

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

~~September 16~~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. All Vendor Contract Alternates, spare parts, preventative maintenance, extended warranties, and equipment per piece / or unit item costs shall be submitted as requested on Rider "C" dated August 30, 2016.~~
- ~~4. Retention of funds in the amount of ten percent (10%) of the agreed price shall be withheld as stipulated in the Owner's Vendor form of Contract Agreement.~~

**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:**

~~Plans / Specifications for Vendor Compliance Report (shall be submitted with Bid):~~

~~Architect / Consulting Engineer: FXFOWLE EPSTEIN / WSP Parsons Brinkerhoff:~~

~~Plans / Specifications for Vendor Compliance Report (shall be submitted with Bid) — *continued*:~~

**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

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**C. SCOPE OF WORK- continued**

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

b. Plans:

Refer to Issued for Bid Set dated August 12, 2016

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.

**C. SCOPE OF WORK- continued**

- ~~2. The Vendor shall provide complete technical data proposal submittals in strict accordance with the specifications and requirements contained herein for the evaluation thereof by the Owner's technical & procurement committee(s). Data furnished (for all major components and auxiliaries) shall include, but not be limited to: complete physical dimensions, weights, moments, materials, capacities, electrical characteristics, air / water pressure drops, vibration isolation, controls, connection details, motor controllers, oil pump / motor / controller, fault current withstand ratings, etc.~~

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~~October 24, 2016~~September 16, 2016

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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. The Vendor shall furnish to the Construction Manger a list of recommended spares/replacement parts for each piece of equipment including delivery cost thereof.~~
- ~~5. The Vendor shall be responsible for conducting a complete personnel training program for all Owner operating engineering and maintenance Staff. Training shall be of the nature and duration(s) required by the site specifications, but in no case less than 40 hours. This training is separate and distinct from any start-up and / or commissioning requirements that may be specified elsewhere. Provide copies (quantities as required by the specifications) of the respective approved operations and maintenance manuals to the Owner at least four (4) weeks prior to training. Manuals shall include, at a minimum: approved equipment catalog cuts, spare parts lists, wiring diagrams, sequences of operations, repair disassembly / re-assembly procedures, maintenance criteria, parts, lubrication, inspection points & schedules, et al.~~
- ~~6. The Vendor is advised that a formal building system commissioning program shall be managed by the Construction Manager. All supervision and OEM factory technical representative labor required to carry out this program shall be included in the base bid.~~
7. Within one (1) week of the receipt of any non-conformance list, the Vendor shall perform all corrective work indicated on list.
- ~~8. Prior to start up, the Vendor shall verify that all embedded / OEM furnished critical safety shutdowns and related interlocks have been proved functional. The OEM factory pre-startup checklist shall also be transmitted to the Construction Manager prior to start-up confirming OEM Factory Rep approval as related to these safety interlocks & shut-offs.~~
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~~ April 2018) is included for the scope of supply under this order, as well as an anticipated additional six (6) months of beneficial use. ~~The requisite specifications shall govern after this minimum requirement is met.~~ All warranties shall include all manufacturer parts / equipment / components and OEM factory technician supervisory labor.

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- ~~12. Each Vendor shall furnish a letter of compliance to the Engineer and Construction Manager, signed by the Corporate Officer of the firm, certifying compliance with the items comprising the scope of supply being solicited. Said letter shall be furnished with the bid proposal forms at the time of bid submittal.~~
- ~~13. Any voluntary Alternates shall be expressed as separate, individual line item Additions or Deductions to the base bid, and shall include all materials and OEM factory labor necessary to effect a fully operational system as specified (jobsite Trade Labor is excluded). Prices shall be based on quantities required to complete the entire scope as specified herein. These alternates shall be referenced to the respective specification section(s). Any deviations in quality and performance from the specified item shall be clearly stated. The Vendor shall supply any and all information necessary for the requisite technical and financial evaluation of these proposed voluntary alternates.~~
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) warrantee period.
- ~~16. The Vendor shall attend and participate in all jobsite coordination meetings as determined by Construction Manager.~~
- ~~17. The Owner may or may not have available the project tax exemption certificate at the time of Bid solicitation. Applicable taxes shall be **excluded from the Base bid** (refer to Bid package documents for taxation requirements). Vendor(s) shall provide the value of NYC taxes as an Add Alternate (in the event the project becomes taxable) as required in the Rider "C", document "Alternates".~~
- ~~18. **Separation of Technical Proposals and Pricing Information:** Bidding Vendors shall deliver three (3) copies of the **technical proposal only** (pricing excluded) to the Construction Manager. All technical proposals submitted must satisfy the bid document requirements stated herein. Bids and related Pricing (with alternates, utilizing the Construction Manager Bid forms) shall be returned to Construction Manager's Purchasing Officer in separately sealed envelopes, as required on the invitation to bid letter.~~
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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**GENERAL ADDENDUM**  
**JAVITS CONVENTION CENTER - TRANSFORMER BUILDING**  
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- ~~20. Bidders shall scrutinize the Consultant plans and visit the site to ascertain the logistics, accessibility, height restriction(s), and pathways leading to the permanently installed location for the subject machinery / equipment. In the event that disassembly, component rigging, placement, and subsequent re-assembly of the Equipment is required (to the OEM factory configuration), related costs shall be submitted on Rider "C" if applicable. All Vendors shall furnish a table / schedule of sub-assemblies containing weights, moments / centroids, along with lifting / rigging points (for components commonly separated) for unit sizes specified herein to be installed in this project's location.~~
- ~~21. Included in the Alternate(s) related to disassembly and equipment re-assembly at the jobsite / riggers yard are all requisite costs for OEM factory service, engineering & approved factory trained technical personnel to supervise & perform sequential reassembly operations, machinery alignment, check-out, etc. to ensure continuity of a meaningful OEM factory warrantee upon completion of the project.~~
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. Included in the cost of this order is all OEM manufacturer engineering and technical expertise to assist the local Engineer of Record in the finalizing of the Ownership Trade Contract Project documents to reflect the specific characteristics of the equipment / machinery purchased under this order. These items include, but are not limited to; heating / circulating water heat exchanger & related piping sizes, quantities for combustion, cooling and exhaust gas exchanger airflows, electrical & auxilliary equipment loads etc.~~
- ~~24. Vendors shall include in their proposals descriptive information regarding their designated / authorized company, division or entity, (for each location) that will provide service personnel for these projects.~~
- ~~25. Included in this order are two (2) additional sets of routine disposable maintenance parts, and one (1) set of OEM specialty tools to be turned over to the facility chief operating engineer upon start-up.~~
- ~~26. Included in this order is a minimum of Two (2) weeks of on call OEM Factory representative site service for equipment loading / unloading, supervision of site rigging / setting placement, check-out, startup & commissioning, routine general inspections, and the Monitoring of Trade Contractor activities for this installation.~~

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

- ~~1. Taxes (Refer to Rider "C")~~
2. Receipt and unloading of equipment from truck at the project site (supervision by OEM factory Representative, however is included).
- ~~3. Trade Labor installation of equipment furnished under this Order.~~

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**GENERAL ADDENDUM**  
**JAVITS CONVENTION CENTER - TRANSFORMER BUILDING**  
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**EQUIPMENT: PRE-PURCHASE PACKAGE ONE: ENGINE GENERATOR SETS,  
PARALLELING GEAR, AND AUTOMATIC TRANSFER SWITCHES**

- ~~4. Trade Labor Installations as governed by BTEA collective bargaining agreements.~~
- ~~5. Warrantee Labor rigging and related warrantee Trade Labor (Refer to Rider "C").~~
- ~~6. Supplemental dunnage and equipment anchor bolts.~~
- ~~7. Fire Pump Controller / ATS tag-ATS (by Fire Protection Trade)~~
- ~~8. Items / Scope identified as "Add Alternates" delineated in Rider "C".~~

**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.
3. The Vendor and OEM Factory representatives shall participate in the M.E.P. coordination process required by the Construction Manager / General Contractor.
4. The Vendor agrees to the following specific schedule requirements for items "a", "b" & "c"
  - a. Shop drawings submitted \_\_3\_\_ weeks after award.
  - b. Certified cuts for Coordination \_\_5\_\_ weeks after approval
  - c. Equipment under this order shall be delivered & placed by the following dates:

Vendor Local facility / Riggers Warehouse:	May 2017
Placed in permanent location Building:	July 2017
5. The Vendor shall also provide for review the following specific schedule information:
  - a. Time required to provide submittals from notice to proceed (or contract award).
  - b. From release for fabrication to factory testing (where applicable).
  - c. From release for fabrication to delivery at each specific site contained herein.
  - d. Duration required from the start of onsite testing through commissioning.

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

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

**F. EQUIPMENT DELIVERY**

1. Equipment shall be delivered to a location designated by the Construction Manager / General Contractor, which may include the jobsite or some other designated site within a radius of twenty (20) miles of the project site. Delivery is to be provided F.O.B. first destination by appropriate union drivers where required.
2. The Vendor shall indicate in the bid proposal form the date when equipment is ready for delivery (Paragraph E.4.c.)