ADDENDUM

Project: Enger Tower Lighting (11-02DS)  
Owner: City of Duluth

Architect: Collaborative Design Group  
100 Portland Ave South, #100  
Minneapolis, MN 55454  
(612) 332-3654; FAX (612) 332-3626

Package: Bid Package #2

Addendum: No. 02  
Date: 01/14/2010

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated December 21st, 2010 and previously issued Addenda dated December 30th, 2010. Portions of the Bidding and Contract Documents not altered by this addendum remain in full force.

Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

ATTACHMENTS

Pre-Bid Meeting Attendees sign up sheet.

Light Fixture Schedule.

Revised Bid Form.

CHANGES TO DRAWINGS

Sheet E001 – Specification:
1. Section 26110: Raceways: Part 1 – Replace with the following: ‘All wiring for 120 volts or higher, except as listed below, shall be in type Rigid Steel Conduit within tower. Utilize Schedule 80 Rigid PVC for lighting services to lighting standards (minimum 1-1/4”) as indicated on plans.’

2. Section 26470: Panelboards and Cabinets: Part 1 – Delete listed manufacturers, except Square D. Square D type “QO Load Center” is the only approved panelboard manufacture.

Sheet E200:
1. 1/E200: Provide two (2) spare 1-1/4” conduits from electrical cabinet #1 to 24” outside foundation wall 12” below grade, capped for future use.

2. 1/E200: The use of Schedule 80 PVC conduit within basement will be acceptable.
3. Key Legend: Replace “CAT5 DMX control cable in 1/2” conduit…” with ‘CAT5 DMX control cable in 3/4” conduit…”

4. Light Fixture Schedule: Replace light fixture schedule with attached. Revisions are noted in Bold and Underline formatted text.

Sheet E300:
1. 2/E300: Electrical Cabinet #1 and #2: Add the following requirements – Provide NEMA 3R cabinet(s) constructed out of PVC or fiberglass material with gasketed door.

2. 2/E300: Replace 60A fuse requirement associated with new disconnect switch with 40A fuses.

3. 2/E300: Typical for Time Clocks 1-4: Time Clocks will be Owner furnished for electrical contractor installation, terminations, and programming.

4. 2/E300: Replace “Reconnect existing feeder made available by demolition” with ‘Reconnect existing feeder made available by demolition. Provide add alternate price to replace the existing feeder complete from existing restroom structure to new panel LP1N-B01 (3#3+1#10 G- 1-1/4”C)’.

QUESTIONS DURING BIDDING:
Q1. Are lighting suppliers to quote to the city or Contractors?
A1. We expect the lighting suppliers to quote to the Contactors.

Q2. What is the material for the support brackets for the lighting?
A2. This should be steel as aluminum would not be acceptable due to surfaces to be mounted on and the strength of aluminum would not be adequate.

Q3. What is the electrical service running from the bathroom to the tower?
A3. It is 40 AMP, not 60 AMP as previously thought.

Q4. Being that we need to coordinate with the Contractor for Bid Package #1 -- What is the contact information for the Bid Package #1 Contractor?
A4. The Contractor is Building Restoration Corporation. The contact is John Felton. He can be reached at (612) 789-2800 or john@buildingrestoration.com.

Q5. Is the electrical contractor to provide the light fixtures for this project?
A5. Yes it is the responsibility of the div. 26 contractor to provide that indicated on the E series drawings including but not limited to light fixtures.

END OF ADDENDUM
## Pre-Bid Meeting Attendees Sign-in

**Enger Tower Restoration Bid Package #2 – City of Duluth**

<table>
<thead>
<tr>
<th>NAME</th>
<th>FIRM</th>
<th>PHONE NUMBER</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. DEAN BIRMAN</td>
<td>PARSONS ELECTRIC</td>
<td>218-287-3690</td>
<td><a href="mailto:DBIRMAN@PARSONSGrp.com">DBIRMAN@PARSONSGrp.com</a></td>
</tr>
<tr>
<td>2. Torrey Carlson</td>
<td>Midwest Electric Corp</td>
<td>218-571-1741</td>
<td><a href="mailto:rcarlson.meg@verizon.com">rcarlson.meg@verizon.com</a></td>
</tr>
<tr>
<td>3. Ted Butler</td>
<td>Training Electric</td>
<td>218-370-0382</td>
<td><a href="mailto:land@trainingland.com">land@trainingland.com</a></td>
</tr>
<tr>
<td>4. STEVE BUCKS</td>
<td>NYLAND ELECTRIC</td>
<td>218-624-5726</td>
<td><a href="mailto:SBUCKS@nylandelectric.com">SBUCKS@nylandelectric.com</a></td>
</tr>
<tr>
<td>5. NICK OLSON</td>
<td>ANDESON &amp; HAMMACK</td>
<td>315-791-9733</td>
<td><a href="mailto:nick@anandersonhank.com">nick@anandersonhank.com</a></td>
</tr>
<tr>
<td>6. NICK KANEKSI</td>
<td>MNT Electric</td>
<td>768-628-3366</td>
<td>NIKKANESKI@API Electric.com</td>
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100 Portland Avenue South, Suite 100, Minneapolis, Minnesota 55401  
Phone: 612.332.3654  
Fax: 332.3626
<table>
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<tr>
<th>Type</th>
<th>Rev.</th>
<th>Fixture Type</th>
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<th>Lamp</th>
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<td>SURFACE</td>
<td>120</td>
<td>LED (Included)</td>
<td>COLOR KINETICS COLOR GRAZE POWERCORE- MODIFIED 1' length-30X60 BEAM-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. PROVIDE COLOR KINETICS EXTRUDED HOUSING. Connect to DMX control source.</td>
<td>STAIRWELL LINEAR SCONCE - WHITE AND COLOR CHANGING LIGHT</td>
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<td>B</td>
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<td>LED (Included)</td>
<td>JESCO LIGHTING COLORFLEX LCF RGB-LENGTHS PER DRAWING-120. ELECTRICAL CONTRACTOR TO PROVIDE LENGTHS (ONE 8' LENGTH AT EACH OF 16 VERTICAL SUPPORTS), FEEDS, FITTINGS, MOUNTING HARDWARE, REMOTE TRANSFORMER, JESCO DMX CONTROL INTERFACE RGB CONTROLLER AS REQUIRED FOR A COMPLETE INSTALLATION. Connect to DMX control source.</td>
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<td>LIGHT HYPNOTICA. ELECTRICAL CONTRACTOR TO PROVIDE LENGTHS (ONE 8’ LENGTH AT EACH OF 16 VERTICAL SUPPORTS), FEEDS, FITTINGS, MOUNTING HARDWARE, REMOTE TRANSFORMER, DMX CONTROL INTERFACE AS REQUIRED FOR A COMPLETE INSTALLATION. Connect to DMX control source.</td>
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<td>COLOR KINETICS COLOR GRAZE POWERCORE-2' length-30X60 BEAM-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. Connect to DMX control source.</td>
<td>ROOF COVE - WHITE AND COLOR CHANGING</td>
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<td>LED (Included)</td>
<td>COLOR KINETICS COLOR BURST-10x41-4000K-45 DEGREE GLARE SHIELD.-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. Connect to DMX control source.</td>
<td>COLUMN MOUNTED TOWER UPLIGHT - WHITE AND COLOR CHANGING</td>
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<td>COLUMN MOUNTED DOWNSLIGHT AT BASE OF STAIRS</td>
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<td>SSL Solid State Luminaires - Terrascape TS2-4K-NFL.</td>
<td>COLUMN MOUNTED DOWNLIGHT AT BASE OF STAIRS</td>
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<td>COLOR KINETICS COLOR GRAZE POWERCORE-2’ length-30X60 BEAM-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. Connect to DMX control source.</td>
<td>BOLLARD - WHITE AND COLOR CHANGING</td>
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<td>LED (Included)</td>
<td>COLOR KINETICS eGRAZE POWERCORE-1' length-30X60 BEAM-4K, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. PROVIDE COLOR KINETICS EXTRUDED HOUSING. Connect to DMX control source.</td>
<td>COLUMN MOUNTED GROUND LIGHT - WHITE LIGHT</td>
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<td>ACCULITE IC115LEDHSG-IC115LEDPM-41K-836-BL.</td>
<td>STEP LIGHT AT TOP OF STAIRS</td>
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<td>COLOR KINETICS IPLAYER3 WITH CONTROLLER KEYPAD AND POWER SUPPLY. Provide Cat5 data cable to devices at tower as required for a complete operational system.</td>
<td>COLOR CHANGING CONTROLLER</td>
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<td>C-ALT1</td>
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<td>LED (Included)</td>
<td>WINONA WSL-403W-2-30-40K-ND24V-F-NAA-RB-X-STD. Provide 24v power supplies as required for a complete installation.</td>
<td>ROOF COVE - WHITE LIGHT</td>
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<td>CALIFORNEON LN-FXC-LENGTHS PER DRAWING-120V-G GREEN Flex Color Jacket, LN-FX-CH Mounting Channel, LN-FX-CA-1 Power Cord, LN-FX-CA-2 End Cap, LN-FX-CA3 Splice as required. Manufacturer to provide feeds, connectors and assembly devices as required for a complete installation.</td>
<td>GREEN NEON AT PINNACLE</td>
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<td>120/24</td>
<td>LED (Included)</td>
<td>WINONA WSL-403W-2-30-40K-ND24V-F-NAA-RB-X-STD. Provide 24v power supplies as required for a complete installation.</td>
<td>STAIRWELL LINEAR SCONCE - WHITE LIGHT</td>
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<td>SURFACE</td>
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<td>LED (Included)</td>
<td>EXISTING TO REMAIN IN PLACE</td>
<td>GREEN LED AT PINNACLE - (16) 7'-6&quot; LENGTHS</td>
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<td>J-ALT5</td>
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<td>SURFACE</td>
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<td>(1) 32W T8</td>
<td>WILLIAMS SURFACE MOUNTED VANDAL WRAPAROUND FLUORESENT FIXTURE #V516-4-132-PC0WET/CC-EB1/CW-120</td>
<td>UTILITY CEILING</td>
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**GENERAL NOTES:**

A CONTRACTOR SHALL VERIFY ALL MOUNTING AND RECESS CONDITIONS PRIOR TO ORDERING FIXTURES

B CONTRACTOR SHALL PROVIDE ALL HARDWARE, BRACKETS, WIRING, TRANSFORMERS, REMOTE BOXES AND EQUIPMENT TO INSTALL A COMPLETE AND FUNCTIONAL SYSTEM

C NO SUBSTITUTIONS SHALL BE ACCEPTED WITHOUT PRIOR REVIEW AND WRITTEN APPROVAL BY SCHULER SHOOK

**Revision:**

1. 11-01-10
2. 11-24-10
3. 12-01-10
4. 12-16-10
5. 12-17-10
REQUEST FOR BID

Date: December 21st, 2010
Project #: 10-12T
Bid #: 11-02DS

CITY OF DULUTH

RETURN BY BID OPENING TIME TO:

Purchasing Division
100 City Hall
Duluth, Minnesota 55802

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

Enger Tower Lighting
Bid Package #2

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
Job(s) Account Number: 41-74-0056 K

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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: ______________
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-#10

#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 _____________
#10: Replace existing feeder complete from existing restroom to new panel LPN-B01 (3#3+1#10 G- 1½”C) 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.

_____________________________________________________________ Notary Public.
Addendum Receipt Acknowledgments:

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<th>Addendum #:</th>
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<th>(initial)</th>
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<td>Addendum #:</td>
<td>Dated:</td>
<td>(initial)</td>
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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

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 THE BUYER, IS NOT A WAIVER OF ANY SUCH TERMS OR CONDITIONS. ANY ADDITIONAL TERMS OR CONDITIONS CONTAINED IN SELLER'S ACCEPTANCE FORM, OR IN ANY OTHERWISE ACKNOWLEDGING OR ACCEPTING THIRD PARTY TO THE SELLER TO THE SELLER TO THE MERCHANTABILITY OF THE ORDER OR ANY OTHERWAISE ACKNOWLEDGING OR ACCEPTING THIRD PARTY TO THE SELLER TO THE MERCHANTABILITY OF THE ORDER OR ANY OTHERPTIONS AS PART OF THE ORDER, WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF SELLER'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS:

2. PRICE. If price (either fixed price or hourly rate) is

3. PACKING AND SHIPMENT. If Goods are to be delivered under this order, the cost and any costs necessary for this, inclusive of packaging, shall be included in the cost. All packaging, marking, and labeling shall be in accordance with all applicable laws and regulations. All invoices shall be in accordance with the terms of sale and will be sent to Buyer. The cost of shipping, insurance, and any other costs incurred by Buyer shall be paid by Seller.

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. 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 Buyer.

5. INVOICING. All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered within twenty days after shipment. Terms, freight and similar charges shall be shown separately. Each invoice shall be accompanied by a bill of lading or other evidence of delivery. If any such individual item thereof is not clearly marked or otherwise adequately identified by Seller as "property of the City of Duluth" and shall be safely stored separated and apart from Seller's property. Seller shall not substitute any property for Buyer's property, unless such property is included in the purchase order. Seller shall be responsible for any loss, damage, or destruction of such material or "equipment" but Seller shall not include any in

6. INSPECTION. All material and workmanship shall be subject to inspection and test by Buyer at any time during the course of the work. Additional assurance will not be honored unless otherwise specified.

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 be used for their intended purpose, shall meet specifications and other terms of the contract, and shall be free from defects in material and workmanship. Seller warrants that all material or goods covered by this order shall be used for their intended purpose, shall meet specifications and other terms of the contract, and shall be free from defects in material and workmanship.

8. COMPLIANCE WITH LAWS. Seller shall comply with all federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and services hereunder and shall otherwise comply with all applicable laws in the manufacture and sale of the Goods and services hereunder.

9. CHANGE ORDERS. Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment or packaging, quantity 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 10 days from date this change is ordered and the amount of such claim shall be stated in writing within 30 days thereafter.

10. BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes Seller material or "equipment" ("Equipment" is defined as special dies, molds, jigs, tools, gages, dies, fixtures, etc., or pays for such material or "equipment", title thereto shall remain with Buyer and Seller shall identify, maintain and preserve such items, and Buyer shall dispose of it (including scrap) in accordance with Buyer's direction. Such material or "equipment" shall be the sole and exclusive property of Buyer, and whenever purchased such individual item thereof shall be clearly marked or otherwise adequately identified by Seller as "property of the City of Duluth," and shall be safely stored separated and apart from Seller's property. Seller shall not substitute any property for Buyer's property, unless such property is included in the purchase order. Seller shall be responsible for any loss, damage, or destruction of such material or "equipment" but Seller shall not include any in

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 potential labor dispute delays, or threatens to delay, the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such labor dispute.

13. TERMINATION. (a) Termination Without Cause. Buyer shall have the right, without cause, at any time to terminate all or any part of the work, unless written notice is given by Buyer of the termination. Buyer shall not be liable for any costs occasioned by Buyer therefore. Buyer shall not be liable for any costs occasioned by Buyer therefore.

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 the infringement of patents or copyrights relating to the maintenance or use of the Goods or services hereunder for any such infringement resulting from Seller's compliance with drawings and data or from any other cause.

15. PUBLIC LIABILITY INSURANCE. Seller shall hold its customer harmless from any loss, damage and any claims arising from performance of work or services covered by this order. Seller shall maintain such insurance as will protect the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the claim for death, personal injury, or damage to property for any reason or cause, and any such other claims as may arise from the performance of work or services covered by this order. Seller shall defend and the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the claim for death, personal injury, or damage to property for any reason or cause, and any such other claims as may arise from the performance of work or services covered by this order. Seller shall defend and the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the claim for death, personal injury, or damage to property for any reason or cause, and any such other claims as may arise from the performance of work or services covered by this order. Seller shall defend and the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the Seller, Buyer or any of Buyer's employees from claims for damages, including but not limited to the claim for death, personal injury, or damage to property for any reason or cause, and any such other claims as may arise from the performance of work or services covered by this order.