CITY OF DULUTH
REQUEST FOR BID
Date: December 21st, 2010
Project #: 10-12T
Bid #: 11-02DS

RETURN BY BID OPENING TIME TO:
PURCHASING DIVISION
100 City Hall
Duluth, Minnesota 55802

Enger Tower Lighting
Bid Package #2

PHONE: (218)730-5340
FAX: (218)730-5921

BID OPENING AT: 2:00 PM ON January 19th, 2011

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.

TECHNICAL COMPETENCY QUALIFICATIONS: Shall be filled out and attached to Bid Form.

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

Designated F.O.B. Point: City Architect
Tax: Federal Excise Exemption
Jobsite(s) Account Number: 41-74-0056 K

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<th>Description</th>
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{See Additional Page(s)}

FREIGHT CHARGES $ ________________

NAME______________________________________
ADDR1______________________________________
ADDR2______________________________________
ADDR3______________________________________

BY: _________________________________________
(Print) Title

TOTAL BASE BID $ ____________________________
TO INCLUDE ANY ADDITIONAL PAGES

PAYMENT TERMS: ____________________________

F.O.B. POINT: ________________________________

DELIVERY DATE: ______________________________
The City of Duluth is an Equal Opportunity Employer.
Project name:

Enger Tower Lighting – Bid Package #2 - 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 Enger Tower Lighting – Bid Package #2, specification by Collaborative Design Group, Inc.

BASE BIDS:

001 1 L.S. 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 SUB CONTRACTOR:

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 SUB CONTRACTOR:

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

Initial: ____________
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UNIT PRICES: Unit prices are in Addition/Deletion to the Lump Sum Bid. Bidder must enter all unit prices. All unit prices to include all labor, material and equipment to furnish and install requested item(s).

None.

ALTERNATES: Alternate prices are in Addition/Deletion to the Lump Sum Bid. Bidder must enter all alternate prices. All alternate prices to include all labor, material and equipment to furnish and install requested item(s). Alternates are at the discretion of the owner. The owner may take them in any order or may not take any of them.

Lighting Alternates #1-#5 (See E300 for further clarification)

- #1: Fixture type C-Alt instead of C  Add/Deduct _____________
- #2: Fixture type B-Alt instead of B  Add/Deduct _____________
- #3: Fixture type A-Alt instead of A  Add/Deduct _____________
- #4: Fixture type B-Alt instead of B  Add/Deduct _____________
- #5: Fixture type J-Alt instead of J  Add/Deduct _____________

Landscaping Alternate #6

- #6: Install pathway per drawing titled ALT#6  Add/Deduct _____________

Lighting Alternates #7-#9

- #7: Terrace level lighting G Lights this includes housing, fixture, and electrical conduit  Add/Deduct _____________
- #8: Vertical raceway enclosure for the conduit  Add/Deduct _____________
- #9: Horizontal raceway enclosure for the conduit  Add/Deduct _____________

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 by May 20th, 2011.

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): _____________________________________________________________________________________

_________________________________________________________________________________________________

_____________________________________________________________ Notary Public.

Subscribed and Sworn to before me this __________ day of _________________ A.D., ________________.

_____________________________________________________________ Notary Public.

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
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 ANY PRELIMINARY ORDER OR ACKNOWLEDGMENT OF SELLER'S REPRESENTATIVE, OR IN ANY OTHER WAYS ACKNOWLEDGING OR ACCEPTING ANY ORDER BY SELLER TO THE MATTERAL 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 WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THESE TERMS AND CONDITIONS IN ANY WAY WHATSOEVER TO CONSTITUTE ACCEPTANCE BY BUYER OF SELLER'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND OR ALL OF ITS TERMS AND CONDITIONS IN A MANNER OF COMMENCEMENT OF PERFORMANCE OR RETURNING SELLER'S OWN FORM OF ACKNOWLEDGMENT.

2. PRICE. If price (either fixed price or hourly rate) price is not specified by Buyer on this order, Seller shall submit their best price. If the order is and/or schedule which shall be subject to Buyer's approval, the price for all materials and articles in equal or less quantities. In the event Seller reduces its price for such materials during the term of this order, Seller agrees to reduce the prices hereinafter accordingly. If this order is on a time and material b, 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 rates. If the work involving work and manufacture work being performed, separately hourly rates shall be specified for each labor. No overtime shall be employed in the performance of this order without Buyer's prior consent and unless separate overtime rates are agreed on and agreed to. Any constant or 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 principles to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.

3. PACKING AND SHIPMENT. If Goods are to be delivered under this order, the cost and expense of packaging for this order shall include packaging to include storage cost. All Goods shall be packaged, marked, and labeled in accordance with good commercial practices to facilitate lowest shipping rates. On containers, Seller shall mark handling and loading instructions, order number, date, item number, account number, shipment date, and name and address of consignee. An itemized packing list shall accompany each shipment. Overweights shall be returned to Seller at Seller's risk and expense. Excesses shall be returned to Buyer at Buyer's risk and expense. Excesses shall be returned to Buyer at Buyer's request. Any return to Buyer shall be at Buyer's cost and damage to the Goods to the carrier. 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.

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 and the risk of loss shall pass to Buyer at the F.O.B. point. 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.

5. INVOICING. All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered within ten days after shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be accompanied by a bill of lading or express proof of delivery. Such invoices 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 reserves blanket coverage on all invoiced amounts. Additional loss such as 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 the place of manufacture and shall be subject to Buyer's acceptance. Additional inspection shall be performed at Buyer's request at reasonable cost and expense. The said material and equipment as specified herein shall be inspected and approved by Buyer's representative prior to acceptance and rejection of the materials and equipment. Seller will provide all necessary facilities to permit Buyer to inspect the materials and equipment as specified herein, including, without limitation, such materials and equipment as may be necessary for Buyer to inspect the materials and equipment. Buyer shall be responsible for all costs, damage or construction costs incurred by Seller in the manufacture or furnishing of such material or equipment but Seller shall not be required to include any costs in the performance of this order other than the costs incurred in the manufacture or furnishing of such material or equipment. 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 finished goods shall be produced under a quality control system that provides for the prevention and ready detection of discrepancies and defects. Seller warrants that it 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 and inspect Buyer'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 data. All warranties, both expressed and implied, also constitute representations, as a corollary to acceptance and payment, shall inure to the benefit of Buyer and Buyer's contractors or subcontractors without limitation of any rights by reason of breach of warranty or otherwise, material or goods which are not warranted hereunder at any time shall be returned to the Buyer or paid for as agreed. Seller agrees to pay for any losses, damages, or costs arising 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 Material Safety Data Sheet (OSHA Form 20) equivalent for any chemical substances sold hereunder as required by any federal, state, or local law, condition, rule, or regulation.

8. CHANGES. Buyer may, at any time by written order, change in drawings, design, specifications, method of shipment, method of payment 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 30 days from date this change is ordered and the amount of such claim must be stated in writing within 30 days thereafter.

9. BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes Seller material or "equipment" ("Equipment" is defined as special dies, molds, jigs, tools, fixtures, gages, jigs, dies, or tools, for such material or equipment, title thereto shall remain with Buyer). Seller warrants, for the use of Buyer, and the Buyer, and the Buyer's contractors or subcontractors, the material and equipment shall be free of any liens, encumbrances, or other security interest or attachment, and shall be delivered to Buyer in the same condition as delivered to Buyer.

10. DELAYS. Time is of the essence. All actual or potential delays of whatever nature must be reported to Buyer forthwith, and if any delay occurs...