

MASSACHUSETTS CONVENTION CENTER AUTHORITY

BCEC – Building Automation System

ADDENDUM NO. 1

This Addendum forms a part of and modifies the Bidding and Contract Documents dated May 19, 2010. Acknowledge receipt of this Addendum in writing in the space provided on the Bid Form.

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 Where any original item is amended, voided, or superseded hereby, the other provisions of such items not specifically amended, voided, or superseded shall remain in effect.

Minority-Owned Business and Woman-Owned Businesses Participation:

As a result of a timely filed request for a waiver, the Authority has determined that, it is not feasible for a non-MBE or non-WBE bidder to meet the goals established for this Contract and it is the public interest to waive these goals.

Questions and Answers:

Q.1

Clarification is requested to define the following from:

Section 6 (a) The Contractor shall at no additional cost to the Authority supply and maintain in an area on Authority premises designated by the Authority for the storage of parts, a spare parts inventory sufficient to ensure that repairs and replacements can routinely be completed without disruption or delay.

To read:

*Section 6 (a) The Contractor shall supply **parts to existing inventory to meet levels listed on Page 16 Spare Parts Inventory List, and maintain these levels**, at no additional cost to the Authority, in an area on Authority premises designated by the Authority for the storage of parts, a spare parts inventory sufficient to ensure that repairs and replacements can routinely be completed without disruption or delay.*

Could you please confirm the intent is to 'add' to existing inventory levels?

A.1

The intent is to add to the existing inventory levels.

Q. 2

Can we add this amendment to the contract if we are awarded the contract?

.... GENERAL CONDITIONS
1. Article 4.1.1 as follows:

- 1.1 Line 4, after “against all” add “third party”
 - 1.2 Line 6, before “attorneys’ fees” add “reasonable”
 - 1.3 Line 11, replace “including the loss of use resulting therefrom, and is” with “but only to the extent”
 - 1.4 Add to end “4.1.3 Notwithstanding anything to the contrary in the foregoing, Contractor only accepts liability for claims or losses for personal injury (including death) or property damage, to the extent caused by Contractor or its employees, agents or subcontractors, but not to the extent caused by others. The foregoing indemnification obligations are subject to an indemnified party providing Contractor with prompt written notice of any such claims or losses, and, at Contractor’s expense, all information and cooperation reasonably requested by Contractor to carry out its obligations under this provision, and sole authority to defend and/or settle each claim or loss. Contractor's liability for damages arising out of or related to this Agreement is limited to the contract price for the specific product, equipment, material or service work performed that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. In no event will Contractor be liable in contract, in tort (including negligence or strict liability) or otherwise for any loss of use, loss of profits, business interruption, or any other special, incidental, indirect or other consequential damages of any kind related in any manner with this Agreement.”
2. Article 10.2.6 as follows:
 - 2.1 Line 4, delete “and all insurance policies required by this Article 10”
 - 2.2 Line 4, after “provisions requiring” add “Contractor to endeavor to provide”
 - 2.3 Line 6, replace “material change” with “reduction in coverage”
 - 2.4 Delete the last sentence in its entirety.
 3. Article 10.2.7, line 5, after “additional insureds” add “under the Commercial General Liability and Automobile Liability policy, but only with respect to liability arising out of the operations performed by or on behalf of the Contractor on behalf of the Authority where required by this written contract and allowed by law,”...

A.2

No, the Authority will not add this amendment to the contract.

END OF ADDENDUM