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**Request for Quotes #01-19
Airfield Deicing Fluid**

Addendum #1
December 26, 2018

The Charlottesville-Albemarle Airport Authority received a request (attached) to add clauses to Quote Request 01-19 for Airfield Deicing Fluid.

After review the Airport Authority WILL NOT add the requested clauses to Request for Quote #01-19, Airfield Deicing fluid.



December 20, 2018

Mr. Jason Devillier, Director of Operations and Maintenance
Charlottesville-Albemarle Airport Authority
100 Bowen Loop, Suite 200
Charlottesville, VA 22911

RE: Request for Quotes 01-19; Airfield Deicing Fluid

Questions

Would the Charlottesville-Albemarle Airport Authority consider adding the following clauses to the contract?

“Force Majeure” means an Act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, blackout, orders of any kind of the government of the United States of America, the State or municipality or any of their departments, agencies, or officials, orders of any civil military authority, unavailability of product or equipment, breakage or accident to machinery, transmission pipes or canals, partial or entire failure or utilities, and any other cause which is not reasonably within the control of the party claiming suspension of any of its obligations hereunder.

Force Majeure: If any party is rendered unable, in whole or in part, because of an event of Force Majeure, to carry out any of its obligations under this Agreement, such party shall give the other party prompt written notice of such event of Force Majeure with as full a description of the particulars as is reasonably practicable. The affected party shall use all possible diligence to remove the Force Majeure on the other party. Except for the failure to fulfill its obligations set forth in the immediately preceding sentence, neither party shall be liable for nonperformance or delay in performance caused by an event of Force Majeure of which such party has properly given notice. This section shall not apply to payment or indemnification obligations.

“Warranty”

The Vendor warrants that the products to be delivered hereunder shall conform to the specifications attached hereto; and upon receipt of payment therefore, shall be free from any security interest or encumbrance. The Vendor **disclaims** all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. In no event shall the Vendor be liable to the Buyer or to any third party for any indirect, incidental, special, consequential, punitive, or exemplary damages (including without limitation lost profits, lost savings, or loss of business opportunity) arising out of or relating to the deicer, or the use or inability to use the same, even if the Vendor has been advised of the possibility of such damages.

