

CHANGE ORDER TO CONSTRUCTION AGREEMENT

This amended Contract Agreement made and entered into this ____ day of _____, 2024, by and between the City of Ham Lake, party of the first part, hereinafter referred to as the Owner, and GMH Asphalt Corporation, party of the second part, hereinafter referred to as the Contractor. The purpose is to amend the quantities of the Contract to include six (6) additional portions for the 2024 Overlay project including portions of McKay Drive, Idlewood Addition, Idlewood 3rd Addition, 175th Lane West of Swedish Drive, Westlund's Creekside and Wisen's 11th Addition and to amend Special Provisions 15 of the Specifications to increase the Performance Bond and Payment Bond guarantee for the additional portion of the construction project. The additional items which include nine hundred forty-one (941) square yards 6-foot wide edge mill bituminous surface, thirty six thousand two hundred seventy-one (36,271) square yards milling bituminous surface, one thousand four hundred seventy-nine (1,479) cubic yards haul bituminous pavement reclamation, four thousand three hundred eighty-nine (4,389) tons bituminous SPWEA240C wearing course mixture and thirty six thousand two hundred seventy-one (36,271) square yards bituminous tack coat, herein referred to as the add-on portions of the construction project together with any damage to the project due to the add on portion of the project. In addition, a required increase in the amount of the bonds from nine hundred fifty-five thousand five hundred forty-two dollars and 76 cents (\$955,542.76) to one million four hundred thirteen thousand one hundred fifty-two dollars and 93 cents (\$1,413,152.93), an increase to the contract of four hundred fifty-seven thousand six hundred ten dollars and 17 cents (\$457,610.17).

WHEREAS, 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.

WHEREAS, the Contractor has been contacted on the 8th day of April, 2024, to complete the additional portions of the overlay project to the satisfaction of the Contract and the Owner.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that the Contractor agrees with the Owner to furnish all necessary materials, labor, plant, machinery and appliances, and at the Contractor's own risk and expense, construct and complete the said work within the amended quantities specified herein, TIME BEING OF THE ESSENCE OF THIS CONTRACT, in accordance with the amended Contract amount for the total cost of one million four hundred thirteen thousand one hundred fifty-two dollars and 93 cents (\$1,413,152.93).

THIS AGREEMENT FURTHER WITNESSETH, that the Contractor shall commence work under this Contract on a date acceptable to both parties and the Contractor shall complete all of the work under this Contract as follows: All work shall be completed between July 8, 2024 and August 30, 2024.

THIS AGREEMENT FURTHER WITNESSETH, which 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. General Conditions
7. Special Provisions
8. Construction Specifications
9. Drawings
10. Performance/Payment Bond
11. All Addenda issued prior to the time for opening Bids
12. Notice of Award
13. Additional Quantities Change Order

The provisions of Minnesota Statutes 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. Contractor agrees to be bound by

the non-discrimination provisions and to be subject to the criminal and civil sanctions of Minnesota Statutes 181.59 for violation of this clause.

THIS AGREEMENT FURTHER WITNESSETH, that the Contractor agrees to pay all persons furnishing labor and material in and about the performance of this Contract; and the Contractor will, within ten (10) days after the acceptance of the revised quantities, execute this Amended Contract and furnish an amended Performance Bond and Payment Bond to be approved by the Owner in a sum equal to one million four hundred thirteen thousand one hundred fifty-two dollars and 93 cents (\$1,413,152.93). The Performance Bond and Payment Bond shall be kept effective and in full force for one (1) year after the completion and approval of all and including additional work. The Performance Bond shall serve as a guarantee of the function and workmanship of the work and the Payment Bond shall further guarantee the prompt payment by the Contractor of all persons or firms furnishing labor, tools, materials and supplies for the work. These bonds shall make the Contractor's sureties responsible for underwriting the work against faulty workmanship or defective materials and payment to subcontractors. Final acceptance of the work shall not relieve the sureties of responsibility for a period on one (1) year after the final acceptance of the unfinished portion of the construction project. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from date of completion of all and including additional work. The Contractor warrants and guarantees for a period of one (1) year from the date of completion, that work unfinished to date, is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, or guaranteed prompt payment to by the successful bidder of all persons or firms furnishing labor, tools, materials and supplies for the work. Owner may charge the Contractor the cost thereby incurred. THE PERFORMANCE BOND AND PAYMENT BOND shall remain in full force and effect through the guarantee period. The Contractor further agrees to take all precautions to protect the public against injury and to save the Owner harmless from all damages and claims of the Contractor or the Contractor's Agents or Employees while engaged in the performance of this Contract and will indemnify the Owner against all claims, liens and claims for liens for labor performed or material furnished as aforesaid and against all loss by reason of the failure of the Contractor in any respect to fully perform all obligations of this Contract.

The Contractor and the Owner agree that all of the terms of this Contract shall be binding upon themselves, their heirs, administrator, executors, legal and personal representatives, successors and assigns.

This Contract is entered into under and pursuant to the laws of the State of Minnesota and shall in all respects be construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals this ____ day of, _____ 2024, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

CITY OF HAM LAKE

Owner

By

Mayor

By

City Administrator

PARTY OF THE SECOND PART

GMH Asphalt Corporation

Contractor

By

Title

Witness

By

Title

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared _____ to me known and known to me to be the individual(s) described in and who executed the above instrument and _he acknowledged to me that _he executed the same.

Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared _____ to me known, who being by me duly sworn, did depose and say that _he is the _____ of _____ corporation described in and which executed the above instrument; that he knows the seal of said corporation, affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public

FIRM ACKNOWLEDGMENT (For Proprietorships and Partnerships)

STATE OF MINNESOTA
COUNTY OF _____

On this ____ day of _____, 2024, before me personally appeared _____
_____ to me known and known to me to be one of
the firm

_____ described in and who executed the foregoing instrument, and _he thereupon acknowledged to me that _he executed the same as and for the act and deed of said firm.

Notary Public