

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

November 9, 2016 ~~October 24, 2016~~

**EQUIPMENT: PRE-PURCHASE PACKAGE ONE: ENGINE GENERATOR SETS,
PARALLELING GEAR, AND AUTOMATIC TRANSFER SWITCHES**

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

A. GENERAL CONDITIONS

1. As used herein:
 - a. “**Owner**” shall mean: *New York State Economic Development Corporation, d/b/a The Jacob K. Javits Convention Development Corporation, New York, NY.*
 - b. “**Construction Manager**” shall mean: Tishman Construction Corporation of New York.
 - c. “**Site**” or “**Project Name**” shall mean: The building and property defined as the Jacob K. Javits Convention Center, New York City, NY.
 - d. “**Contract Documents**” shall mean: All documents as listed on the Construction Manager’s Vendor short form agreement, the drawings and specifications (“Consultant Documents”) published by the Architect / Engineer, as well as all exhibits and attachments described or referenced herein.
 - e. “**Vendor**” shall mean: an entity engaged in 1) furnishing material(s), specified capital equipment / machinery that becomes permanently installed in the building and/or 2) furnishing rental equipment / machinery on a term contract basis.
 - f. “**Trade Contractor (or Sub-contractor)**” shall mean: Any entity engaged in the employment of qualified trade labor to effect the installation of specified materials and equipment and/or miscellaneous materials.
 - g. “**Scope**” shall mean: The specific work, the procurement of equipment and associated OEM manufacturer services delineated herein, and in strict accordance with the Contract Documents.
2. The Vendor represents that it is familiar with and has expertise in the work of this Scope. The Vendor further agrees that it shall provide all work for this Scope as may be required to make a complete job of that which may not be fully defined in the Contract Documents.
3. It is understood that all equipment, work, and products of the Vendor shall be in strict accordance with the Building Code of the City of New York, all applicable codes and regulations, and with Authorities / Government agencies having jurisdiction. Where there is any conflict in provisions, the most stringent shall apply.
4. The Vendor shall comply with all legal regulations, OSHA safety regulations, and the regulations of municipal, city, local, and other government agencies having jurisdiction concerning the work of this Vendor. The Vendor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. If the Vendor performs any work contrary to such laws, ordinances, codes, rules and regulations, it shall make all changes to comply therewith, and bear all costs arising there from.

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A. GENERAL CONDITIONS - *continued*

5. Should any questions of union, or other labor organization jurisdictions arise, the Vendor shall 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 Owner or Construction Manager. Should the Vendor fail to take expeditious action, it shall be responsible for any time lost and cost impacts because of delays arising from such a dispute.
6. The Vendor shall note that an Insurance Rider is included and agrees to furnish completed insurance documents at the time of bid submittal, for "Vendor furnishing" of Materials & Equipment, and related general liability, autos / company vehicles & personnel.
7. The Vendor and its Sub-vendors, suppliers, etc., shall not use the Site, the Project Name or their affiliation with Construction Manager and/or Owner, for publicity or advertisement of any kind whatsoever without the prior written approval of the Owner.
8. Manufacturers, suppliers, vendors, contractors or subcontractors are required to comply with the OSHA Hazard Communication Standard 29 CFR 1910.1200 and 29 CFR 1926.59 and supply the Construction Manager with the appropriate Material Safety Data Sheet including updates, at the time of initial shipment of hazardous material to the project.
9. The Vendor shall visit and carefully examine the premises and familiarize itself with the existing areas of coordination involving traffic, building access, material delivery, material handling, security and other items that impact the site and building usage. It is understood that the Vendor is aware of these conditions, and the Vendor will not attempt to seek additional monies for hardships arising from actions, special measures, or precautions regarding same.

B. SPECIAL CONDITIONS

1. This Contract, at the sole option of the Construction Manager, may be assigned to the successful project Mechanical Trade Contractor for the site described herein. The aforementioned Trade Contractor shall then assume all obligations and responsibilities under this Contract.
2. The Vendor is aware of the requirements of the various Department(s) of Transportation Bureau(s) and / or traffic regulations regarding restricted vehicle lengths, weight restrictions, times of operation in the geographical area in which the project is situated, and the route to the project from the factory. The Vendor agrees that there shall be no additional costs to the Owner as a result of these restrictions.

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B. SPECIAL CONDITIONS - *continued*

3. *Deleted*

4. Deleted

C. SCOPE OF WORK

THE WORK AND COSTS HEREIN ARE BASED UPON MATERIALS **FURNISHED F.O.B. JOBSITE**, RIGGERS WAREHOUSE OR OEM INTEGRATOR YARD (AS DETERMINED BY THE CONSTRUCTION MANAGER AT TIME OF DELIVERY) AND **DOES NOT** INCLUDE INSTALLATION. ALL STATEMENTS IN THE CONTRACT DOCUMENTS DEALING WITH ON-SITE TRADE INSTALLATION LABOR ARE HEREBY DELETED FROM THESE CONTRACT DOCUMENTS.

Without restricting the generality of work which shall be performed within the Contract Price, it is clearly understood and agreed, that the Vendor shall provide all material, equipment / machinery, OEM factory / shop labor, trucking, engineering, field technical expertise, shop drawings, record drawings, applicable taxes, transportation permits, supervision, insurance, etc., necessary for the furnishing of all specified (and related work) contained herein in accordance with the Contract Documents, Addenda and Riders, all of which become part of this Contract.

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

Contract & Consultant Documents:

a. Specification Number / Title:

26 23 13 - "13.2 kV Automatic Paralleling Switchgear", dated 8/12/2016
26 32 13 - "480 / 277 V Life Safety Diesel Engine generator", dated 8/12/2016
26 32 14 - "13.2 kV Standby Diesel Engine generators", dated 8/12/2016
26 36 25 - "13.2 kV Automatic Transfer Switches", dated 8/12/2016
26 36 23 - "13.2 kV Automatic Transfer Switches", dated 8/12/2016
~~26 09 13 - "Electrical Power Monitoring", dated 8/12/2016~~
~~26 32 13 - "Electrical Power Monitoring System", dated 8/12/2016~~

b. Plans:

Refer to Issued for Bid Set dated August 12, 2016
~~Appendix K E-504 Dated 9/19/16~~
~~Appendix K E-701 Dated 9/19/16~~

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C. SCOPE OF WORK- continued

c. Associated Specifications: Number / Title:

- 26 11 20 - "13.2 kV 480-277v Substation", dated 8/12/2016
- 26 13 13 - "13.2 kV Service Switchgear", dated 8/12/2016
- 26 22 16 - "13.2 kV Delta / 13.2 kV Wye Isolation Cast Coil Power Transformer", dated 8/12/2016
- 26 05 73 - "Power Systems Study", dated 8/12/2016
- ~~26 09 13 - "Electrical Power Monitoring", dated 8/12/2016~~
- 26 69 13 - "Electrical", dated 8/12/2016
- ~~26 32 13 - "Electrical Power Monitoring System", dated 8/12/2016~~
- 26 05 48 - "Vibration Isolation & Seismic Restraint", dated 8/12/2016
- 26 08 00 - "Electrical Commissioning", dated 8/12/2016

In addition to the above Contract Documents, the Vendor's work will include, but not be limited to the following items, clarifications and/or modifications:

1. The Vendor shall furnish the following equipment (*Package One*):
 - a. One (1) 1500 kW, 480/277 Volt, three phase, four wire, diesel fuel engine generator set – Life Safety.
 - b. Three (3) 3500 kW, 5000 kVa, 13.2 kV, 0.8 PF Wye connected Standby Engine Generator sets.
 - c. OEM Engine generator set auxiliaries as specified, for (1.a) & (1.b) above.
 - d. Medium Voltage (15 kV) Automatic Generator Paralleling switchgear, freestanding, with vacuum circuit breakers.
 - e. Six (6) 13.2 kV, Three pole, 1200 Amp Automatic Transfer Switches.
 - f. Six (6) 480 Volt, Automatic Transfer Switches.
 - g. Mimic Panels, unit and remote ATS's annunciators as shown & specified.
- 2 Deleted
3. It is the intent of the Drawings and Specifications to call for finished work; tested and ready for operation. Any apparatus, appliance, material, or work not shown on the Drawings but mentioned in the Specifications, or vice versa, as well as any incidental accessories and / or minor details necessary to make the work complete and operationally functional in all respects, even if not specified, shall be provided without additional cost to the Owner.
4. Deleted
5. Deleted
6. Deleted
7. Within one (1) week of the receipt of any non-conformance list, the Vendor shall perform all corrective work indicated on list.

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8. Deleted

C. SCOPE OF WORK- continued

9. The Vendor is responsible to coordinate with the Construction Manager / Electrical Contractor to provide technical field supervision and support for the following a minimum of Two (2) weeks:
- a. Delivery.
 - b. Disassembly, rigging & re-assembly.
 - c. Installation and Start-up.
 - d. Commissioning.
 - e. Training of Owner's Operating Personnel.
10. A comprehensive base guarantee of *Five (5) years* from project substantial completion (anticipated to be December 2018) is included for the scope of supply under this order, as well as an anticipated additional six (6) months of beneficial use. All warranties shall include all manufacturer parts / equipment / components and OEM factory technician supervisory labor.
- 12 Deleted
13. Deleted
14. None of the technical data submitted in accordance with proposal requirements shall be construed as "shop drawings", nor shall they fulfill the contractual obligation for the submission of "shop drawings" as specified in the Contract Documents.
15. The Vendor shall shrink-wrap all electronic equipment prior to shipping. Any electronic equipment furnished (as part of this order) containing back-up, or card mounted batteries shall be clearly & separately identified. All such batteries shall be replaced upon unit start-up (with a complete & separate set delivered directly to the Construction Manager) and subsequently replaced again, upon owner acceptance at the commencement of the unit(s) warranty period.
16. Deleted
17. Deleted
18. Deleted
19. Related to any specified Factory witness testing of the equipment / machinery herein: Included the cost of this scope are: preparation, set-up, fuel / coolant lubricating oils, load bank hook-ups / rental, incorporation of remote auxiliaries (in the configuration reflective of the final installation), test execution, breakdown, cleaning, servicing, packaging, storage & transmittal of the documents to the Owner, and Owner's Causality Representatives. Any specification requirements for the Vendor to provide accommodations for travel, transport, airfare etc are to be deleted from the specifications. The Owner shall pay for travel, lodging & expenses separately.

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20. Deleted

21. Deleted

C. SCOPE OF WORK- continued

22. Vendors shall include in their proposals marked-up copies of the Consultant floor plans (reduced size) *and* the mechanical, electrical & plumbing riser diagrams clearly designating all equipment and components furnished under this order as "By Vendor", and for the work of others "By Trade Contractor" upon award of any Vendor equipment contract.

23. Deleted

24. Deleted

25. Deleted

26. Deleted

D. WORK NOT IN CONTRACT – Equipment / Machinery Vendor.

1. Deleted

2. Receipt and unloading of equipment from truck at the project site (supervision by OEM factory Representative, however is included).

3. Deleted

4. Deleted

5. Deleted

6. Deleted

7. Deleted

8. Deleted

E. TIME OF PERFORMANCE

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

1. The Vendor shall provide shop drawing layouts of all equipment bases for all equipment in this Contract as required.

2. It is agreed that the work of the Vendor shall commence when so advised by the Construction Manager.

