CITY OF DULUTH – COMFORT SYSTEMS INTERIOR REMODELING
DULUTH, MINNESOTA

ADDENDUM NO. 01

The following Addendum shall be appended to and become part of the Plans and Specifications for City of Duluth – Comfort Systems Interior Remodeling – Duluth, MN.

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

Architecture Advantage, LLC
1434 East Superior Street
Duluth, Minnesota  55805

Addendum Item:

General:
1. The bid date is extended to July 29th at 2:00 p.m.
2. The project consists of 3 phases
   - Phase 1 – All general construction in areas consisting of areas in unisex, office 177, office 174, lobby, conference 164, office 157, office 156A storage 157A, office 157B, dispatch 157C and sick rooms.
   - Phase 2 – Relocation of existing office furniture in areas consisting of open office area 168, open office 173 and office 177, office 177 and office 174.
   - Phase 3 – Relocation of existing office furniture in areas consisting of conference 164, open office 157 office 157b and dispatch 157C.
3. Attached is sign in sheet from the pre-bid walk through on July 14th, 2014.
4. A second pre-bid meeting will be held on Friday July 18th at 9:00 am. All general contractors, mechanical contractors, electrical contractors and sub-contractors are encouraged to attend. This may be the only opportunity contractors have to walk through the building.

Changes to the Specification

5. INVITATION TO BID
   Please insert the following paragraph to replace existing:
   Proposal forms, contract documents, plans and specifications as prepared by the firm of Architecture Advantage, LLC are on file at the following offices: City Purchasing Office; City Architect's Office; Duluth Builder's Exchange; McGrawhill Construction; Minneapolis Builder's Exchange; Reed Construction Data, St. Paul Builder's Exchange, Minnesota Builders Exchange and the office of Architecture Advantage, LLC, 1434 East Superior Street, Duluth, MN 55805.

6. BID PROPOSAL FORM
   See attached bid proposal form to replace previous bid proposal form. The changes on this form include the bid change date and line items for each alternate.
Comfort Systems Interior Remodeling

BID OPENING AT: 2:00PM ON TUESDAY, July 29, 2014

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. All applicable sales and/or use tax are to be included in the bid pricing. 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. City Project Contact: Tari Rayala, City of Duluth Architect, (218)730-4434 & trayala@duluthmn.gov. The City of Duluth is an Equal Opportunity Employer.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE

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

NAME ________________________________________
ADD1 ________________________________________
ADD2 ________________________________________
ADD3 ________________________________________
BY: _________________________________________
(Print) (Print) Title

TOTAL BASE BID $ __________________________
ALTERNATE 01 $ __________________________
ALTERNATE 02 $ __________________________
ALTERNATE 03 $ __________________________
ALTERNATE 04 $ __________________________
ALTERNATE 05 $ __________________________
PAYMENT TERMS: __________________________

(SIGNATURE)
Telephone #
Email

Initial: ____________
The undersigned, having become familiar 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 Comfort Systems Interior Remodeling.

LUMP SUM BASE BID: $____________________
Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

(In words - See Additional Page(s) as required)

ADD ALTERNATE 01: Public Unisex Restroom $____________________
Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

(In words - See Additional Page(s) as required)

ADD ALTERNATE 02: Sick Rooms $____________________
Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

(In words - See Additional Page(s) as required)

ADD ALTERNATE 03: Service Window $____________________
Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

(In words - See Additional Page(s) as required)

ADD ALTERNATE 04: Existing Ductwork Modifications $____________________
Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

(In words - See Additional Page(s) as required)

ADD ALTERNATE 05: Low Voltage Modifications and WAP $____________________
Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

(In words - See Additional Page(s) as required)

Initial: ____________
The Contractor is requested to furnish the information listed below:

PLUMBING SUBCONTRACTOR:

List the name of the proposed plumbing sub-contractor and amount.

HVAC SUBCONTRACTOR:

List the name of the proposed HVAC sub-contractor and amount.

ELECTRICAL SUBCONTRACTOR:

List the name of the proposed electrical sub-contractor and amount.

Initial: ________
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.

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 foregoing 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: ______
Addendum Receipt Acknowledgments:

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Initial: ______
PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER BY BUYER EXPRESSLY LIMITS THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER, ANY TERM OR CONDITION STATED BY THE SELLER, ANY PRIOR PROPOSAL, SELLER’S ACKNOWLEDGEMENT FORM, OR IN ANY OTHER MANNER OR ANY DOCUMENT ORDERED BY SELLER. THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTION 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 THE 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 COMPLETION OF PERFORMANCE OR RETURNING SELLER’S OWN FORM OF ACKNOWLEDGEMENT.

2. PRICE. If price (either fixed price or hourly rate) is in, of a time and material order and/or delivery is not specified by Buyer on the face of this order, Seller shall immediately submit its best price, delivery date and/or schedule which shall be subject to Buyer’s approval. Buyer warrants that the prices and other terms and conditions are valid for Buyer until purchase order has been awarded and SELLER warrants that the prices extended to all other consumers for the same or similar are in equal or less quantities. In the event Seller reduces its prices for such articles during the term of this order, Seller shall agree to reduce the prices in accordance. If this order in a time and material basis, the following shall apply: price shall be (a) not less than cost of Seller’s cost, base, with any charge for handling or otherwise, and (b) to time agreed hourly rates at. If both engineering work and manufacturing work are involved, separate hourly rates are specified for each thereof. No overtime shall be performed in the performance of this order without Buyer’s prior consent and unless separate overtime hourly rates have been specified and agreed upon. No substantial portion of the order shall be subcontracted without Buyer’s written consent. Seller shall maintain adequate accounting records in accordance with generally accepted accounting practices to substantiate all costs, which records shall be open to examination by Buyer at reasonable times.

3. PACKING AND SHIPPING. If Goods are to be delivered F.O.B. point and freight is included for this order are deemed to include all packaging and/or stormproofing, including back-up packaging, cushioning, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On complete delivery of each shipment, packing list shall accompany invoice. Shipment date and numbers, and names and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment. Over-trans 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 Seller shall not be liable for payment until the time originally scheduled hereunder.

4. F.O.B. AND RISK OF LOSS. Unless otherwise specified on the face of this order, 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 cost 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 cost of loss or damage to the Goods until delivery of the Goods to the Buyer’s location.

5. INVOICING. All invoices shall be rendered in duplicate to the above specified and shall be reviewed within 24 hours after each shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be accompanied by bill of lading and express receipt. Payments shall be subject to adjustment for shortfalls, rejections, and other causes. Discount period, if any, shall commence on the date invoice is received or goods are received, whichever is later. Buyer accepts blanket coverage on all inbound freight. Additional insurance will not be honored unless otherwise specified.

6. INSPECTION. All material and workmanship shall be subject to inspection and test by 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 materials or workmanship. Rejected goods shall be returned at Seller’s expense and risk, including transportation both ways, promptly after notice of rejection. Buyer may order to receive and rework defective goods and to remedy defects and deduct cost of remolding some from amount due Seller. Seller warrants that goods be produced under a quality control system that provides at a minimum for the general standards and quality and for timely and positive corrective action. Seller warrants that he has and will retain the best facilities necessary to meet the testing and regulatory requirements specified. Seller warrants that quality of performance or return by Seller’s own form of acknowledgement.

7. WARRANTY. In addition and without prejudice to all other warranties or representations made by law, Seller warrants that all material or goods covered by this order shall conform to drawings, specifications and other data given and implied, also constitute conditions and shall survive inspection, acceptance and/or payment, and shall be free from defects in the best interests of Buyer and its customers. Without limitation of any rights of remedy of breach of warranty or otherwise, material or goods which are not 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 governing 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 Labeling Act, the Right to Know Act, the Resource Conservation and Recovery Act and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold Buyer harmless from any losses, damages, or costs arising from any cause in any way as a result of or related to the Federal, state, local, national, condition, rule or regulation or, failure to the Seller to (i) have any lawful substances sold hereunder included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Clean Air Act (40 U.S.C. § 7672); or (ii) provide a complete Material Safety Data Sheet (OSHA Form 200) for any chemical substances sold hereunder. If the parties agree, any federal, state, local, or general, rules, or regulation.

9. CHANGES. Buyer may, at any time by written order, make changes in the purchase order. Such specifications, method of shipment or packaging, time or place of delivery, require additional work, or direct the unloading 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 supported within 10 days from date this change is ordered and the amount of such change must be stated in writing within 40 days thereafter.

10. BUYER’S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes Seller material or equipment, “Equipment” is defined as special dies, molds, jigs, tooling, gauges, test equipment, masks, etc., or pays for such material or “equipment,” title thereto shall remain in Buyer. Seller shall identify, maintain and preserve such material and “equipment” and shall defend it (including property) in spaces occupied by Buyer’s equipment, such equipment and “equipment”, and whenever such equipment or any item thereof shall be identified as ”property of the City of Duluth” and shall be safely stored separate and apart from Seller’s property. Buyer shall not substitute any property in place. If otherwise authorized in writing by Buyer, Seller shall use such material or “equipment” only in the performance of purchase order. In the event of loss, damage, or destruction to such material or “equipment” by Buyer’s order, Buyer shall be liable for the total cost thereof at the cost charged 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 proper assignment by Seller shall be binding on Buyer without such written consent.

12. NOTICE OF LABOR DISPUTES. Whenever an actual or threatened labor dispute or strike occurs involving Seller, Buyer may at any time in writing terminate this order.

13. TERMINATION. (a) Termination Without Cause. Buyer shall have the right, without notice, at any time to terminate all or any part of the underdelivery portion of this order by written notice. If Seller has dies and diecast to assert any claim on account of any such termination, Seller shall submit such claim to arbitration. If 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 the right to substitute Buyer 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 under the order, or fails to make any delivery date or schedule or terms or conditions agreed to under this order. Buyer may cancel all agreements (or any other right or remedy at law or under this agreement) by written notice to terminate all or any part of the portion of the order not completed by 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 other person for Buyer or any other person for Buyer resulting from Seller’s infringement of patents or copyrights relating to the manufacture, sale, or use of the Goods, except for any such infringement resulting from Seller’s compliance with Buyer’s designs or specifications or with Buyer’s or any other person’s written instructions. Buyer shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement.

15. PUBLIC LIABILITY INSURANCE. Seller shall have the right, at no additional charge, to use and reproduce the Seller’s applicable literature, such as specifications, and maintenance manuals, and all similar supporting documentation and data literature. Seller shall advise Buyer of any updated literature and the foregoing literature and documentation with timely notice.

16. DELAYS. Time is of the essence. All actual or potential delays of whatever nature must be reported to Buyer within thirty (30) days of the event. Any delay beyond thirty (30) days of the event shall be construed as a waiver of any other rights or remedies.
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<td>Harey Harter</td>
<td>Architecture Advantage</td>
<td>14th &amp; Superior St, Duluth MN 55805</td>
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<tr>
<td>Kevin Amendola</td>
<td>Ameda/Builds</td>
<td>405 E 5th St</td>
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<tr>
<td>Danie Holm</td>
<td>Donald Holm Court Co</td>
<td>300 E 5th St, Duluth MN 55806</td>
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<tr>
<td>Hari Ravindra</td>
<td>City of Duluth</td>
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