.F.

1. Ramp Access – Span over both ramps to allow for swing radius of freight trucks into both upper and lower ramps. Maintain 18'-0" clearance from road surface.

2. PANY Access – Span over roadway for vehicle access.

xi. East Elevation – 100' L.F.

1. PANY Access – Span over roadway for vehicle access.

xii. West Elevation – 50' L.F.

**B. SCOPE OF WORK – Continued**

1. 39th Street Gate – Span over roadway to allow for swing radius of freight trucks into facility. Maintain 18'-0" clearance from road surface.

~~nn~~.kk. This contractor to provide protection with wood planking and A-Frame scaffolding over each transformer structure in the existing yard.

~~oo~~.ll. The Contract includes the rental of the shed as indicated above in item 1, (See Rider "C", Alternates and Unit Prices for monthly rental beyond or less than the initial period) from the date of acceptance by the Construction Manager. No credit for early removal.

~~pp~~.mm. Fence and parapet to be painted two (2) coats of "enamel paint or high gloss reflective finish" in a custom color as directed by Construction Manager. All paint shall be compliant with the Rider A, Green Building Requirements. Colors shall be white or blue.

~~qq~~.nn. For the purpose of complying with the requirements of the Building Code of the City of New York the Contractor shall furnish to Construction Manager all information relating the sheds with pertinent loads and design stamped by a Professional Engineer, licensed to practice in the State of New York, engaged by this Contractor. Contractor shall submit engineered drawings including location coordinates required for a complete design of the construction sheds. Drawings shall be prepared and stamped by a New York State Professional Engineer within two (2) weeks from Contract date. Contractor agrees to design the heavy duty sidewalk sheds to span over any vaults that exist on any of the streets and/or

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reinforce its shed in order to properly and safely maintain the structural stability of the vaults located under the sidewalk sheds.

~~ff-oo.~~ This Contract shall include at least four (4) 4'-0" wide personnel gates thru the scaffolding/sidewalk shed to the site.

~~ss-pp.~~ Contractor is not responsible for the cost to repair any damage to the sidewalk shed caused by any vehicular accident (excluding Contractor's own vehicles), provided equipment is installed within limits of permits.

~~tt-qq.~~ Sidewalk shed tie downs will be provided as required. On a daily basis inspections will be performed by others, this contractor shall immediately correct and repair any deficiencies.

~~uu-rr.~~ This Contractor shall include acorn nuts on all threaded stubs on the posts at the sidewalk scaffolding.

~~vv-ss.~~ This Contractor shall provide Two (2) sets of temporary stair (extras wide) towers from the Ground Floor to Main Roof level. Each stair tower to include a material wheel well to hoist materials, capacity 2,000 lbs. Rental period shall be for 18 months.

~~ww-tt.~~ This Contractor shall provide 1000' L.F. of plywood fencing. All required support such as posts and braces to meet local codes are included. The fence locations to be finalized with Construction Manager at site and also at construction yard.

~~xx-uu.~~ Fence and parapet to be painted two (2) coats of "enamel paint or high gloss reflective finish" in a custom color as directed by Construction Manager. All paint shall be compliant with the Rider A, Green Building Requirements. Colors shall be white or blue.

~~yy-vv.~~ This contractor to provide 5 man gates with related hardware to be added as required by the Construction Manager. The cost to remove existing plywood, bracing and install of new gate as a comeback is included.

B. SCOPE OF WORK - Continued

~~zz-ww.~~ This contractor to provide Two (2) sets of chain link gates for 25' l.f. opening at construction yard Vehicle access. Installation will be at separate mobilizations, the cost to remove existing plywood, bracing and install of new gate as comeback is included.

~~aaa-xx.~~ This contractor to provide Two (2) sets of bifold sliding gates for 25' l.f. opening at construction yard Vehicle access. Installation will be at separate mobilizations, the cost to remove existing plywood, bracing and install of new gate as comeback is included.  
Allowances

~~yy.~~ This Contractor shall include a 1000 hours Relocation and \$25,000.00 Repairs- Contract to provide all labor, material allowance, and access equipment necessary for relocations and repairs above and beyond what is shown and described. All above. This cost shall be used solely at the Construction Manager's discretion, and any unused allowance portion of this cost shall be credited back to the Owner.

~~3rd Party Engineering Peer Review - (3rd party to be contracted by TCCNY and not the Hoisting contractor). This Contractor to submit all required submittals within 3 weeks of from the Contract. An allowance of \$160,000.00 is included in this contract for relocations and repairs.~~

~~eee-zz.~~ 3rd Party Engineering Peer Review - (3rd party to be contracted by TCCNY and not the Hoisting contractor). This Contractor to submit all required submittals

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within 3 weeks of contract award. ~~award.~~ All This cost shall be used solely at the Construction Manager's discretion, and any unused allowance portion of this cost shall be credited back to from the Owner Contract. This contractor shall include a \$10,000 allowance for 3<sup>rd</sup> Party Engineering Peer Review.

~~ddd.aaa.~~ 3rd Party System Inspector - (3rd Party to be contracted by TCCNY and not the Hoisting contractor). This 3rd Party inspector will be inspecting mechanics of the Hoist system. These inspections will occur every ninety (90) days. All This cost shall be used solely at the Construction Manager's discretion, and any unused allowance portion of this cost shall be credited back to from the Owner Contract. This contractor shall include a \$20,000 allowance for 3rd Party system inspector.

~~bbb.~~ This Contractor shall include a 1050 hours allowance for

Hoist Operator Overtime- Contract to provide all labor to operate for operation of hoist cars beyond normal working hours at overtime rate. All This cost shall be used solely at the Construction Manager's discretion, and any unused allowance portion of this cost shall be credited back to from the Contract. An allowance of \$225,000.00 is included in this contract for relocations and repairs.

14. SELECTIVE DEMOLITION1. Selective Demolitiona. Phase Ai. Precast Panels- 10'x10'x8"

1. Contractor to the Owner remove required precast panels and supporting steel support.

a. West Elevation – 110' L.F. x 20'-0" between Column Lines 1420-1300 along AO Line

b. North Elevation – 100' L.F. x 20'-0" between Column Lines Ao-A5 along 1420 line.

2. This contractor to provide all required equipment and/or cranes to remove panels.

3. This contractor to provide all required carting/trucking of panels off site.

ii. Firepump Room

1. This contractor is to remove parapet walls as directed by Construction Manager to allow for steel erection above.

2. This contractor to provide all required carting/trucking of panels off site.

iii. Guard Shack

1. Contractor to remove in its entirety including all contents.

2. This contractor to provide all required equipment.

3. This contractor to provide all required carting off site.

iv. Chain link Fence

1. Contractor to remove in its entirety.

2. This contractor to provide all required equipment.

3. This contractor to provide all required carting off site.

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b. Phase B:

i. Firepump Room

1. This contractor to remove in its entirety the structure.
2. This contractor to provide all required equipment.
3. This contractor to provide all required carting off site.

ii. Upper Ramp

1. Contractor to remove required precast panels.
2. This contractor to provide all required equipment and/or cranes to remove panels.
3. This contractor to provide all required carting/trucking of panels off site.

**C. WORK NOT IN CONTRACT**

1. Slab on Grade
2. Structural Steel Framing
3. Steel Decking
4. Standby costs due to working overtime, unless overtime is required due to this contractors failure to clean properly.
- ~~5. Cleaning of masonry debris (carting is included)~~
- ~~6. Cleaning of concrete debris~~
- ~~7-5. Fine Cleaning~~
- ~~8-6. Electrical Hookups~~

**D. SHOP DRAWINGS AND SUBMITTALS**

The Contractor shall immediately expedite the submission of shop drawings and ordering of materials and equipment so that work of this Contract shall be installed in sufficient time to comply with the Project Construction Schedule. This Contractor agrees that the following specific scheduling intervals shall be maintained by it and coordinated with other trades provided that the work of others has advanced sufficiently to permit the sequencing as called for:

1. Work under this Contract shall commence immediately upon receipt of instructions from the Construction Manager and shall proceed when and where directed, with sufficient labor and material, to allow the entire project to be completed in accordance with the Project Construction Schedule. The work under this Contract shall be coordinated with the work of other trades in order not to delay the progress of the job. The Contractor shall follow all interim schedules that may be issued by the Construction Manager, as the job conditions require.
2. A submittal schedule log indicating a description and submission dates of all drawings, schedules, literature, samples, certifications, etc., as required by the specifications and terms of this Contract shall be completed and submitted for approval within two (2) weeks of Contract award.

**D. SHOP DRAWINGS AND SUBMITTALS – continued**

3. Shop drawings and detail drawings shall be provided by this Contractor, utilizing the most modern detailing practices applicable to this Project, incorporating speed and economy in fabrication and erection methods.
4. Contractor will include blank template approval stamps on all shop drawings submitted for approval. Template to be provided electronically by the design team.

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5. It is agreed that for purposes of scheduling the various operations of the Contractor's work, the Architect shall require ten (10) working days, or fourteen (14) calendar days, whichever is longer, for the approval of shop drawings, from time of Architect's receipt to time of Architect's return to Construction Manager.
6. All required shop drawings and submittals shall be submitted in a uniform flow as drawings for each area of the building are completed. This Contractor shall establish a steady flow of shop drawings for approval and not accumulation of an excessive quantity of shop drawings in a single submission.
7. The Contractor shall submit and maintain record documents (shop drawings, as-built, etc.) in accordance with the Contract Documents.
8. All submissions will be submitted with a stamp indicating that Contractor has reviewed the submittal for conformance with the Contract Documents, coordinated with the work of other trades, and approved by the Contractor.
9. Shop drawings and detail drawings shall be provided by this Contractor, utilizing the most modern detailing practices applicable to this Project, incorporating speed and economy in fabrication and installation methods. All shop drawings shall be prepared using latest version of AutoCAD and record as-builts shall be provided to Owner at Substantial Completion in both disk format and hard copy prints.
10. The Contractor shall furnish to the Construction Manager copies of all material orders (without pricing), cutting lists, shop tickets and acknowledgments of such orders.
11. Shop drawings for embedded items and separate layout drawings indicating the locations of these embedded items shall be submitted within Six (6) weeks after Contract award, or sooner, if required by the Construction Manager.
12. The Contractor shall furnish to the Construction Manager Transparencies and/or prints of erection plans and shop drawings in such quantities as determined by the Architect, which shall be used for approval of the Contractor's work.
13. Contractor shall utilize the Construction Manager's electronic document control system if so directed.
14. All connection calculations prepared by this Contractor shall be signed and sealed by a NYS Professional Engineer retained by this Contractor. All shop drawings shall be prepared under the supervision of the PE. This Contractor shall provide a signed and sealed letter stating that all shop drawings were prepared under the supervision of this Contractor's Professional Engineer.
15. This Contractor's Professional Engineer and all sub-trades professional engineers shall carry errors and omissions liability insurance in accordance with Rider "D", Insurance Rider. Certificates of Insurance shall be submitted to Owner, Construction Manager and the Engineer of Record prior to calculation and shop drawing submittals. Any change or cancellation to this policy shall be notified to the above parties with 30 days advance notice.

**E. SCHEDULE-TIME OF PERFORMANCE**

1. With the bid, this Contractor is to submit the following to the Construction Manager:
  - a. Construction progress schedule
  - b. Preliminary crane, material staging, and erection logistics plan.

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- c. Shop drawing submittal schedule logically tied to construction schedule with following additional information:
    - i. Estimated number of shop drawings, erection and piece mark drawings to be submitted for review.
    - ii. Approximate number of shop drawings to be submitted at each submission.
    - iii. Frequency of shop drawing submissions.
  - d. Calculations and shop standards submission schedule
  - e. Name and resume of trade Contractor's superintendent to be assigned to this project, for review and approval by Construction Manager.
  - f. Worker's Compensation Employee Modification Ratio.
  - g. M/WBE and EEO Plan
  - h. Insurance Worksheets
2. Within two (2) weeks of award, this Contractor is to submit the following to the Construction Manager (first payment to Contractor will be withheld until the following is submitted):
- a. Trade payment breakdown
  - b. Labor rate sheets
  - c. Certificates of insurance
  - d. Begin submission for approval of all drawings, schedule, literature, samples, certifications, etc., as required by the Specifications. Shop drawings shall be completed for approval within Four (4) weeks of Contract award after Contractor's receipt of Released for Construction design drawings, but total detailing time shall not delay scheduled start of erection and completion. Contractor shall submit a shop drawing schedule by tier, including milestones for submission of shop standard, start date of detailing shop drawings, approximate number of shop drawing to be submitted each week and schedule of procurement of materials (mill order). The Contractor, with its detailers and its licensed professional engineer responsible for the design of the connections, shall attend a pre-detailing meeting with the Engineer to review the Contractor's connection design concepts. This meeting shall be scheduled within two weeks of notice to proceed. A detailed schedule of shop drawing submittals shall be provided to the design team at this meeting. Job standards and calculation submittals shall be made for all connection types at the start of the shop drawing schedule.
  - e. Material procurement logs.
  - f. Horizontal Bar Chart Schedule, indicating the following intervals:
    - i. Shop standards.
    - ii. Submission of all shop drawings.
    - iii. Fabrication.
    - iv. Installation.
  - g. Cash Flow

**E. SCHEDULE-TIME OF PERFORMANCE – continued**

3. Within two (2) weeks of Contract award, the Contractor shall submit a detailed CPM schedule indicating the aforementioned activities and their interdependencies, as well as any additional activities the Construction Manager may request at a later date, to more accurately reflect actual project conditions.

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4. In order to maintain synchronization and harmony with respect to all of the construction and operations on the Project site, Contractor agrees to do the following when so requested:
  - a. Review the construction schedules of Other Contractors in order to make internal revisions to Contractor's own schedule such that Contractor's schedule will coordinate with the schedules of others, or
  - b. Participate in a joint review among relevant parties of the schedules of Contractor and the Other Contractors, each schedule being reviewed in terms of the others, in order to coordinate all such schedules; and, after such joint review, revise Contractor's schedule as mutually agreed upon and to the extent necessary in order to coordinate Contractor's activities with those of the Other Contractors.

5. The Contractor shall be prepared to commence the engineering phase of the work immediately and its fieldwork on or about **December, 2016**, or at such later date as directed by Construction Manager provided that the work of others has advanced sufficiently to permit such a start. The Contractor will provide multiple equipment, work in shifts, weekend work, expedite material procurement, expedite material delivery, shop drawing overtime, ~~and any other cost to accomplish the following milestone dates:~~

- a. The Contract Price includes all overtime costs, both direct and indirect, weekend and holiday work, multiple shift costs, regardless of cause of delays including weather, which the Contractor must utilize in order to maintain the construction schedule.

There will be no escalation of price allowed for duration of the Contract, nor will there be any additional cost due to the delayed start or protracted duration of installation as required by the progress of the project.

6. The Contractor agrees that "Time is of the Essence", with respect to the performance of the Contractor's work and all dates and time periods pertaining to this Contract, and it understands that in order to accomplish the aforementioned Schedule, ~~including intermittent milestones,~~ it may be required to work its crew and equipment overtime on regular work days and on Saturdays and Holidays, the cost of which is included in the Contract Price. The Contractor shall pay the cost of standby trades, provided such overtime is required due to the Contractor's failure to maintain schedule. It is understood and agreed that procurement of Saturday, Sunday or Holiday work permits and/or after hour work permits, if required, shall be obtained by Construction Manager, however, all costs associated with obtaining the work permits shall be charged to the Contractor.

7. Installation will be able to commence on site, assuming the work of other trades has advanced sufficiently.

8. All materials must be fabricated to allow the above installation schedule to proceed uninterrupted. Failure to meet the requirements will require the Contractor to immediately institute a recovery program that may consist of additional manpower, shift work or overtime until this Contractor is capable of performing its work to maintain the above schedule, with no increase to Contract Price.

- a. Where the Contractor is installing Work with associated shop drawings and product submittals, the Contractor shall submit the information for review and approval at a minimum forty-five (45) working days in advance of the installation date for review/approval by the Owner's or Construction Manager's design professionals and the Construction Manager; no Work shall be installed prior to this review and approval process.

**E. SCHEDULE-TIME OF PERFORMANCE – continued**

9. Within five (5) working days of the receipt of a "Notice of Non-conformance" or "Punch List," the Contractor shall begin all corrective work indicated on the list. Upon receipt of a Punch List or Notice of Non-conformance, for any given area, this Contractor shall assign a sufficient number of workers to complete or correct the Work per the Construction

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Manager's scheduling requirements. Any and all costs to repair damages caused by the Contractor during the performance of this, or any other work, shall be charged to this Contractor's account.

10. The Contractor will submit the following on a weekly basis. Failure to do so is grounds for non-payment:
  - a. Detailed reports regarding status of engineering submissions, procurement, and fabrication operations.
  - b. This Contractor shall make available on an as visit basis its facilities to verify material procurement, fabrication and completion quantities.
  - c. This Contractor shall provide a shop drawing schedule indicating the total amount of drawings per tier, amount submitted, amount to be resubmitted, and the amount issued to the shop for fabrication.

**F. SAFETY**

1. All work performed by this Contractor and its Subcontractors of every tier will be in accordance with all federal, state, and local laws and regulations. This Contractor shall employ the most up to date and advance safety methods, means and devices to insure a safe work environment for its workers, its subcontractor workers, workers of other trades, adjacent structures, and the public whether or not specifically stated in the Contract Document. Notwithstanding anything to the contrary, the Contractor will be responsible for maintaining a safe work environment.
2. The Contractor agrees that the Construction Manager may suspend the performance of its work, in whole or part, to the extent necessary to ensure compliance with, and enforcement of the Site Safety Plan and all federal, state, and local laws and regulations as necessary to ensure the safety of the public, adjacent properties, and workers. Any costs incurred by the Contractor as a result thereof are included in the Contract Price.
3. The Contractor's Safety Program will be job specific in accordance with the requirements of Rider "S", Safety Addendum, latest edition, attached hereto and made part of the Contract.

**G. QUALITY ASSURANCE**

**1. Reference Standards**

All work of this Contract shall be performed in strict accordance with the Codes and Standards noted below and with the Contract Documents. When more than one of the Reference Standards and/or the Contract Documents applies to a particular portion of the work, the most stringent shall govern.

- a. "Building Code of the City of New York {Modify as Required}" - with all amendments to date.

The requirements of any additional Reference Standards cited by the Documents noted above shall be considered as being mandatory for this project.

**2. Tolerances and Finish Requirements**

Work that is out of specified tolerance and/or does not meet other project requirements under this Contract shall be corrected, repaired or replaced immediately so as not to delay project construction schedules or else at a later time as directed by the Contractor, at no additional cost.

**G. QUALITY ASSURANCE - continued**

**3. Warranty**

The Contractor will warranty, in a form acceptable to the Owner, all work performed and materials installed by it to be free from inherent defects and shall keep same in repair and

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replace any defective materials or workmanship free of cost to the Owner for a period of time of one (1) year or greater in accordance with the Contract Documents commencing from the date of formal Owner acceptance ~~or thru to XXX-xx, 20xx, whichever time period is greater.~~

- a. The Contractor shall replace or repair, at no additional costs to the Owner and/or Construction Manager, all installed work which occur after Owner acceptance and within the warranty period. The Contractor shall respond within twenty-four (24) hours notice thereof by the Owner. Additionally, the Contractor shall reimburse the Owner for any damages caused by such malfunctions and the repair thereof.
  - b. Any use of installed items for testing, start-up or beneficial use prior to acceptance date shall not constitute warranty start-up. If this system is utilized for beneficial use or early occupancy, the Contractor shall perform a full service of the system and equipment including but not limited to a complete test of the system with written report and any required system repairs. All costs necessary to provide a full warranty period after this use is included in this Contract. Though the system will be utilized for beneficial use prior to the warranty start date specified herein, the Contractor shall maintain the system as if under warranty during that period.
4. **Calculations**  
All calculations for this Contractor's Work are to be sealed by a properly licensed and fully qualified New York State Licensed Professional Engineer.
  5. **Material Or Equipment Certifications**  
Contractor will submit, when so directed by the Construction Manager, all mill or factory test reports for Engineer's or Architect's review to confirm the quality of the material or equipment supplied to the project. Material or equipment found to not comply with Contract Documents will be immediately removed and replaced by the Contractor at no additional cost to the Owner or Construction Manager.
  6. **Layout and Surveying**  
The Contractor shall be fully responsible for all engineering and layout of his work. Benchmarks and axis lines will be established by the Construction Manager at each floor level. All subsequent layout shall be performed by the Contractor. The Contractor shall develop all lines and grades necessary for its work, and shall use a laser level in addition to any other surveying instruments in setting the locations and elevations of structural steel. The type of instruments to be used, as well as the frequency and method of calibration, are subject to the approval of the Construction Manager. Contractor shall provide a survey of all structural steel elements and pour stop locations conducted by a {licensed New York State or Local 15D} surveyor at the completion of its work.