

ADDENDUM NO. 2

DATE: August 30, 2010  
TO: PROSPECTIVE BIDDERS  
PROJECT: HYNES CONVENTION CENTER EXTERIOR ROOF AND EXTERIOR ENVELOPE  
REPAIRS

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This Addendum forms part of and modifies Bidding and Contract Documents dated August 18, 2010. Acknowledge receipt of this Addendum in writing in the space provided on BID FORMS.

Where any original item called for in the Project Manual or indicated on the Drawings is supplemented hereby, the supplemental requirements shall be considered as added thereto.

Where any original item is amended, voided, or superseded hereby, the other provisions of such items not specifically amended, voided, or superseded shall remain in effect.

The following changes shall be made to the contract documents:

**Authority-Contractor Agreement:**

**Article 1 Definitions:**

Delete "The Site" in its entirety and insert the following:

The Site: John B. Hynes Veterans Memorial Convention Center  
900 Boylston Street, Boston, Massachusetts

**Article 4 Contract Time:**

Delete paragraph 4.4 of the Authority-Contractor Agreement in its entirety and insert the following paragraph 4.4:

**4.4** If the Contractor shall neglect, fail or refuse to achieve a Milestone by the dates set forth on the Project Schedule, the Contractor and the Contractor's surety agree, as a part of the consideration for the execution of this Contract by the Authority, to pay the Authority the amount of \$250 per day, not as a penalty, but as liquidated damages to cover certain losses, expenses and damages of the Authority for such breach of contract as herein set forth, for each and every calendar day occurring after the expiration of the date established for the achievement of any milestone as of which the Contractor shall not have achieved such milestone. The Contractor and surety acknowledge that the Authority will lose substantial daily revenues from operation of the Hynes Convention Center if such milestone or Final Completion of the Project is delayed, and that the Authority has made or may make arrangements for the engagement of contractors and employees for operation of the completed Hynes Convention Center and other commitments to third parties, based on the Authority's reliance upon the achievement by the Contractor of milestones and all other deadlines and times specified in the Contract Documents in accordance with the terms thereof, and that, in addition to such lost revenues, delays of

completions of the Project could expose the Authority to additional expenses including but not limited to the costs of relocating or rescheduling events, and other liabilities to third parties, in addition to other damages, financial losses and expenses. In light of such costs, damages, losses, risks and liabilities, the parties have agreed upon the daily liquidated damages stated above. Such damages have been fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would in such event sustain, and said amount shall be retained from time to time by the Authority from current progress payments or any other amounts owing to the Contractor or, to the extent not so retained, shall be paid promptly by the Contractor or its surety to the Authority.

None of the following shall constitute a waiver of the Contractor's or its surety obligations to pay liquidated damages or any portion thereof:

- (a) Acceptance of any portion of the Work or payment to the Contractor or its surety therefor;
- (b) Completion of a portion of the Work or the use or occupancy thereof by the Authority or separate contractors;
- (c) The Authority's requiring or allowing the Contractor or its surety to complete the Work.

The liquidated damages specified above are intended and agreed to cover only those damages specifically referred to above. The Authority's right to recover liquidated damages is in addition to and not a substitute for the Authority's right of recovery for additional costs occurred to complete the Work should the Contractor fail to do so. Nor shall the Authority's right to recover liquidated damages be a substitution for or bar to recovery by the Authority from the Contractor or its surety of any additional compensation the Authority may be obliged to pay the Architect or other consultants or other contractors for additional work on the Project occasioned by the Contractor's delay or other failure to perform. The rights and remedies of the Authority herein provided are in addition to any other rights and remedies provided under the Contract Documents or by operation of law.

**Exhibit D Project Schedule:**

Replace Exhibit D – Project Schedule with the attached Exhibit D – Project Schedule (revised 8/30/10)

**Questions and Answers:**

Q1. Can we use a crane on the plaza? If so what is the weight capacity?

A1. The Authority utilizes a 120 JLG lift on the plaza; equipment having weight in excess of a 120JLG must gain prior approval from Boston Properties.

Q2. Do the Mason and the Window sub bidders own supplying crane and dumpsters for their portion of work?

A2. Yes, all successful sub bidders are responsible for supplying cranes and debris collection/storage equipment as necessary to perform the work.

Q3. Is Boston Lightning the only firm that can engineer and certify the lightning protection system?

A3. Yes.

Q4. Confirm that roofing work can be performed while the Towne restaurant is open.

A4. Work on the roof can take place at any time as long as it does not interfere with the operations of Hynes convention Center activities or Towne restaurant.

**EXHIBIT D**  
**PROJECT SCHEDULE**  
**(revised 8/30/10)**

The Contractor shall achieve substantial completion of the work not later than August 31, 2011 and final completion not later than September 30, 2011.

All work shall be scheduled and performed so as to cause no interference with or interruption of the events at the Hynes Convention Center. The Contractor must coordinate his work schedule and activities with the Hynes Convention Center Event Schedule Event Locations report by Building (Hynes) dated August 12, 2010 and Towne Restaurant Operation Schedule are appended hereto. This list is subject to change.

Milestone 1: Completion of the following by December 31, 2010:

- A. Cooling tower roof shown on drawing BT-200, and
- B. Masonry Repairs, Curtain Wall Repairs and Rafter Repairs on east elevation of Hynes Convention Center as shown on drawing BT-102 and requiring access from the Prudential plaza. Access to this work will not be available after December 31, 2010.

Milestone 2: Completion of the following by June 30, 2011:

- A. Masonry Repairs, Curtain Wall Repairs and Rafter Repairs on west elevation of Hynes Convention Center as shown on drawing BT-103 and requiring access from Dalton Street. Access to this work will not be available after June 30, 2011.