

DATE: July 27, 2017
PROJECT: Culvert Replacement Project Specifications
Ham Lake, Minnesota
BID DATE: August 1st, 2017
TO: Planholders
RE: Addendum #1 to the Specifications

ADDENDUM NO. 1

This Addendum forms a part of the Contract Documents and modifies the specifications dated July 2017, as noted below. Addendum #1 clarifies that the contract documents do not require a bid bond. The contractor shall acknowledge receipt of this Addendum in the space provided on the Contractor's Proposal (Bid).

This Addendum consists of four (4) pages.

Updated pages are available on http://www.rfcengineering.com/HLProj/1602.055_1702.034/Index.asp

Revisions to the Specifications:

REMOVE the following first page of the **AGREEMENT**:

AGREEMENT

This Contract Agreement made and entered into this __ day of _____2017, by and between the City of Ham Lake, party of the first part, hereinafter referred to as the Owner, and _____, party of the second part, hereinafter referred to as the Contractor.

WHEREAS, the Owner has heretofore asked for Proposals for the furnishing of materials, labor and equipment and the use of the Contractor's equipment and plant, and all else necessary to complete and to put the entire system in complete working condition, for the County Ditch Culvert Replacement Project, and appurtenances and incidentals thereto, as shown on the Plans and as set forth in the Specifications now on file with the Owner, and that,

WHEREAS, the Contractor has submitted a Proposal in response thereto, which has been accepted by the Owner, in which the Contractor agrees to and shall furnish all necessary materials, labor, use of tools, equipment and plant and everything necessary to perform the work designated and set forth in the Contract, including all Contractor's superintendence, and to furnish everything necessary for the completion of the project and to put the entire system into complete working condition.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the Contractor agrees with the Owner to furnish all necessary materials, labor, plant, machinery and appliances, and at his own risk and expense, construct and complete the said work within the time specified herein, TIME BEING OF THE ESSENCE OF THIS CONTRACT, in accordance with the said Proposal and related Contract Documents, for the total cost of _____ (\$ _____) as set forth in the Contractor's Proposal, dated _____, 2017.

THIS AGREEMENT FURTHER WITNESSETH, that the Contractor shall commence work under this contract on a date acceptable to both parties and he shall complete all of the work under this Contract as follows: All work shall be completed by November 3, 2017.

THIS AGREEMENT FURTHER WITNESSETH, that the Contract Documents consist of the following component parts, all of which are as full a part of this Contract as though herein stated verbatim, or if not attached, as if hereto attached:

1. Notice to Contractors
2. Proposal
3. Bid Bond
4. Agreement
5. Instructions and Information for Bidders
6. Construction Specifications
7. Drawings
8. Performance/Payment Bond
9. Notice of Award
10. Change Order

Non-Discrimination Clause

The provisions of Minnesota Statutes Chapter 181.59 relating to discrimination in employment, and the civil and criminal sanctions for violation, are adopted hereby for reference as if fully set forth herein. The Contractor agrees to be bound by the non-discrimination provisions and to be subject to the criminal and civil sanctions of Minnesota Statutes Chapter 181.59 for violation of this clause.

ADD the following first page of the **AGREEMENT**:

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