ADDENDUM NO. 1  
for  
City of Duluth  
Street Maintenance Toolhouse  
HVAC & Lighting Replacement  

Project #: 14-4-RH  
Bid #: 14-0612  

for  
CITY OF DULUTH  
Property and Facilities Management  
1532 West Michigan Street  
Duluth, MN  55806  

ARCHITECTS/LANDSCAPE ARCHITECTS/ENGINEERS/INTERIOR DESIGNERS:  
ARCHITECTURAL RESOURCES, INC.  
704 East Howard Street  
Hibbing, MN 55746  
218/263-6868 (218/722-6803 fax)  
ARI Project #: 14-033

------------------------------------------------------------------
BID DATE: October 28, 2014, @ 2:00pm CST
------------------------------------------------------------------

The following Addendum shall be appended to and become part of the specifications and plans for the construction of the above mentioned project. This Addendum supersedes and supplants all previous reference to similar items.

CLAIRIFICATIONS

1. Project Completion Time: Page 3 of the Request for Bid addresses project completion time. Indication is 120 calendar days from the award of contract.

2. Coordination of Work: Contractor is to coordinate work (demo and installation of unit heaters and make-up air) with Owner to maintain continual heat source during phases of work. In addition, work is to be coordinated with and around work schedules and Owner use of facility.

3. Combustion air/exhaust for new furnaces (Equipment #10) can be concentric through sidewall if code compliant and location is confirmed suitable to Owner prior to installation.

4. Gas Detection Sensors (Equipment #5 and #6): Follow manufacturer installation instructions for installation height if different from those shown on plan.

5. A Prebid meeting was held on October 16, 2014; those in attendance are listed on attached Sign-In Sheet.

6. Bid Packages have been modified as follows:  
a. BASE Bid #1 shall be packaged (Lump Sum) to include:  
   ● Exhaust Fan and Make-Up Air System (previous Base Bid #1)  
   ● Lighting Replacement (previous Base Bid #2)  
   ● Unit Heater Replacement for (4) Unit Heaters (previous Base Bid #4)  
b. ADD ALTERNATE #1: Furnace Replacement and Relocation (previous Base Bid #3)

SPECIFICATIONS

BID PROPOSAL FORM has been revised to reflect changes to Bid Packages as outlined in Item #6 under Clarifications of this addendum.
DRAWINGS

SHEET ME2.1 –

1. Equipment #1 AbsolutAire Model #AA4 to be balanced to 9500 CFM. Equipment #2 AbsolutAire Model #AA3000 to be balanced to 2600 CFM. Intent is to be slightly negative in Parking Bay 100/101.

SHEET M0.1 –

1. Demo of Existing Make-Up Air Units (3) and Furnaces (2): Remove handrails and structure as necessary for removal of units, ductwork and gas piping. Remove wood floor supporting system. Structural steel for unit to remain. All remaining structure and components to be left in a sound and secure manner.

2. Add Alternate #1 (Furnace Replacement and Relocation): Add to Scope of Work – Test and Balancing Contractor to read supply CFM, return CFM and outside air CFM during normal system operation prior to demolition or removal of any components or aspects of the furnace system (Twin Furnaces).

SHEET M1.1 –

1. Provide (1) condensate neutralizer tank Axiom NT20 or similar BTU capacity neutralizer. Mount neutralizer tank on wall with wall bracket above sink and route common condensate serving four unit heaters through neutralizer prior to discharge into janitor sink. Neutralizer tank to service a minimum of 900 MBH capacity.

2. Equipment #1 AbsolutAire Model #AA4 to be balanced to 9500 CFM. Equipment #2 AbsolutAire Model #AA3000 to be balanced to 2600 CFM. Intent is to be slightly negative in Parking Bay 100/101.

SHEET E1.1 –

1. Provide strut and hangers to support rows of lights.

APPROVALS

<table>
<thead>
<tr>
<th>Section</th>
<th>Item</th>
<th>Manufacturer</th>
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<tbody>
<tr>
<td>23 09 11</td>
<td>Gas Detection Equipment</td>
<td>Critical Environment Airtest Technologies</td>
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<tr>
<td>23 54 00</td>
<td>Gas-Fired, High-Efficiency Furnace</td>
<td>Goodman</td>
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<td>23 55 00</td>
<td>Gas-Fired Unit Heaters</td>
<td>Modine Model PTC</td>
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<td>23 37 13</td>
<td>Louvers</td>
<td>Pottorff</td>
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<tr>
<td>23 73 39</td>
<td>Direct-Fired Gas Make-Up Air AHU</td>
<td>Titan-Air</td>
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<td></td>
<td>Light Fixture Type “A”</td>
<td>Beghelli; Lithonia FEM</td>
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<td></td>
<td>Light Fixture Type “C”</td>
<td>Maxlite</td>
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ATTACHED DOCUMENTS

1. The following documents are attached to this addendum and shall be considered a part thereof:
   a. Sign-In Sheet – Prebid Meeting
   b. Revised Bid Proposal Form

END OF ADDENDUM NO. 1
<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
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<tbody>
<tr>
<td>Brian Schmidt</td>
<td>Johnson Contrs</td>
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<td>Ron Radovich</td>
<td>Radovich Inc.</td>
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<tr>
<td>Craig Lanyk</td>
<td>Lanyk Electric</td>
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<td>Kyle Lin</td>
<td>A.W. Kuetzel</td>
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<td>Al Barta</td>
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<td>Chad Strop</td>
<td>Jamo</td>
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<td>Rob Hard</td>
<td>City of Duluth</td>
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<td>Byfnon Andjalar</td>
<td>City of Duluth</td>
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<tr>
<td>Mike Washburn</td>
<td>ARI</td>
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CITY OF DULUTH

REQUEST FOR BID
Date: October 22, 2014
Project #: 14-4-RH
Bid #: 14-0612

RETURN BY BID OPENING TIME TO:
PURCHASING DIVISION
100 City Hall
Duluth, Minnesota 55802
(218) 730-5000
dsears@duluthmn.gov

City of Duluth Street Maintenance Toolhouse HVAC & Lighting Replacement

BID OPENING AT: 2:00PM ON Tuesday, October 28, 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 or 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: Robert Hurd, City of Duluth Facility Operations, rhurd@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)

NAME _______________________________ BASE BID #1 – Exhaust Fan & Make-Up Air System, Lighting Replacement and Unit Heater Replacement
ADDR1_________________________________
ADDR2_________________________________
ADDR3_________________________________

BY: ___________________________________
(Print) Title

(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 City of Duluth Street Maintenance Toolhouse HVAC & Lighting Replacement.

LUMP SUM BASE BID #1: $________________
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 BID #3: $________________
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: ______________
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, __120__ Calendar 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 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

Addendum Receipt Acknowledgments:

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<th>Addendum #: ______</th>
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Initial: _______
PURCHASE ORDER TERMS AND CONDITIONS

July 10, 1992

1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. ANY TERM OR CONDITION STATED BY THE BUYER THAT INCREASES, LIMITS, OR ALTERS THE SELLER’S ACKNOWLEDGEMENT FORM, OR IN OTHER DOCUMENTS, IS HEREBY REJECTED. NO ACCEPTANCE OF THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY SELLER. 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 PURCHASE 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) is in case 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. If price is unacceptable, Seller will submit to Buyer the prices and other terms for the articles solicit to Buyer upon request. Buyer shall have the option to rescind the price extended to all other customers for the same or similar articles in equal or less quantities. In the event Seller does not receive the price for such articles during the term of this order, Seller agrees to reduce the prices hereunder accordingly. If this order is on a time and material basis, the following shall apply: price shall be (a) materials at Seller’s cost, less scrap, without any charge for handling or overhead, or (b) time at agreed hourly rates. If both engineering work and manufacturing work are involved, separate hourly rates shall be specified herein. No overtime shall be employed 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 by Seller 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. PACKAGING AND SHIPPING. If Goods are to be delivered F.O.B. point of manufacture, the condition for this order are deemed to include all packaging and/or storage, including protective packaging, protective wrapping, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On consignment, Seller shall maintain all records, show in instructions, shipping information, order number, item number, account number, shipping date, and names and addresses of consignee and Buyer. An itemized packaging list shall accompany each shipment. Overdeliveries shall be returned to Seller at Buyer’s cost and risk. 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 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 the Carrier.

5. INVOICING. All invoices shall be rendered in duplicate. Time shall be of the essence 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 or express receipt. Payments shall be subject to adjustment for any shortages, rejections, credits or returns. Discount period, if any, shall commence on the date invoice is received or goods are received, whichever is later. Buyer assures blanked coverage on all insured freight or air freight 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 following: (a) materials that meet all Buyer’s specifications and requirements specified. Seller warrants that quantity ordered shall be manufactured in accordance with Buyer’s requirements. Without limitation of any rights of Buyer implied or otherwise, material or goods which are not as represented may at any time be returned to Seller at Seller’s expense for credit, correction or replacement as Buyer may direct.

7. WARRANTY. In addition and without prejudice to all other warranties and representations implied by law, Seller warrants that all material or goods covered by this order shall conform to drawings, specifications and other defects. All other warranties, express or implied, also constitute conditions and shall survive inspection, acceptance and payment for the goods delivered to Buyer’s and its customers. Without limitation of any rights of Buyer implied or otherwise, material or goods which are not as represented 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, local, and international laws, ordinances, rules and regulations with respect to the purchase 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, in the case of all of the listed in the appropriate chemical substances and process, all of the listed in the appropriate chemical substances in the applicable Environmental Protection Agency’s Chemical Control Act. (b) or provide a complete Material Safety Data Sheet (OSHA Form 15) for all chemical substances sold hereunder, and (c) all federal, state or local law, condition, rule, or regulation.

9. CHANGES. Buyer may, at any time by written order, make changes in specifications, method of shipment or packing, line or piece of delivery, require additional work, or direct the termination of work covered by this order. If any such change causes an increase or decreases 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 shall be made within 10 days from date this change in order 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”, defined as special dies, tools, jigs, tools, gages, test equipment, masks, etc., or pays for such material or “equipment”, title thereto shall remain with 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 such material and “equipment” may be identified by Buyer as “property of the City of Duluth” and shall be safely stored separate and apart from Seller’s property. Seller shall not substitute any material or “equipment” in Buyer’s property. Unless otherwise authorized in writing by Buyer, Seller shall use such material or “equipment” only in performance of purchase order, and Seller shall indemnify Buyer and Buyer’s representatives for any loss, damage, or destruction to such material or “equipment” but Seller shall bear all costs resulting from 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 hereunder 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 dispute under the provisions of this order is involved, Seller shall immediately notify Buyer in writing of all relevant information relating to such dispute.

13. TERMINATION. (a) Termination Without Cause. Buyer shall have the right, without cause, at any time to terminate this order in whole or in part by written notice. If Seller has and desires to assert any claim on account of any such termination, Seller shall submit a termination claim to Buyer in form and with evidentiary 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, at any time during the performance of this order, shall fail to meet any agreed delivery date or schedule or terms or conditions agreed to in this order, Buyer may (in the discretion of Buyer) terminate this order (to any other right or remedy at law or under this agreement) by written notice to terminate all or any part of the unperformed portion of this order and Seller may thereafter, 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, or related to the use, manufacture, sale, or use, of the Goods, except for any such infringement resulting from Seller’s compliance with data and information provided by Buyer, and Seller shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement.

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 rendered under this order, and Seller shall obtain 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 damage, personal injury, or death to employees of the Seller, the Buyer or Customer, or to any other persons which may arise from performance of work or services covered by this order performed by the Seller or any subcontractor or by any directly or indirectly employed, either of them. Certificates of such insurance shall be filed with the Buyer and shall be subject to Buyer’s approval for adequacy of coverages and details of such insurance.

16. DELAYS. Time is of the essence. All actual or potential delays of whatsoever nature must be reported to Buyer within 48 hours after they occur. If the event can be expected to result in a delivery later than shown on the face of this order, Buyer agrees to indemnify Buyer for all losses, damages and damages resulting from Seller’s delay or failure to deliver.

17. GENERAL. This order is formed under and shall be interpreted in accordance with, and governed by, Minnesota law. No waiver by Buyer of any of its rights or remedies hereunder shall be construed as a waiver of any other rights or remedies.