The following Addendum shall be appended to and become part of the Plans and Specifications for City Hall Room 303 Acoustics.

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

Architecture Advantage, LLP
1411 London Road
Duluth, Minnesota  55805

Addendum Item:

Changes to the Specification

1. INVITATION TO BID
   A. Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota in Room 100 City Hall, Duluth, Minnesota 55802, (218) 730-5340 at 2:00 p.m., local time on Thursday, March 8, 2012 for the City Hall Room 303 Acoustics; immediately thereafter, bids will be taken to Room 106A City Hall where they will be publicly opened and read aloud.

2. INSTRUCTIONS TO BIDDERS
   A. A pre-bid meeting will NOT be required prior to bid submission. A pre-construction meeting will be scheduled and held upon contract award.

3. BID PROPOSAL FORM
   A. See attached revised bid proposal form.

4. SPECIAL CONDITIONS
   A. The Architect of Record for this project is: Architecture Advantage, LLP – 1411 London Road – Duluth, MN.

   Owner Representative: Tari Rayala, Facility Project Specialist, 1532 West Michigan Street, Duluth, MN. Phone: 218.730.4430 Email: trayala@duluthmn.gov

   The term Architect refers to: Architecture Advantage, LLP – 1411 London Road – Duluth, MN. Phone: 218.724.5568 Fax: 218.724.5589

Architectural:

Changes to the Drawings

13. SHEET A1.1 FLOOR PLANS, ELEVATIONS, DETAILS
   A. New light fixtures to be provided and installed under a separate purchase order. Installation will be coordinated at the same time of associated acoustic work.
CITY OF DULUTH

REQUEST FOR BID
Date: February 17, 2012

Bid #: 12-03DS

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

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

BID OPENING AT: 2:00 PM ON THURSDAY, MARCH 8, 2012

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

PERFORMANCE and PAYMENT BONDS: Shall be required of the successful bidder. Bonds shall BOTH be in the full amount of the Contract amount.

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

Designated F.O.B. Point: ________________________________
City Architect ________________________________
Jobsite(s) ________________________________

Tax: Federal Excise Exemption
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.
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 City of Duluth City Hall Room 303 Acoustics, specification by Architecture Advantage, LLP.

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)
CITY OF DULUTH
Date: February 17, 2012

Bid #: 12-03DS

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, 30 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

__________________________________________ for

a partnership (or)

__________________________________________ for

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: _____________
CITY OF DULUTH
Date: February 17, 2012

Bid #: 12-03DS

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Addendum Receipt Acknowledgments:

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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.

Initial: ____________
1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER BY SELLER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. ANY TERM OR CONDITION CONTRARY TO THE TERMS OF THIS ORDER SHALL BE INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN 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 and Seller, Seller shall submit its best price, delivery date and/or schedule which shall be subject to Buyer's acceptance and approval. 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 lesser quantities. In the event Buyer reduces Seller's 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, with 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 records in accordance with generally accepted accounting practice to substantiate all costs, which records shall be open to examination by Buyer at all 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 costs. All Goods shall be packed, marked, and otherwise prepared in accordance with good industrial practice and in accordance with the shipping rates provided on the packing list. On charterers, Seller shall mark handling and loading instructions, shipping information, order number, item and account number, shipment date, and names and addresses of Buyer and Seller. An itemized packing list shall accompany each shipment. Over shipments 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 Seller shall not be liable for payment until the time originally scheduled herefor.

4. F.O.B. AND RISK OF LOSS. Unless otherwise specified on the face of this order, all Goods shall be shipped F.O.B. Seller's location and 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 invoices are received. Buyer reserves the right to inspect any Goods returned by Buyer. Buyer reserves the right to reject all Goods received 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 as returned by Buyer. Seller shall be solely responsible for all legal and other costs and expenses incurred in the connection with such inspection and rejection unless specifically specified.

6. INSPECTION. All material and workmanship shall be subject to inspection and test by both at plant of Seller and of Buyer, prior to delivery. Buyer may select and inspect 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 remanufacturing same from amount due from Buyer. Seller warrants that goods shall be produced under a quality control system that provides at a minimum 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 to inspect any Goods in the materials and workmanship of 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 definitions. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefit of Buyer and its customers. Without limitation of any rights by reason of 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 out of or in connection with any action by any action or claim by Buyer or any third party in any case, suit, proceeding, or lawsuit to which Buyer is party, in whole or part, as a result of any act or omission by Seller, its employees, agents or representatives, or its subcontractors, or due to any breach of this agreement or any breach of any 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 Material Safety Data Sheet (OSHA Form 20) that includes 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, 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.

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, mask, 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 (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 as the Buyer's property. Seller shall be solely responsible for all legal and other costs and expenses incurred in the connection with such inspection and rejection unless specifically specified. Unless otherwise authorized in writing by Buyer, Buyer shall use such material or "equipment" only in the performance of purchase orders for Buyer. Seller shall be responsible for all legal and other costs and expenses incurred in the connection with such inspection and rejection unless specifically specified. 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 from the City.

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 disputes.

13. TERMINATION. (a) Termination Without Cause. Buyer shall have the right, without cause, at any time during term, or any portion of the undelivered portion of this order by written notice. If Buyer has and desires to assign any claim on account of any such termination, Seller shall submit its termination claim to Buyer in writing and with evidence satisfactory to Buyer, promptly, but no later than 60 days after the effective date of the termination. If Seller fails to submit a termination claim within that time, Buyer shall have no liability to Seller on account of the termination. If Seller’s termination claim is not accepted by 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 remedy or remedy at law 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 assignee of Buyer for infringement of patents or copyrights relating to the manufacture, 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 damages and claims arising out of such alleged infringement. Buyer shall have the right, at no additional charge, to use and reproduce the Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and art 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 recommended by 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.