

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

September 16, 2016

EQUIPMENT: PRE-PURCHASE PACKAGE TWO: SERVICE SWITCHGEAR, UNIT
SUBSTATIONS & POWER TRANSFORMERS

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

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regulations, it shall make all changes to comply therewith, and bear all costs arising there from.

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.

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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.

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 September 16, 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:*

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C. SCOPE OF WORK-continued

a. Specification 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

End list of Compliance documents (a & b) to be submitted with Bid package technical section.

Contract Documents / requirements hereby *incorporated by Reference* (to be forwarded upon receipt from Consultant):

c. Plans:

Refer to Deep Foundation Package Plan Set dated 8/12/2016

d. Associated Specifications: Number / Title:

- 26 23 13 - "13.2 kV Automatic Paralleling Switchgear", dated 8/12/2016
- ~~26 36 28 - "13.2 kV Outdoor Resistive Load Bank", 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 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
- Con-Edison EO-2022 & EO-4035 (latest revisions)

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 Two*):

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- a. One (1) 13.2 kV – 480/277 Volt, three phase, four wire Substation.
- b. Three (3) 13.2 kV Incoming switchgear assemblies for incoming Con-Edison Service, and One (1) main distribution switchgear assembly.
- c. Six (6) 13.2 kV Delta / 13.2 kV Wye Isolation Cast Coil Power Transformers.
- d. Various OEM accessories for items a, b, & c (above) 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.
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.

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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.

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. 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 May 2018) is included for the scope of supply under this order, as well as an anticipated (subject to schedule verification) 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.
11. Vendors shall include with their revised proposals a **compliance report** of the bid proposal documents. The compliance report consists of an annotated copy this Rider "A" Scope of work and the subject equipment Pre-purchase Specification, with comments as indicated by the following: **"C" Comply with no exceptions, "D" Comply with deviation (state reason(s) for deviation(s) and proposed plan(s) for compliance with numbered footnotes), and "E" Exception, do not comply.** For each exception, provide a numbered footnote for the reasons(s), and possible alternative(s). Each paragraph in the pre-purchase specification **shall** be identified as either being "C", "D", or "E". No revised proposal will be evaluated for final consideration without the requisite compliance report(s). All Vendors shall initial each page of this Rider "A" (and the accompanying Rider "C") as well as all specification categories delineated previously in this Document.
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 or non-compliance with the items comprising

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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.

C. SCOPE OF WORK-continued

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. 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: the Vendor shall

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provide the costs for conducting said tests on Rider "C" Alternates & Unit prices. Included the cost of this Alternate 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.

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.

C. SCOPE OF WORK-continued

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 warranty 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 & auxiliary 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.

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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.

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.)