



FINANCE
PURCHASING DIVISION
Room 100 City Hall, 411 West First Street
Duluth, Minnesota 55802-1199
218/730-5340 218/730-5922 FAX

ADDENDUM NO. 1

12-23DS

Park Point Communications Tower

This Addendum No. 1 serves to advise bidders of two additional documents

1. Invitation to Bid.
2. Insurance Requirements (updated February 16, 2011).

Please review these documents carefully and acknowledge receipt of the addendum by signing and returning a copy of this Addendum No. 1 with your bid/proposal.

There are no other changes to this bid.

Thank you.

Acknowledgement of Receipt:

Signature

Date

CITY OF DULUTH
INVITATION TO BID

PROJECT NAME/DESCRIPTION: Park Point Communications Tower

PROJECT NUMBER: 12-027

BID NUMBER: 12-23DS

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, at (218) 730-5340 at 2:00 p.m., local time on November 28, 2012, for **Construction of the Park Point Communications Tower**. Immediately thereafter, bids will be taken to Room 106A City Hall where they will be publicly opened and read aloud.

NOTICE TO BIDDERS:

1. **A Project Labor Agreement (PLA) will be required for any bid that is over or could virtually go over \$150,000.**
2. **Unless a Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds. This form may be found at the following web address:**
http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf

This advertisement is also available on the City of Duluth website at www.duluthmn.gov/purchasing/bid_information.cfm.

In general, this project consists of: **Construction of the Park Point Communications Tower.**

Proposal forms, contract documents, plans and specifications as prepared by the firm of MSA Professional Services, Inc., are available on the city's website at www.duluthmn.gov/purchasing/bid_information.cfm. Copies of these plans and specifications may be obtained from Shel-Don Reproduction at 218-727-2817 for the cost of the prints.

A certified check or bank draft payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries, wages and benefits as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin and must meet the affirmative action goals. Contractors are encouraged to subcontract with disadvantage business enterprises when possible.

The City of Duluth reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the City of Duluth for a period not to exceed thirty (30) days from the date of opening the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

Dennis Sears
Purchasing Agent

City of Duluth Indemnification & Insurance Requirements

(Updated February 16, 2011)

(Please Be Sure These Requirements Can Be Met before Submitting Your Response)

INDEMNIFICATION CLAUSE

The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
 - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,00** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
- (5) **The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City shall be named as an additional insured on each liability policy other than the workers' compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.
- f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

Procedure verified by:

Don Douglas, Claims Adjuster
Duluth City Attorney's Office

Date _____

PRE-2004 CG 2010

A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

NOTICE OF CANCELLATIONS ENDORSEMENT IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule	
Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth, MN 55802	30