

**THE PORT AUTHORITY OF NY & NJ**

**4 WORLD TRADE CENTER  
150 GREENWICH STREET, 21<sup>ST</sup> FLOOR  
NEW YORK, NY 10007**

9/28/2016

ADDENDUM # 1

To prospective Bidder(s) on Bid # 47190 for Condensate Tank Replacement

Due back on 10/3/2016, no later than 11:00 AM

**I. CHANGES/MODIFICATIONS**

The following changes are hereby made to Bid Documents:

- a) Attachment entitled "Specifications", *delete* in its entirety and replace with "Specifications - Revised 9-28-2016".

**II. BIDDER'S QUESTIONS AND ANSWERS**

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

<b>Question #1</b>	Are prevailing wages required?
<b>Answer #1</b>	See above Changes/Modification a) above.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

SELENE ORTEGA, MANAGER  
COMMODITIES AND SERVICES DIVISION  
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: \_\_\_\_\_

INITIALED: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO STEVEN JOSEPH, WHO CAN BE REACHED AT (212) 435-4658 or at [stjoseph@panynj.gov](mailto:stjoseph@panynj.gov).

## SPECIFICATIONS-Revised 9-28-16

### Steam Condensate Receiver Tank

#### Part 1 – General

##### 1.01 Design and Performance Parameters

- A. Design and performance of components and methods specified herein shall comply with all applicable, federal, state, and local laws, ordinance, regulations and codes, and the latest industry standard including , but not limited to the entities listed below:
  - 1. New York Building Code
  - 2. American National Standards Institute (ANSI)
  - 3. American Society of Mechanical Engineers(ASME)
  - 4. AMERICAN Society of Testing and Materials (ASTM)
  - 5. American Welding Society (AWS)
  - 6. Specific provisions cited shall govern for the associated specific application
  
- B. Design and performance requirements of the steam condensate receiver tank shall be as shown on the attached drawing.

##### 1.02 Delivery , Storage, and Handling

- A. Tank Shall be factory-cleaned, wrapped and crated prior to shipping to location of site
- B. Store the tank in original packaging in clean, dry spaces and protect it from weather
- C. Prior to installation, inspect tank for damage

##### 1.03 Submittal Requirements

- A. Submit the following
  - 1. Catalog cuts of steam condensate receiver tank
  - 2. Product data , including manufacturer’s figure numbers, weights, outlines, dimensions and required clearance
  - 3. Components, materials, assembly details and location and size of each field connection
  - 4. Capacity and performance data
  - 5. Installation procedure
  - 6. Certification of compliance with ASTM, ASME, AWS, and ANSI manufacturing requirements for specialties
  - 7. Maintenance data

PART 2 – Products

2.01 Manufacturers

Subject to compliance with the requirements of this section, provide steam condensate receiver tank of one of the following manufacturers, or Port Authority approved equal.

- A. Atlantic Feedwater Systems
- B. Wessel

2.02 Construction Features

A. Steam Condensate Receiver Tank

1. Condensate receiver tank shall be of the sizes shown on the attached drawing
2. Tanks shall be designed, constructed, and stamped for 150 psig, per ASME, Section VIII, Division 1 for unfired pressure levels
3. Construct tank welded carbon steel with steel interior
4. Provide tappings of sizes as shown on the attached drawings for all incoming condensate lines, vent, condensate drain and all other indicated services and connections
5. Refer to piping, fittings, and flanges schedule for piping connection types and
6. Tank shall be securely supported as shown on the attached drawings
7. Tank shall be provided with welded structural steel saddles to match existing
8. Provided each tank with a hand hole and with all accessories shown on contract drawings
9. Apply one coat of high temperature paint-color black

B. Piping, Fittings, and Flanges Schedule

SERVICE	PIPE			JOINTS	FITTINGS		FLANGES
	MATERIAL	WALL THICKNESS	SIZE		DIM. & MATERIAL	RATING	DIM & MATERIAL
LOW PRESS. STEAM AND CONDENSATE, PUMPED CONDENSATE	ASTM A53, GR. B CONT. WELD	SCH. 80	UP TO 2"	SCREWED	MALLEABLE IRON, ASTM A197	150 LB	MALLEABLE IRON, 150 LB CLASS, ANSI B16.3
	OR				CAST IRON, ANSI B16.4, ASTM A126, CLASS B OR C	250 LB	CAST IRON, 250 LB. CLASS, ANSI B16.4
	ASTM 53, GR. B SEAMLESS	SCH. 40	2-1/2" TO 10"	BUTT WELD	ANSI B16.9, ASTM A234 GR. WPB	SAME AS PIPE	ANSI B16.5, 150 LB. CLASS, ASTM A105

**Part 3 - Prevailing Wages**

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its employees directly working on-site under this Contract (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bids/ receipt of Proposals.

For the purposes of this Contract, the annual prevailing wage and supplements schedules for the work being performed under this contract are those published by the Bureau of Labor Law, pursuant to Labor Law §§220 and 230 and New York City Administrative Code §6-109 and located at the New York City Comptroller's website at <http://comptroller.nyc.gov/general-information/prevailing-wage/>, for the locality and for the period of time in which the work is performed. Contractor is responsible for determining the applicable job classification of its employee directly working on-site under this Contract.

The provisions of this clause are inserted in this Contract for the benefit of such employee directly working on-site under this Contract as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any employee directly working on-site under this Contract less than the rates of wages and supplements above described, such workmen, laborers, painters and mechanics shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which they are entitled under this clause. If such employee directly working on-site under this Contract are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such employee directly working on-site under this Contract shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any employee directly working on-site under this Contract to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain employees directly working on-site under this Contract for the minimum hereinbefore described.

The Contractor's or Subcontractor's failure to comply with any provision of this numbered clause may be deemed as a substantial breach of this Contract.