



Dated: September 15, 2011

ADDENDUM NO. 1

CONTRACT NO. 2012-FT-2
RADAR SYSTEM AND INSTALLATION SERVICES
FOR THE M.S. SONOMA FERRY

To All Prospective Bidders:

The Golden Gate Bridge, Highway and Transportation District (District) herewith issues Addendum No. 1 to the above-referenced Contract. Addendum No. 1 is hereby incorporated and made part of the Bid Documents. Except as specifically modified by this document, all other terms and conditions remain in full force and effect.

PART ONE

MODIFICATIONS TO LANGUAGE CONTAINED IN CONTRACT DOCUMENTS

The following changes have been made to Contract No. 2012-FT-2, *Radar System and Installation Services for the M.S. Sonoma Ferry*, as described below and shown in ***bold face and italic type*** on the pages included with this Addendum:

1. **SAMPLE CONTRACT, PAGE SC-2**

Revised as set forth on attached page SC-2 (Revised).

PART TWO


RESPONSE TO QUESTIONS FROM POTENTIAL BIDDER

The following questions and answers are in response to a written inquiry submitted by a potential Bidder to the District by the deadline date of Friday, September 9, 2011, for Contract No. 2012-FT-2, *Radar System and Installation Services for the M.S. Sonoma Ferry*.

Q1	Furuno USA has noted an extended delivery time for the radar system requested for the Sonoma. Will allowance be made for the delayed delivery based on the manufacturer's lead time for the equipment?
A1	The District will adjust the time of performance provided the Contractor provides documentation from the manufacturer indicating the lead time of the equipment.
Q2	We have included statements of our insurance. We believe this covers the requested coverage in 4.1. Please advise if the Golden Gate BH&TD has issue with our insurance certificate.
A2	The coverage provided in the insurance certificate is acceptable. However you will need to show coverage for USL&H insurance as well.
Q3	Please be aware that Furuno has changed the radar display for the FAR2117. The previous display, PN MU201CR, is no longer offered with the FAR2117. The new display is the MU190. This change in display will also require a change in the display mounting bracket to FAR-190-BKT. Please advise that this change is acceptable.
A3	The Changes requested are acceptable.
Q4	The specification also lists Furuno #000-147-372. Please be advised that Furuno has superseded this part number with 001-078-410. This new part has the same form, fit and function. Please advise that this change is acceptable.
A4	The Change is acceptable.

Should you have any questions regarding the above changes, please contact Secretary of the District Janet S. Tarantino by telephone at (415) 923-2223.

Bidders shall acknowledge the inclusion of Addendum No. 1 by inserting the Addendum number in the space provided on the Acknowledgment of Addenda of the Bid Documents. Failure to do so may cause the District to deem the proposal as being unresponsive.



Janet S. Tarantino
Secretary of the District

Attachments: Sample Contract, Page SC-2 (Revised)

5. **Component Parts.** This Contract shall consist of the following documents, each of which is on file in the office of the Secretary of the District and all of which are incorporated herein and made a part hereof by reference thereto:
- A. This Contract
 - B. Notice Inviting Bids
 - C. General Conditions and Instructions for Bidders
 - D. Special Provisions
 - E. Technical Specifications
 - F. Bid Form (as accepted by the District)
 - G. Copy of DBE Certification, if applicable
 - H. Addenda No. _____ to _____
 - I. Insurance Certificates
6. **Service Notice.** Any notice required or permitted to be given by this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in his proposal, and in the case of the District, at P.O. Box 9000, Presidio Station, San Francisco, CA, 94129-0601, or at any other address which either party may subsequently designate in writing to the other party.
7. **Non-Discrimination Assurance – Title VI of the Civil Rights Act.** The Contractor shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate.
8. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.
9. **Liability Cap.** *The limit of Contractor's liability for consequential damages shall not exceed \$1 Million Dollars (the Liability Cap). The Liability Cap does not include (i) costs incurred by Contractor in fulfilling its warranty obligations; or (ii) damages assessed on, or costs incurred by Contractor arising as a result of Contractor's gross negligence, willful misconduct, fraud, malice, or oppression, as those terms are defined in California Civil Code section 3294 in effect as of the effective date of this Agreement.*