

ADDENDUM

Project: Enger Tower Lighting (11-02DS) **Project No.** 10075.00
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 Contractors.
- 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



COLLABORATIVE DesignGroup, inc.

NAME	ARCHITECTURE		ENGINEERING		INTERIORS		PLANNING	
	FIRM				PHONE NUMBER		EMAIL ADDRESS	
1. DEAN BIRMAN	PARSONS ELECTRIC				218-257-2690		DEAN@PARSONSELECTRIC.COM	
2. TORREN CARSON	MIDWEST ELECTRIC GROUP				218-591-1741		TCARLSON@MIDWESTEL.COM	
3. Paul Butler	Twining Electric				218-390-0593		Paul@twiningelec.com	
4. Steve Beck	NYLUND ELECTRIC				218-624-5706		STBECKS@NYLUNDELECTRIC.COM	
5. Nick Olson	ANDERSON HAMMACK				218-591-0733		Nick@andersonhammack.com	
6. NICK KANESKI	NYLUND ELECTRIC				218-624-5706		Nick.Kaneski@nylundelectric.com	
7.								
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15.								
16.								
17.								
18.								
19.								

Type	Rev.	Fixture Type	Voltage	Lamp	Catalog Number	Remarks
A		SURFACE	120	LED (Included) RGB	COLOR KINETICS COLOR GRAZE POWERCORE-MODIFIED 1' length-30X60 BEAM-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. PROVIDE COLOR <u>KINETICS EXTRUDED HOUSING. Connect to DMX control source.</u>	STAIRWELL LINEAR SCONCE - WHITE AND COLOR CHANGING LIGHT
B	1	SURFACE	120	LED (Included) RGB	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 <u>REQUIRED FOR A COMPLETE INSTALLATION. Connect to DMX control source.</u>	COLOR CHANGING NEON AT PINNACLE
B-Opt 1	3	SURFACE	120	LED (Included) RGB	TRAXON 40PXL MEDIA TUBE-DIFFUSE. ELECTRICAL CONTRACTOR TO PROVIDE LENGTHS (TWO END TO END AT EACH OF 16 VERTICAL SUPPORTS), FEEDS, FITTINGS, MOUNTING HARDWARE, REMOTE TRANSFORMER, DMX CONTROL INTERFACE AS REQUIRED FOR A COMPLETE INSTALLATION. <u>Connect to DMX control source.</u>	COLOR CHANGING NEON AT PINNACLE
B-Opt2	3	SURFACE	120	LED (Included) RGB	ILIGHT 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. <u>Connect to DMX control source.</u>	COLOR CHANGING NEON AT PINNACLE
C		SURFACE	120	LED (Included) RGB	COLOR KINETICS COLOR GRAZE POWERCORE-2' length-30X60 BEAM-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. <u>Connect to DMX control source.</u>	ROOF COVE - WHITE AND COLOR CHANGING
D		SURFACE	120	LED (Included) RGB	COLOR KINETICS COLOR BURST-10x41-4000K-45 DEGREE GLARE SHIELD.-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. <u>Connect to DMX control source.</u>	COLUMN MOUNTED TOWER UPLIGHT - WHITE AND COLOR CHANGING
E		NOT USED				
F	4	SURFACE	120	LED (Included)	SSL Solid State Luminaires - Terrascape TS2-4K-NFL.	COLUMN MOUNTED DOWNLIGHT AT BASE OF STAIRS
G		SURFACE	120	LED (Included) RGB	COLOR KINETICS COLOR GRAZE POWERCORE-2' length-30X60 BEAM-DATA ENABLER, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. <u>Connect to DMX control source.</u>	BOLLARD - WHITE AND COLOR CHANGING
G1	4	SURFACE	120	LED (Included)	COLOR KINETICS eGRAZE POWERCORE-1' length-30X60 BEAM-4K, LEADER AND JUMPER CABLES AS REQUIRED FOR A COMPLETE INSTALLATION. PROVIDE COLOR KINETICS EXTRUDED HOUSING. <u>Connect to DMX control source.</u>	COLUMN MOUNTED GROUND LIGHT - WHITE LIGHT
H		RECESSED	120/277	LED (Included)	ACCULITE IC115LEDHSG-IC115LEDPM-41K-836-BL.	STEP LIGHT AT TOP OF STAIRS
I		NOT USED				
J	2	SURFACE	120/277	LED (Included)	ACCULITE VRM-15L-41K-UN-W-R-SR.	UTILITY CEILING

Type	Rev.	Fixture Type	Voltage	Lamp	Catalog Number	Remarks
RGB CONTRL	2	SURFACE	120/24		COLOR KINETICS IPLAYER3 WITH CONTROLLER KEYPAD AND POWER SUPPLY. Provide Cat5 data cable to devices at tower as required for a complete operational system.	COLOR CHANGING CONTROLLER
C-ALT1		SURFACE	120/24	LED (Included)	WINONA WSL-403W-2-30-40K-ND24V-F-NAA-RB-X-STD. Provide 24v power supplies as required for a complete installation.	ROOF COVE - WHITE LIGHT
B-ALT2		SURFACE	120	LED (Included)	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.	GREEN NEON AT PINNACLE
A-ALT 3		SURFACE	120/24	LED (Included)	WINONA WSL-403W-2-30-40K-ND24V-F-NAA-RB-X-STD. Provide 24v power supplies as required for a complete installation.	STAIRWELL LINEAR SCONCE - WHITE LIGHT
B-ALT4		SURFACE	120/24	LED (Included)	EXISTING TO REMAIN IN PLACE	GREEN LED AT PINNACLE - (16) 7'-6" LENGTHS
J-ALT5	5	SURFACE	120	(1) 32W T8	WILLIAMS SURFACE MOUNTED VANDAL WRAPAROUND FLUORESENT FIXTURE #V516-4-132-PC0WET/CC-EB1/CW-120	UTILITY CEILING

GENERAL NOTES:

- A CONTRACTOR SHALL VERIFY ALL MOUNTING AND RECESS CONDITIONS PRIOR TO ORDERING FIXTURES
- CONTRACTOR SHALL PROVIDE ALL HARDWARE, BRACKETS, WIRING, TRANSFORMERS, REMOTE BOXES AND
- B 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

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

Jobsite(s)

Tax: Federal Excise Exemption

Account Number: 41-74-0056 K

Item Number	Qty	U/OM	Description	Unit Price	Total Price
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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: _____

(SIGNATURE)

Tele #

The City of Duluth is an Equal Opportunity Employer.

DELIVERY DATE: _____

Project #: 10-12T

Bid #: 11-02DS

{See Additional Page(s)}

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:

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

ELECTRICAL SUB CONTRACTOR:

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

Date: December 21st, 2010

Project #: 10-12T

Bid #: 11-02DS

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{ See Additional Page(s) }					

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	_____
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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- 1¼" C)	Add/Deduct	_____

Initial: _____

Date: December 21st, 2010

Project #: 10-12T

Bid #: 11-02DS

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{ See Additional Page(s) }					

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): _____

_____, 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.

Subscribed and Sworn to before me this _____ day of _____ A.D., _____,

_____ Notary Public.

Stamp/Seal

Initial: _____

Date: December 21st, 2010

Project #: 10-12T

Bid #: 11-02DS

Item Number	Qty	U/OM	Description	Unit Price	Total Price
{ See Additional Page(s) }					

Addendum Receipt Acknowledgments:

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (initial)

Addendum #: _____ Dated: _____ (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

Initial: _____

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 THE SELLER IN ANY PRIOR PROPOSAL OR SELLER'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED 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 THIS 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 ACKNOWLEDGEMENT.
2. **PRICE.** If price (either fixed price or hourly rate[s] 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 and acceptance. Seller warrants that the prices and other terms for the articles sold to Buyer under this order are not less favorable than those extended to all other customers for the same or like 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 hereof accordingly. If this order is on 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 otherwise, plus (b) time at agreed hourly rate(s). If both engineering work and manufacturing work are involved, separate hourly rates shall 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 rate(s) 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 practice to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.
3. **PACKING AND SHIPPING.** If Goods are to be delivered under this order, the cost and fee negotiated for this order are deemed to include all packaging and/or storage cost. All Goods shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, shipping information, order number, item and account number, shipment data, and names and addresses of Seller and Buyer. An itemized packing list shall accompany each shipment. Overshipments 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 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 Buyer's location.
5. **INVOICING.** All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered 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 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 secures blanket coverage on all inbound freight. Invoice charges 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 prevention and ready detection of discrepancies and for timely and positive corrective action. Seller warrants that he 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 the Seller'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 defects. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefits of Buyer and its customers. Without limitation of any rights by reason of any breach of warranty or otherwise, 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 in 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 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 included in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act or (ii) provide a completed Material Safety Data Sheet (OSHA Form 20 equivalent) for any chemical substances sold hereunder as required by any federal, state or local law, ordinance, rule or regulation.
9. **CHANGES.** Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment or packing, time 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 must 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, test equipment, masks, etc), or pays for such material or "equipment", title thereto shall remain 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 practical such individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "property of the City of Duluth" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property. Unless otherwise authorized in writing by Buyer, Seller shall use such material or "equipment" only in the performance of purchase orders for Buyer. Seller shall be responsible for any loss, damage, or destruction to such material or "equipment" but Seller shall not include any insurance costs therefore in 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 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 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 undelivered portion of this order by written notice. If Seller has and desires to assert any claim on account of any such termination, Seller shall submit its termination claims to 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 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 fails to make any delivery in accordance with the agreed delivery date or schedule or terms or conditions applicable to this order, Buyer shall have the right (in addition to 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 without any liability to 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 customer of Buyer for alleged infringement of patents or copyrights relating to the maintenance, sale, or use of the Goods, except for any such infringement resulting from Seller's compliance with detailed designs provided by Buyer, and 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, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall advise Buyer of any updated information relative to the foregoing literature and documentation with timely notification in writing.
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 covered by this order. Seller shall maintain 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 damages, personal injury, or death to employees of the Seller, the Buyer or his Customer, or any other persons which may arise from performance of work or services covered by this order whether performed by the Seller or any Subcontractor or any one directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Buyer and shall be subject to Buyer's approval for adequacy of protection.
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, costs and 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, 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.