ADDENDUM

Project: Enger Tower Gazebo (10-12T)  
Project No. 10075.03

Owner: City of Duluth

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

Addendum: No. 01  
Date: 08/10/2011

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated July 29th 2011. 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

Project Manual Sections: Request for Bid Form (revised).

Drawings: The following drawings are revised and reissued with this addendum: None.

Sketches: The following sketches are issued with this addendum: None.

Also see M & E Addendum #1.

CHANGES TO BIDDING REQUIREMENTS

Request for Bid Form:
1. See attached revised document for changes.

CLARIFICATIONS DURING BIDDING:

1. Structural design of gazebo and associated elements will be the responsibility of Collaborative Design Group based on design intent indicated in the construction documents. Final design beyond elements shown on the drawings will be developed in consultation with selected contractor’s timber frame and masonry subcontractors. Final detailing will be verified based on contractor’s specific framing materials and methods. This includes extent of reinforcing in piers, as well as timber connections.

2. Contractors are encouraged to identify Voluntary Deduct Alternates for items that will provide cost savings without substantially changing the design intent of the gazebo. Identified Alternates must be specific. See revised Bid Form (this addendum).

END OF ADDENDUM
BID OPENING AT: 2:00 PM ON AUGUST 15th, 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.

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 specification by .

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)

002 1 L.S. Deduct Alternate #1 $___________ $__________
Value of contributed or discounted (pro bono) materials.

003 1 L.S. Deduct Alternate #2 $___________ $__________
Value of contributed or discounted (pro bono) labor.

004 1 L.S. Deduct Alternate #3 $___________ $__________
Eliminate the north and south pergola and associated work.

005 1 L.S. Deduct Alternate #4 $___________ $__________
Voluntary deduct – contractor identified savings (specify).

ELECTRICAL SUB CONTRACTOR: List the name of the proposed electrical sub-contractor and amount.
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): ____________________________________________________________________________________

_____________________________________________________________ Notary Public.

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

_____________________________________________________________ Notary Public.

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 & (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 SELLER, OTHER THAN AN ACCEPTANCE OF SELLER'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIRD PARTY BY SELLER TO THE EFFECTED 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 INCLUDED 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 SELLER OF BUYER'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS, WHETHER OR NOT DELAYED DELIVERY OR PERFORMANCE OR RETURNING SELLER'S OWN FORM OF ACKNOWLEDGEMENT.

2. PRICE. If price (either fixed price or hourly rate) in excess of a time and material order and/or delivery is not specified by Buyer on the face of this order, Seller agrees to submit its best price, which price and/or schedule which shall be subject to Buyer's approval. In the event of disputes as to the meaning of the prices and other terms for the articles sold to Buyer under this order are not less favorable than those earlier existing in the same or other similar articles in equal or less quantities. In the event Seller reduces its price for such articles during the term of this order, Buyer accepts to reduce the prices hereinafter 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 rates. If performing work and manufacturing work are involved, separate hourly rates shall be specified for each hereof. No overtime shall be employed in the performance of this order without Buyer's prior permission and unless separate overtime rates are paid to labor, and any overtime shall be charged to Buyer. 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 fees negotiated for this purpose shall include the cost of packing and/or storage and/or transportation costs. All Goods shall be in proper and undamaged condition without packing or transportation to the port of delivery.

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.

5. INVOICING. All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered with respect to each shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be accompanied by a bill of lading or express bill of lading. Each invoice shall be subject to adjustment for errors, shortages, rejections and other causes. Discount period, if any, shall commence on the date invoice is received or goods are received, whichever is later. Buyer reserves blanket coverage on all bonded freight and transportation, and any additional insurance will not be honored unless otherwise specified.

6. INSPECTION. All material and workmanship shall be subject to inspection and test by Buyer at 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 return defective goods and to remedy defects and deduct cost ofremedying 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 redress of defects and for the protection of Buyer. Seller warrants that it has or is able to obtain the best facilities necessary to meet the technical and regulatory requirements specified. Seller warrants that quality control records are maintained on file for a minimum of one year from date of shipment or as otherwise specified by contract. Buyer reserves the right, upon 72 hours notice, to audit all 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 details. All warranties, both expressed and implied, also constitute all of the terms and conditions, and involve inspection, acceptance and payment, and shall be to the benefit of Buyer and constitute a limitation of all rights by reason of any breach of warranty or otherwise, material or goods which are not warranted at the time of delivery or shipment, Buyer'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 products including, but not limited to the Occupational Safety and Health Act, the Truth in Negotiated Act, the Resource Conservation and Recovery Act and all applicable requirements of the Fair Labor Standards Act. Seller shall defend and indemnify Buyer for any losses, damages, or costs arising or caused in any way by any actual or alleged violation of any federal, state, or local law, condition, rule, or regulation, or failure by Seller to (1) 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 (b) provide the Material Safety Data Sheet (OSHA Form 20 equivalent) for any chemical substances sold heretofore as required by any federal, state or local law, rule, or regulation.

9. CHANGES. Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment or price 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 decreases 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, fixtures, etc., or pays for such material or equipment), title thereto shall remain in and be owned by Buyer, and Seller shall identify, maintain and preserve such materials and equipment, and shall dispossess of it (including scrap) in accordance with Buyer's direction. Such materials and equipment, and whensoever practical such individual items therein shall be plainly marked or otherwise adequately identified by Seller at "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 to be furnished. Buyer shall notify Buyer in writing of all relevant information with respect to such materials and equipment.

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 occurs, or threatens to occur, the parties shall, in good faith, attempt to settle it or effectuate a peaceful solution. If Seller shall become involved in a labor dispute, Buyer 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 dies and agrees to any claim on account of any such termination, Seller shall submit its termination claims to Buyer, in form and with evidence satisfactory to Buyer, prior to but not later than 30 days after the effective date of the termination. If Seller has not submitted such claims within 30 days after the effective date of the termination, Buyer shall have no liability to Seller on account of the termination. If Seller's termination claim is not acceptable to Buyer, Buyer cannot be held liable for the cost or time of such termination. If Buyer shall determine that it is not possible to perform its obligations under this order, Buyer shall have no liability to Seller on account of the termination. If Seller's termination claim is not acceptable to Buyer, Buyer cannot be held liable for the cost or time of such termination. If Buyer shall determine that it is not possible to perform its obligations under this order, Buyer shall have no liability to Seller on account of the termination. If Seller's termination claim is not acceptable to Buyer, Buyer cannot be held liable for the cost or time of such termination. If Buyer shall determine that it is not possible to perform its obligations under this order, Buyer shall have no liability to Seller on account of the termination.

(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 provided by law) to terminate this order (in whole or in part) 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 manner specified in the order and in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for all excess costs occasioned there by.

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 or use of the Goods. Seller shall indemnify Buyer for any such infringement resulting from Seller's compliance with Seller's designs provided by Buyer, and Seller shall indemnify Buyer and its customers for all costs and damages arising out of such alleged infringement.

15. LIABILITY INSURANCE. Seller shall hold Processor and its customer harmless from all losses, damages and claims arising from performance of work or services covered by this order. Seller shall maintain such insurance as will protect the Seller against any claims or liability from claims under Employer's Compensation Acts and from 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 or as a result of any action by Buyer 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 whatsoever nature must be immediately notified to Buyer for whom 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, damages and costs resulting from Seller's delay or failure to deliver.

17. GENERAL. This order is formed under and shall be interpreted and construed in accordance with the laws of Duluth, Minnesota. No waiver by Buyer of any of its rights or remedies hereunder shall be construed as a waiver of any other rights or remedies.

July 10, 1992
THE FOLLOWING DRAWINGS ARE ATTACHED HERETO:

11 x 17: ER-1

ADDENDUM NO. 1

ARCHITECT
COLLABORATIVE DESIGN GROUP
100 PORTLAND AVE SOUTH SUITE 100
MINNEAPOLIS, MN 55401

ENGINEERS
GAUSMAN & MOORE ASSOCIATES, INC.
501 SOUTH LAKE AVENUE, SUITE 310
DULUTH, MN 55802

PROJECT
Enger Tower Gazebo
G&M Project No. 81390

OWNER
City of Duluth

DATE
August 10, 2011

To: Prime Contract Bidders and all others to whom the Project Manual and the Project Drawings have been issued by the Architect/Engineer or Contractor.

This Addendum is a Contract Document and may apply to any or all Contracts and subcontracts. Unless otherwise specified herein or shown on the attached drawings (if any), all work required by this Addendum shall be in complete accord with the Contract Documents and subsequent Addenda thereto.

The items listed in this Addendum are not in any order in regard to the Project Drawings or the Project Manual. All contractors are cautioned to examine each and every item of this Addendum.

The bidder shall insert the Addendum number in the space indicated on the Project Proposal Form. Failure to comply may result in the bid being rejected.

ITEM  REFERENCE  CHANGE/COMMENTS

CHANGES TO ELECTRICAL DRAWINGS

1. Sheet E100  Refer to attached drawing ER-1 for revised Midwest Pedestal location and associated underground feeder and branch circuit routing.
COORDINATE UNDERGROUND ELECTRIC ROUTE WITH OWNER THROUGH WOODEN/UNDER BRUSH AREA TO MINIMIZE IMPACT. PROVIDE OPEN BOTTOM, FLUSH IN GRADE PULL BOX WITH COVER (TAMPER RESISTANT HARDWARE AND "POWER" LABEL) AS REQUIRED TO MEET NEC REQUIREMENTS ASSOCIATED WITH RACEWAY TURNS AND CABLE TENSION PULL.

PROVIDE 70A RATED UNMETERED WP RECREATION VEHICLE PARK PEDESTAL AS MANUFACTURED BY MIDWEST ELECTRIC FOR MOUNTING ON CONCRETE BASE WITH FOLLOWING FEATURES: 6PT PAD MOUNT POST WITH POST LINE CONNECTORS TO FACILITATE EXISTING #3 LOOP FEED EXTENSION AS INDICATED ON PLAN; ONE (1) 50A/2P CB WITH ASSOCIATED 14-50R; ONE (1) 20A/1P CB WITH ASSOCIATED 5-20R/GFI; TWO (2) 20A/1P CB FOR EXTENSION TO GAZEBO RECEPACLES AND LIGHTING (CIRCUITS #2 & #3).

PROVIDE SINGLE CHANNEL WP TIME CLOCK (TORX #7202ZL-45), ROUTE GAZEBO LIGHTING VIA TIME CLOCK CONTACTS, SET OFF TIME AS DIRECTED BY OWNER. MOUNT ON BACKSIDE OF MIDWEST PEDESTAL.

EXTEND UNDERGROUND (3'/0'-G-1'TC) TO SE CORNER BASE REFER TO 1/E001 FOR ADDITIONAL INFORMATION.

BEAM MOUNTED LIGHT FIXTURE TYPICAL OF EIGHT REFER TO 1/E001.

RECESSED ACCESS BOX PROVIDED BY GC IN BASE OF PIER. TYPICAL OF TWO LOCATIONS (SE & NW) REFER TO 1/E001.

SCALE: 0' 10' 16'

ADDENDUM #1