ADDENDUM

Project: Enger Tower Gazebo  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. 03  Date: 08/17/2011

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated July 29th 2011 and previously issued Addenda dated August 10th 2011 and August 15th 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.

CHANGES TO BIDDING REQUIREMENTS

COVER:

INVITATION TO BID (ARCH):
1. Change first paragraph part “…. at 2:00 p.m., local time on August 15th, 2011, for the …” to “…. at 2:00 p.m., local time on August 31st, 2011, for the …”.

INSTRUCTIONS TO BIDDERS:
1. Change second paragraph fourth sentence from “Any inquiry received before 11:00am Thursday August 11th, 2011 will be given consideration.” To “Any inquiry received before 11:00am Thursday August 25th, 2011 will be given consideration.”

REQUEST FOR BID FORM:
1. See attached revised document for changes.

END OF ADDENDUM
REQUEST FOR BID

Date: July 29th, 2011
Project #: 10-12T
Bid #: 11-13DS Enger Tower Gazebo

BID OPENING AT: 2:00 PM ON AUGUST 31st, 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

F.O.B. POINT: ________________________________
PAYMENT TERMS: ______________________________
DELIVERY DATE: ________________________________

The City of Duluth is an Equal Opportunity Employer.
Project Name: Enger Tower Gazebo, Duluth, MN.

The undersigned, having familiarized himself/themselves/itself with the existing conditions on the project affecting the cost of the work, and with the Contract Documents which include the Invitation to Bid, the Contract Agreement Form, the Non-Collusion Affidavit, any/all Addenda, General Conditions (parts I & II), the Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), EEO Affirmative Action Policy Statement & Compliance Certificate, and Form of Surety Bond or Bond as prepared by the City of Duluth and on file in the office of the City Architect and City Purchasing Agent, and hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment & services, including utilities and transportation services required to complete the 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): _____________________________________________________________________________________

_____________________________________________________, 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 & (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, OR ANY PRIOR OR PREVIOUS SELLER'S ACKNOWLEDGMENT FORM, OR IN ANY OTHERWISE ACKNOWLEDGING OR ACCEPTING THIRD PARTY BY SELLER TO THE EFFECT OF ANY MATER.

2. PRICE. If price (either fixed price or hourly rate) in invoice of a material or equipment order and/or delivery is not specified by Buyer on the face of this order, Seller shall submit its best price, without warranty and/or schedule which shall be subject to Buyer's approval. Buyer shall determine the price. The prices and other terms for the articles sold to Buyer under this order are not less favorable than those existing with the same or similar articles in equal or lesser quantities. In the event Seller reduces its price for such articles during the term of this order, Seller agrees to reduce the prices hereunder accordingly. If this order is on a time and material basis, the following shall apply: (a) 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 the manufacturing work and manufacturing work is 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 consent and unless separate overtime hourly rates for each employee and/or any increments thereof. 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 procedure to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.

3. PACKAGING AND SHIPMENT. If Goods are to be delivered under this order, the cost and fees for handling and packaging, including shrink wrap, rigging and crating, will be the responsibility of Seller. The cartons shall be suitably marked and numbered to enable identification of the order. The cartons shall bear the letters and number, account number, shipment date, and names and address of Buyer and Seller. An inventory packing list shall accompany each shipment. Overcharges shall be returned to Seller at Seller's risk and expense. Undercharges as well as any nonconformance of the Goods to the contract as provided herein shall be returned to Seller at Seller's risk and expense or may be retained by Buyer and Seller shall not be liable for additional charges, to use and/or reproduce the Seller's applicable literature, such as operating and maintenance instructions, technical publications, 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 in timely notification in writing.

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. If any such change occurs an increase or decrease in the price under the 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 30 days thereafter.

5. INVOICING. All invoices shall be rendered in dupli-

cate unless otherwise specified and shall be rendered with the receipt for such shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be accompanied by bill of lading or ex-

cept for material or equipment, title to Seller's property is not transferred to Buyer until Buyer has paid for such material or equipment, title thereto shall remain with the use in Buyer, and Seller shall identify, maintain and preserve such title and shall dis-

6. INSPECTION. All material and equipment shall be subject to inspection and test by Buyer at its own expense of Seller and of Buyer. Payment shall be subject to fi-

nal inspection at Buyer's plant. Buyer shall have the right to reject all goods not conforming to specifi-


7. WARRANTY. In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all material or work done hereunder by this order shall conform to drawings, specifications and other defects. All warranties, both expressed and implied, also constitute warranties of condition, and Seller agrees to inspect, acceptance and payment shall inure to the bene-

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 Resources Con-


9. CHANGES. Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipment, place of delivery, or in the time required for delivery, request additional work, or direct the omission of work covered by this order. If any such change does not cause an increase or decrease in the price under the order, or in the time required for performance, an equita-

10. BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes Seller material or "equipment" ("Equipment" is defined as special dies, molds, jigs, fixtures, tools, gages, jigs, etc., or pays for such material or equipment, title thereto shall remain with Buyer and Seller, and Buyer shall identify, maintain and preserve such title and shall dis-

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 completion, performance of the order, Seller shall promptly notify Buyer in writing of all relevant information with re-

13. TERMINATION. (a) Termination Without Cause. Buyer shall have the right, without cause, at any time to termi-

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 infringement of patents or copyrights relating to the mainte-

15. PUBLIC LIABILITY INSURANCE. Seller shall hold insurance with insurance companies acceptable to Buyer, dam-

16. DELAYS. Time is of the essence. All actual or potential delays of whatever nature must be reported to Buyer for whom and as they occur if the event can be expected to re-

17. GENERAL. This order is formed under and shall be inter-

July 10, 1992