ADDENDUM NO. 2

The following Addendum shall be appended to and become part of the Plans and Specifications for City of Duluth Fire Station #10 Interior Remodeling.

This Addendum supersedes and supplants all previous reference to similar items.

Architecture Advantage, LLP
1411 London Road
Duluth, Minnesota  55805

Addendum Item:

General Items:

1. All patching and repair to be the responsibility of the trade performing the associated demolition work.

Changes to the Specifications

1. BID PROPOSAL FORM
   
   A. See attached revised Bid Proposal Form to replace that previously issued.

2. SECTION 221100 PLUMBING
   
   A. Revise part D.1 Underground and aboveground sanitary sewers, and all storm sewers shall be “No Hub” pipe and pitting or PVC.

Changes to the Drawings

3. SHEET A1.1 SECOND LEVEL FLOOR PLAN / INTERIOR ELEVATIONS
   
   A. Clarification: Shower surround is tile on all sides as shown 7/A1.1.

4. SHEET ME-1 MECHANICAL ELECTRICAL PLAN
   
   A. Add mechanical note #3: Remove and replace existing water heater with new. Water heater located in mechanical room in basement. Location not shown on this plan.
   B. Mechanical Electrical work to be part of bid package “A”.

Product Approvals

<table>
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<tr>
<th>Section</th>
<th>Item</th>
<th>Manufacturer/Product</th>
</tr>
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<tr>
<td>064023</td>
<td>Solid-Surfacng Material</td>
<td>Richlile FCS Solid Surface Countertop</td>
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<tr>
<td>064023</td>
<td>Cabinet Frames</td>
<td>Environ Biocomposites Microstrand Wheat particleboard</td>
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REQUEST FOR BID
Date:
Project #: OT-0807-B
Bid #08-0552

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

Fire Station #10 Interior Remodeling
1102 Commonwealth Avenue – Duluth, MN

BID OPENING AT: 2:00 PM ON THURSDAY, OCTOBER 23, 2008

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.

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

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.

City of Duluth Fire Station #10 Interior Remodeling
Project Number: OT-0807-B Date: September 22, 2008

REQUEST FOR BID FORM Page 1 of 6
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 office of Architecture Advantage, LLP 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 #11 Roof Replacement and Interior Repair, specification by Architecture Advantage, LLP.

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<td>(In words - See Additional Page(s) as required)</td>
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<td>BASE BID PACKAGE ‘B’: Window Replacement</td>
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<td>BASE BID PACKAGE ‘C’: Masonry Cleaning</td>
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<td>(In words - See Additional Page(s) as required)</td>
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<tr>
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<td>$___________</td>
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<td>(In words - See Additional Page(s) as required)</td>
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</tbody>
</table>

Initial: ____________
005  1  L.S.  ALTERNATE DEDUCT NO. 2:  Countertop.
Countertop in kitchen to be plastic laminate in lieu of paperstone.
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)
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, _____ Calendar Days.

Security in the sum of $ _______________________ in the form of ____________________________ is submitted herewith in accordance with the Instructions to Bidders, payable without condition to the City of Duluth which is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner if the undersigned fails to execute the contract and furnish bonds required by the contract documents.

Signed: __________________________________________________ for

_________________________________________________________________________________________________

a partnership (or)

_________________________________________________________________________________________________

a corporation incorporated under the laws of the State of

___________________________________________________.

President: _______________________________________ Vice President: __________________________________

Secretary: _______________________________________ Treasurer: ______________________________________

Address(es): _____________________________________________________________________________________

_________________________________________________, being duly sworn, deposes and says that there are no other persons comprising above company or firm than the above names, and that there are no persons or corporations interested in the foregoing proposals, either as principal or subcontractor, other than the above names; also that the proposals are made without any connection with any person or persons acting in any official capacity whatever for the City of Duluth is directly or indirectly interested therein, or any portion of the profit thereof.

_________________________________________________________________________________________________

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

_____________________________________________________________ Notary Public.

Stamp/Seal

Initial: __________
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 PHONE & (218)730-5920 FAX
1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER BY SELLER EXPRESSLY LIMITED TO THE CONDITION THAT THE GOODS BE SHIPPED IN COMPLIANCE WITH THE PURCHASE ORDER TERMS AND CONDITIONS STATED IN THIS ORDER. ANY TERM OR CONDITION STATED BY THE SELLER IN ANY PRIOR PROPOSAL, ON SELLER’S ACKNOWLEDGMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL 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 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 ACKNOWLEDGMENT.

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 or these terms, Seller shall (a) offer 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, Seller agrees to pack the Goods and to separately account for each item. Buyer shall be entitled to inspect and reject any portion of the Goods at Buyer’s expense; if the Goods are not reasonably defective, Seller shall not be liable for such inspection and rejection. If Goods are to be delivered under this order in accordance with the price list or other terms incorporated herein, Seller shall notify Buyer of any increase in the costs of packing, transportation, insurance or any other increase in the price under this order, and upon receipt of Buyer’s written consent, Seller shall proceed with delivery of the Goods. Seller shall be entitled to any and all deductions allowed by custom and practice for damages or defects in or on the Goods, including freight payable to the carrier and for such other charges as are allowed in like circumstances.

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 in transit to Buyer’s location. 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. Tax, freight and similar charges shall be shown separately. Each invoice shall not contain any bulk discount or other itemization 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.

6. INSPECTION. 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 transportation both ways. Upon notice of rejection, Buyer may elect to receive and/or remove goods and to remedy defects and deduct cost of remedying same from amount due due. 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 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 permits or licenses necessary to perform this order, or (ii) have the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxics Substances Control Act or (i) provide a completed Material Safety Data Sheet 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 the date this change is ordered and the amount of such adjustment shall be determined by an independent inspection firm. Seller shall promptly notify Buyer of any change in the price of or in the time required for performance of its obligations hereunder. Seller shall not be relieved of any obligation hereunder for failure to give notice.

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, at Buyer’s cost, and upon Buyer’s request, in addition to any disposition thereof under this provision, deliver it (including scrap) to Buyer in good order and condition and in accordance with Buyer’s direction. Such material and “equipment”, and the work performed thereon 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. Buyer shall be responsible for any loss, damage, or destruction to such material or “equipment” but Buyer 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 delayed, 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 manufacture, sale, or use of the Goods or the Services, or 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 reproduce any of 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, or his Customer, or any other persons which may arise from the 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.