Addendum #4
14-11DS Fire Station #1 Exterior Renovations

DATE:       June 11, 2014

PROJECT:    Exterior Renovation of Fire Station #1
            Duluth, MN
            City of Duluth project #: 14-06-TR
            City of Duluth Bid #: 14-11DS

OWNER:      City Of Duluth

ARCHITECT:  TKDA
            11 E Superior St., Suite 340
            Duluth, MN 55802

TO:         Prospective Bidders

This Addendum modifies Specifications dated May 21, 2014 and drawings dated May 9,
2014 with amendments and additions noted below.

This Addendum consists of 2 (two) pages and the following:

- Bid Form

CHANGES TO ADDENDUM 3

- Change statement that reads “This Addendum modifies Bid Set dated May 20, 2014“ to
  read as ”This addendum modifies Specifications dated May 21, 2014 and Drawings dated
  May 9, 2014

- Approval of Additional Products / Systems
  o Change section 07 27 00 to read as 07 41 00

CHANGES TO THE PROJECT MANUAL

- 07 41 00 Metal Wall Panels
  o Section 2.1.B – Change panel profile from S-16 to X-16
CHANGES TO THE DRAWINGS

- **G100 – Title Sheet**
  - A2/G100 – change “Add Alt. Bid #2” to read as “Alternate Bid #2”
  - A3/G100 – change “Add Alt. Bid #1” to read as “Alternate Bid #1”

- **A100 – Floor Plans**
  - Change all references that read “Deduct Alt. Bid #1” to read as “Alternate Bid #1”
  - Change all references that read “Add Alt. Bid #2” to read as “Alternate Bid #2”

- **A200 – Ext. Elevations (Base Bid and Add Alt. Bid #2)**
  - Change all references that read “Add Alt. Bid #2” to read as “Alternate Bid #2”

- **A201 – Ext. Elevations (Deduct Alt. Bid #1 and Add Alt. Bid #2)**
  - Change all references that read “Deduct Alt. Bid #1” to read as “Alternate Bid #1”
  - Roof Guardrail Notes: (note is located below detail callout B1/A200 West Elevation) are to be modified to read as follows:
    - Remove existing Guardrail from roof at south elevation (delete this reference, railing is to remain in place)
    - Provide Weld new horizontal steel tube guardrail extension with vertical support posts to existing rail. **Weld or mechanically fasten guardrail extension to top of existing rail.** Locate top horizontal rail such that bolted connection to existing wall stands clear of existing control joint – refer to cover sheet photo.
    - Sandblast Prep and paint existing guardrail assembly in place and reinstall.

CLARIFICATIONS
1. Existing Doors 22, 130, and 234 are scheduled to be removed and replaced with as per door schedule.
2. Safety Instruction signage described on B3/A300 is to be made of .080 prefinished white aluminum panel with radiused corners and applied vinyl graphic text.
3. All work related to Door 237 is to be part of the Base Bid.

END OF DOCUMENT
CITY OF DULUTH

REQUEST FOR BID

Date: May 20, 2014
Project #: 14-06-TR
Bid #: 14-11DS

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

Fire Station #1 Exterior Renovations

BID OPENING AT: 2:00PM ON TUESDAY, June 17, 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)

NAME ______________________________________
ADDR1______________________________________
ADDR2______________________________________
ADDR3______________________________________

BY: _________________________________________
(Print)                                  Title

(SIGNATURE)

Telephone #

Email

Initial: ____________

BASE BID $ __________________________
Base bid includes all work related to the installation of wall panel type #1 (metal wall panel) at stair tower only (does not include penthouse cladding).

ALTERNATE BID #1 $ _____________________
Alt Bid #1 includes all work related to the installation of wall panel type #2 (fiber cement panel) at stair tower only (does not include penthouse cladding).

ALTERNATE BID #2 $ _____________________
Alt. Bid #2 includes all work related to the installation of wall panel type #1 (metal wall panel) at Penthouse only.

ALTERNATE BID #3 $ _____________________
Alt. Bid #3 includes all work related to the installation of wall panel type # (fiber cement panel) at Penthouse only.
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 Fire Station #1 Exterior Renovations by March 28, 2015.

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)

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, 270 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 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.

_____________________________________________________________________________________ Notary Public.

Stamp/Seal

Addendum Receipt Acknowledgments:

Addendum #: _______ Dated: _______ (initial)
Addendum #: _______ Dated: _______ (initial)
Addendum #: _______ Dated: _______ (initial)
Addendum #: _______ Dated: _______ (initial)
Addendum #: _______ Dated: _______ (initial)
Addendum #: _______ Dated: _______ (initial)

Initial: __________
PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER BY BUYER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. ANY TERM OR CONDITION STATED BY SELLER IN ANY PROPOSAL, OFFER, ACCEPTANCE, SELLER’S ACKNOWLEDGEMENT FORM, OR IN OTHER WRITTEN COMMUNICATION OR ACKNOWLEDGMENT IS NULL AND VOID. THIS ORDER IS DEEMED TO BE A MATTERAL 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 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 AGREEMENT TO 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 ACKNOWLEDGEMENT.

2. PRICE. If price (either fixed price or hourly rate) is in a contract, 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 dates and/or time schedule which shall be subject to Buyer’s approval. Seller warrants that the prices and other terms for the articles sold to Buyer under this order are competitive and fair and have been extended to all other customers for the same or similar 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 incurred hereunder. If this order in 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 transportation; or (b) at time agreed hourly rate(s). If both engineering work and manufacturing work is involved, separate hourly rates are to 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 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 any reasonable times.

3. PACKING AND SHIPPING. If Goods are to be delivered to Buyer’s insurance, freight and handling charges for this order are deemed to include all packaging and/or storming, crating, loading, backing out, preparing, despatching, shipping invoice, order number, lean and accounting, shipping date, name, and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment. Overhauls shall be subject to Buyer’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 hereon.

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 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 Buyer’s location.

5. INVOICING. All invoices shall be rendered in duplicate and charge specified and shall be received 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 defects, 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 acquires 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 Buyer, at both 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 retain to determine defective goods and to remedy defects and deduct full or remolding some item amount due. Seller warrants that goods shall be produced under a quality control system that provides at a minimum for the greatest possible tolerance and for timely and positive corrective action. Seller warrants that he has in place or obtain the best facilities necessary to meet the technical and regulatory requirements specified. Seller warrants that quality assurance is carried out in accordance with the quality control plan and inspection report in connection with this order.

7. WARRANTY. In addition and without prejudice to all other warranties resulting from law, Seller warrants that all material or goods covered by this order shall conform to drawings, specifications and other data. All warranties, express and implied, also constitute conditions and shall survive inspection, acceptance and payment. Seller is responsible for the benefit of Buyer and its customers. Without limitation of any rights by reason of any breach of warranty or otherwiser, 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 relating to the production, 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 Taxation Act, the Resources Conservation and Recovery Act and all applicable requirements of the Fair Labor Standard Act. Seller shall 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 Clean Water Control Act or (ii) provide a completed Material Safety Data Sheet (OSHA From 20 evolutions) for any chemical substances sold hereunder under the requirements of the OSHA from 20 evolutions (OSHA Form 20) requisitions for each chemical substances sold hereunder of any federal, state or local law, condition, rule, or regulation.

9. CHANGES. Buyer may, at any time by written order, make changes in this order, alter specifications, method of shipment or packing, time or place of delivery, require additional work, or direct the elimination of work covered by this order. If any such change causes an increase or decrease in the price under this order, or in 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 claims 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, tools, jigs, fixtures, test equipment, materials, etc., or pays for such material or “equipment,” title thereto shall remain with Buyer; and Seller shall identify, maintain, and preserve such material and “equipment” and shall deliver the same to Buyer on demand. Seller and Buyer shall be joint owners of the property and equipment, and when purchased such individual items thereof shall be identified as joint property of Buyer and Seller. Seller is to supply the “property of the City of Duluth” and shall be safely stored separate and apart from Seller’s property. Buyer shall not sublet any equipment or property. Unless otherwise authorized in writing by Buyer, Seller shall use such material or “equipment” only in the performance of purchase order and shall not be responsible for any loss, damage, or destruction, except to that equipment and “equipment” and shall reimburse Buyer for all costs therefrom in the cost charged under this order. Also, this “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 threatened labor dispute affects the performance and/or delivery of any order, Buyer shall be notified by Seller at once of such fact.

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 does intend to assert any claim on account of any such termination, Seller shall submit arbitration claim to Buyer, in form and with evidences supplementary to Buyer, promptly, but no later than 60 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. (b) Termination With Cause. If Seller fails to make, at any time, any delinquent delivery date or schedule or terms or conditions agreed to by order, Buyer may at any time terminate this order (or 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 by Seller on account hereon, 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 copyright relating to the manufacture, sale, use, or use of the Goods, except for any such infringement resulting from Seller's compliance with Buyer's designs or specifications. 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, catalog data, brochures, specifications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall defend Buyer of any updated, revised, or amended text of any of the foregoing literature and documentation with timely notification.

15. PUBLIC LIABILITY INSURANCE. Seller shall hold Buyer and its customers harmless from all injuries, damages and claims arising from performance of work or services performed by this order. An adequate amount of such insurance as will protect the Seller, the Buyer and the 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 its Customer, or any other persons which may arise from performance of work or services covered by this order performed by the Seller or by any subcontractor or any one directly or indirectly employed by either of them. Certificates of such insurance shall be filed with this Buyer and shall be subject to Buyer's approval for adequacy of time.

16. DELAYS. Time is of the essence. All actual or potential delays of whatever nature must be reported to the Buyer when and as they occur if the event can be expected to result in a delivery later than that shown on the face of this order. Seller agrees to indemnify Buyer for all losses, damages resulting from Seller's delay or failure to deliver.

17. GENERAL. This order is formed under and shall be interpreted according to, and governed by, Illinois law. No waivers by Buyer of any right, or remedies hereunder shall be construed as a waiver of any other rights or remedies.