

CITY OF DULUTH
CITY HALL WINDOW REPLACEMENT – PHASE I

ADDENDUM NO. 1

The following Addendum shall be appended to and become part of the Plans and Specifications for City of Duluth City Hall Window Replacement – Phase I.

This Addendum supersedes and supplants all previous reference to similar items.

Architecture Advantage, LLP
1411 London Road
Duluth, Minnesota 55805

Addendum Item:

Changes to the Specification

1. **GENERAL**

A. It is the intent of the City of Duluth to use the same manufacturer awarded in Phase I for remaining phases of window replacement in City Hall. Future phases will continue to be competitively bid for both 'furnish and install' with such manufacturer. Bidder's are encouraged to bid windows from the manufacturers identified or through alternate proposals following the specified procedure.

2. **NOTICE AND INSTRUCTION TO BIDDERS**

A. Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340 at 2:00 p.m., local time on **Thursday, May 6, 2010** for the City Hall Window Replacement Phase I (South and East Facades); immediately thereafter, bids will be taken to Room 106A City Hall where they will be publicly opened and read aloud.

3. **REQUEST FOR BID FORM**

A. See attached revised request for bid form dated April 16, 2010 for revised bid date and pre-bid meeting information.

4. **SECTION 085113 ALUMINUM/WOOD COMPOSITE AWNING WINDOWS**

A. Modify Section 1.4 Item A.1.c as follows:

c. Exterior Finish: 20 years from date of Substantial Completion.

B. Modify Section 2.2 Item A.1 as follows:

1. Minimum Performance Class/Grade: *AP-AW80 or F-AW80*.

C. Add Section 2.2 Item E as follows:

E. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.29 Btu/sq. ft. x h x deg F (operating) and 0.22 Btu/sq. ft. x h x deg F (fixed).

D. Modify Section 2.3 Item C as follows:

- A. Insulating Glass: CBA rated triple seal clear insulating glass, 1-3/8" thick; high performance Sun Low-E on surface #2 and #5, argon gas filled and warm edge spacer technology.

5. **SECTION 085313 UNPLASTICIZED POLYVINYL CHLORIDE (UPVC) WINDOWS**

A. Modify Section 1.4 Item A.1.b as follows:

- b. Glazing Units: 20 years from date of Substantial Completion.

A. Add Section 1.5 as follows:

1.5 QUALITY ASSURANCE

- A. The owner reserves the right to randomly select one window at the time of delivery and submit it to an Independent Laboratory for testing. Testing will verify compliance of the production run with these specifications. The cost for pre-installation testing shall be paid for by the owner. Any deficiencies discovered on the window by the testing, and deficiencies in any similar models used in the project, will be corrected by Bidder at no cost to the owner.
- B. Post-Installation Field Testing: According to AAMA 502-90 using Test Method A.
 - 1. After installation and before final payment, up to 2% but not less than 2 windows shall be tested for air infiltration and water infiltration as specified. Windows will be randomly selected by the Owner on the day of testing.
 - 2. Conduct air infiltration tests at a uniform static pressure of 6.24 PSF. The maximum rate of air leakage will not exceed 1.5 times the specified air leakage of 0.10 CFM per lineal foot of sash crack for operating windows.
 - 3. Conduct water penetration tests at a static pressure of 10.0 PSF.
 - 4. All costs associated with post installation field testing and required repair or replacements shall be borne by the window contractor. All tests to be conducted by an accredited testing laboratory in the presence of the owner or owner representative.
 - 5. Failure of the window unit or installation to pass these tests shall require the contractor and/or manufacturer to pay costs necessary for correction, including removal of windows and providing new windows from the same or another manufacturer.
 - 6. If one of the two units fail either test, three additional units shall be tested. If one or more of the three additional units fails either test, three more units shall be tested. This procedure shall continue until all unit test are passed.

B. Modify Section 2.2 Item C as follows:

- C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.19 Btu/sq. ft. x h x deg F (dual action tilt-turn) and 0.17 Btu/sq. ft. x h x deg F (fixed).

C. Modify Section 2.3 Item C as follows:

- C. Glazing sealed units:
 - a. 35mm overall thickness
 - 1) Exterior Lite: Minimum 3 mm lite – Cardinal LoE 172 (coating on #2 surface)
 - 2) Cardinal Glass Stainless Steel XLEDGE Brand Spacer with Dual Seal silicon Construction – 90% Argon Gas.

- 3) Intermediate Lite: Minimum 3 mm lite
- 4) Cardinal Glass Stainless Steel XLEDGE Brand Spacer with Dual Seal silicon Construction – 90% Argon Gas.
- 5) Interior Lite: Minimum 3 mm lite – Cardinal LoE 172 (coating on #5 surface)

D. Modify Section 2.5 Item A as follows:

- A. Charcoal Black Acryl Protect Co-Extruded Exterior/Charcoal Black Painted Interior.

Architectural:

Changes to the Drawings:

6. **EXTERIOR ELEVATIONS**

- A. Hatched transom areas indicate spandrel glass locations. All other transom glass areas to be clear glazing following each manufacturer's glazing specification.



REQUEST FOR BID
 Date: May 6, 2010
 Project #: 10-04B
 Bid #: 10-0229

CITY OF DULUTH

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
 100 City Hall
 Duluth, Minnesota 55802

PHONE: (218)730-5340

FAX: (218)730-5921

PRE-BID MEETING AT 10:00 AM ON TUESDAY, APRIL 27, 2010
BID OPENING AT: 2:00 PM ON THURSDAY, MAY 6, 2010

NOTE: All bids must be written, signed and transmitted in a sealed envelope, plainly marked with the Subject Matter and Opening Date. The City of Duluth reserves the right to split award where there is substantial savings to the City, waive informalities and to reject any and all bids. Bidder shall state in proposal if Bid price is based on acceptance of total order. Sales Tax is not to be included in the unit price. Bidder shall state freight charges if, the proposal F.O.B. is shipping point, freight not allowed. Low Bid will not be the only consideration for award of Bid. All pages shall be signed or initialed by authorized bidder=s representative as indicated at the bottom of the page(s) of the request for bid forms.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE TO THE CITY PURCHASING OFFICE

BID DEPOSIT REQUIREMENTS: 5% of Bid Amount
 Deposit shall mean cash, cashier=s check, or corporate surety bond payable to or in favor of City of Duluth.

PERFORMANCE and PAYMENT BONDS: Shall be required of the successful bidder. Bonds shall BOTH be in the full amount of the Contract amount.

INSURANCE CERTIFICATE: Shall be required per specified requirements per the attached requirements.

Designated F.O.B. Point:
 City Architect
 Jobsite(s)

Tax: Federal Excise Exemption
 Account Number: 41-74-0056 K

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

FREIGHT CHARGES \$ _____

NAME _____
 ADDR1 _____
 ADDR2 _____
 ADDR3 _____

TOTAL BASE BID \$ _____
 TO INCLUDE ANY ADDITIONAL PAGES

PAYMENT TERMS: _____

BY: _____
 (Print) Title

F.O.B. POINT: _____

DELIVERY DATE: _____

 (SIGNATURE) Tele #
 The City of Duluth is an Equal Opportunity Employer.

CITY OF DULUTH

Date: May 6, 2010

Project #: 10-04B

Bid #: 10-0229

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

**Project name: City of Duluth City Hall Window Replacement – Phase I
411 West First Street - Duluth, MN**

The undersigned, having familiarized himself/themselves/itself with the existing conditions on the project affecting the cost of the work, and with the Contract Documents which include the Invitation to Bid, the Contract Agreement Form, the Non-Collusion Affidavit, any/all Addenda, General Conditions (parts I & II), the Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), EEO Affirmative Action Policy Statement & Compliance Certificate, and Form of Surety Bond or Bond as prepared by the City of Duluth and on file in the office of the City Architect and City Purchasing Agent, and hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment & services, including utilities and transportation services required to complete the City of Duluth City Hall Window Replacement – Phase I, specification by Architecture Advantage, LLP.

BASE BIDS:

001	1	L.S.	BASE BID – BID PACKAGE ‘A’: Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:	\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

001	1	L.S.	BASE BID – BID PACKAGE ‘B’: Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:	\$ _____	\$ _____
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(In words - See Additional Page(s) as required)

Initial: _____

CITY OF DULUTH

Date: May 6, 2010

Project #: 10-04B

Bid #: 10-0229

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{See Additional Page(s)}					

Completion Time:

The undersigned hereby affirms & agrees, if awarded a contract, to begin work immediately upon receipt of Notice to Proceed and to substantially complete the work within the time schedule indicated in the Special Conditions, ____ Calender Days.

Security in the sum of \$ _____ in the form of _____ is submitted herewith in accordance with the Instructions to Bidders, payable without condition to the City of Duluth which is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner if the undersigned fails to execute the contract and furnish bonds required by the contract documents.

Signed: _____ for

_____ a partnership (or)

_____ a corporation incorporated under the laws of the State of

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Address(es): _____

_____, being duly sworn, deposes and says that there are no other persons comprising above company or firm than the above names, and that there are no persons or corporations interested in the forgoing proposals, either as principal or subcontractor, other than the above names; also that the proposals are made without any connection with any person or persons acting in any official capacity whatever for the City of Duluth is directly or indirectly interested therein, or any portion of the profit thereof.

Subscribed and Sworn to before me this _____ day of _____ A.D., _____,

_____ Notary Public.

Stamp/Seal

Initial: _____

CITY OF DULUTH

Date: May 6, 2010

Project #: 10-04B

Bid #: 10-0229

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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{See Additional Page(s)}

Addendum Receipt Acknowledgments:

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (initial)

Please Note! Please disregard the note on page 1 regarding sales tax for this bid. All applicable sales and/or use tax are to be included in the bid pricing. All bids are to be bid F.O.B. jobsite, the blank on page 1 for freight shall be left blank.

City Project Contact: Terry Groshong,, City Architect - (218)730-5730 & (218)723-3560 FAX

Initial: _____

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE.** ACCEPTANCE OF THIS ORDER BY SELLER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. ANY TERM OR CONDITION STATED BY THE SELLER IN ANY PRIOR PROPOSAL, ON SELLER'S ACKNOWLEDGMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY BUYER. ANY SUCH TERM OR CONDITION SHALL BE TOTALLY INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF SELLER'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE GOODS ORDERED; INFORMING THE BUYER IN ANY MANNER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING SELLER'S OWN FORM OF ACKNOWLEDGMENT.
2. **PRICE.** If price (either fixed price or hourly rate[s]) in case of a time and material order) and/or delivery is not specified by Buyer on the face of this orders, Seller shall immediately submit its best price, delivery date and/or schedule which shall be subject to Buyer's approval and acceptance. Seller warrants that the prices and other terms for the articles sold to Buyer under this order are not less favorable than those extended to all other customers for the same or like articles in equal or less quantities. In the event Seller reduces its price for such articles during the term of this order, Seller agrees to reduce the prices hereof accordingly. If this order is on a time and material basis, the following shall apply: price shall be (a) material at Seller's cost, less scrap, without any charge for handling or otherwise, plus (b) time at agreed hourly rate(s). If both engineering work and manufacturing work are involved, separate hourly rates shall be specified for each thereof. No overtime shall be employed in the performance of this order without Buyer's prior consent and unless separate overtime hourly rate(s) have been specified and agreed upon. No substantial portion of the order shall be subcontracted by Seller without Buyer's written consent. Seller shall maintain adequate accounting records in accordance with generally accepted accounting practice to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.
3. **PACKING AND SHIPPING.** If Goods are to be delivered under this order, the cost and fee negotiated for this order are deemed to include all packaging and/or storage cost. All Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, shipping information, order number, item and account number, shipment date, and names and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment. Over shipments shall be returned to Seller at Seller's risk and expense. Early shipments may, at option of Buyer, be returned to Seller at Seller's risk and expense or may be retained by Buyer and Buyer shall not be liable for payment until the time originally scheduled hereon.
4. **F.O.B. AND RISK OF LOSS.** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order. If transportation is F.O.B. Seller's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to the carrier. If transportation is F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to Buyer's location.
5. **INVOICING.** All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered within 24 hours after each shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be accompanied by bill of lading or express receipt. Payments shall be subject to adjustment for errors, shortages, rejections and other causes. Discount period, if any, shall commence on the date invoice is received or goods are received, whichever is later. Buyer secures blanket coverage on all inbound freight. Invoice charges for additional insurance will not be honored unless otherwise specified.
6. **INSPECTION.** All material and workmanship shall be subject to inspection and test by Buyer, both at plant of Seller and of Buyer. Payment shall be subject to final inspection at Buyer's plant. Buyer shall have the right to reject all goods not conforming to specifications or containing defective material or workmanship. Rejected goods shall be returned at Seller's expense and risk, including transportation both ways, promptly after notification of rejection. Buyer may elect to retain defective goods and to remedy defects and deduct cost of remedying same from amount due Seller. Seller warrants that goods shall be produced under a quality control system that provides at a minimum for the prevention and ready detection of discrepancies and for timely and positive corrective action. Seller warrants that he has or is able to obtain the best facilities necessary to meet the technical and regulatory requirements specified. Seller warrants that quality control records are maintained on file for a minimum of one year from date of shipment or as otherwise specified by contract. Buyer reserves the right, upon 72 hours notice, to audit the Seller's facilities and inspection records in connection with this order.
7. **WARRANTY.** In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all material or goods covered by this order shall conform to drawings, specifications and other defects. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefits of Buyer and its customers. Without limitation of any rights by reason of any breach of warranty or otherwise, material or goods which are not as warranted may at any time be returned to Seller at Seller's expense for credit, correction or replacement as Buyer may direct.
8. **COMPLIANCE WITH LAWS.** Seller shall comply with all federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and performance of the Services, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resources Conservation and Recovery Act and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold Buyer harmless from any loss, damages, or costs arising from or caused in any way by any actual or alleged violation of any federal, state, or local law, condition, rule, or regulation, or failure by the Seller to (i) have any chemical substances sold hereunder included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act or (ii) provide a completed Material Safety Data Sheet (OSHA Form 20 equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation.
9. **CHANGES.** Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment or packing, time or place of delivery, require additional work, or direct the omission of work covered by this order. If any such change causes an increase or decrease in the price under this order, or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within 10 days from date this change is ordered and the amount of such claim must be stated in writing within 30 days thereafter.
10. **BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT.** If Buyer furnishes Seller material or "equipment" ("Equipment" is defined as special dies, molds, jigs, tools, gages, test equipment, masks, etc), or pays for such material or "equipment", title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve such material and "equipment" and shall dispose of it (including scrap) in accordance with Buyer's direction. Such material and "equipment", and whenever practical such individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "property of the City of Duluth" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property. Unless otherwise authorized in writing by Buyer, Seller shall use such material or "equipment" only in the performance of purchase orders for Buyer. Seller shall be responsible for any loss, damage, or destruction to such material or "equipment" but Seller shall not include any insurance costs therefore in the cost changed under this order. Also, the "equipment" required to produce the supplies under this order is for the exclusive use of the City of Duluth and is subject to recall upon written notice.
11. **ASSIGNMENT.** Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.
12. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute delays, or threatens to delay, the timely performance of this order. Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.
13. **TERMINATION.** (a) Termination Without Cause. Buyer shall have the right, without cause, at any time to terminate all or any part of the undelivered portion of this order by written notice. If Seller has and desires to assert any claim on account of any such termination, Seller shall submit its termination claims to Buyer, in form and with evidence satisfactory to Buyer, promptly, but no later than 90 days after the effective date of the termination. If Seller fails to submit a termination claim within that time, Buyer shall have no liability to Seller on account of the termination. If Seller's termination claim is not acceptable to Buyer and cannot be settled by negotiation, the claim shall be submitted to arbitration. (b) Termination With Cause. If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or terms or conditions applicable to this order. Buyer shall have the right (in addition to any other right or remedy at law or under this agreement) by written notice to terminate all or any part of the undelivered portion of this order without any liability to Seller on account thereof, in the articles elsewhere on such terms and in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for all excess costs occasioned Buyer thereby.
14. **PATENTS AND COPYRIGHTS.** Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer of Buyer for alleged infringement of patents or copyrights relating to the maintenance, sale, or use of the Goods, except for any such infringement resulting from Seller's compliance with detailed designs provided by Buyer, and Seller shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement. Buyer shall have the right, at no additional charge, to use and/or reproduce the Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall advise Buyer of any updated information relative to the foregoing literature and documentation with timely notification in writing.
15. **PUBLIC LIABILITY INSURANCE.** Seller shall hold Buyer and its customer harmless from all injuries, damages and claims arising from performance of work or services covered by this order. Seller shall maintain such insurance as will protect the Seller, the Buyer and his customer from claims under Worker's Compensation Acts and from all other claims for damages, personal injury, or death to employees of the Seller, the Buyer or his Customer, or any other persons which may arise from performance of work or services covered by this order whether performed by the Seller or any Subcontractor or any one directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Buyer and shall be subject to Buyer's approval for adequacy of protection.