



MAYOR'S OFFICE

INTRODUCTION: WHEREAS, the City of Auburn has entered into a contract with the Contractor for the construction of the 5th Street Sanitary Sewer Replacement Project, and

CHANGE ORDER NO. 1

PROJECT: 5th STREET SANITARY SEWER REPLACEMENT

OWNER: City of Auburn – Board of Public Works and Safety

CONTRACTOR: Pyramid Excavating, Inc

This Change Order constitutes full mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Change Order, the Contractor hereby agrees that the change represents an equitable adjustment to the Contract and further agrees to waive all rights to file any further claims or charges arising out of or as a result of this change, or the accumulation of changes on this contract.

The Contractor is directed to make the following changes in the Contract Documents as set forth in this Change Order and attachments (see attachment Project Cost Table):

Description of the Changes:

1. Adjustment of original Base Quote Quantities to reflect final installed measured quantities.

Results of Changes:

1. This results in a decrease of \$900.00 from Base Quote Total of \$40,650.00.
2. The contract cost resulting from this change order is \$39,750.00.
3. Contract completion date of May 23, 2025 decreased by 11 days.

Attachments:

1. Project Cost Table

Original Contract Price:	\$40,650.00	
Contract Cost Prior to this Change Order:	\$40,650.00	Current Contract Time (substantial completion): 18 days
Net Change resulting from this C.O.:	\$900.00	Net Change resulting from this C.O.: - 11 days
Contract Cost including this C.O.:	\$39,750.00	Current Contract Time including this C.O.: 7 days

CONTRACTOR

Pyramid Excavating Inc.

David E. Cornell, President
Printed Name and Title

Date: 5/20/2025

CITY OF AUBURN


David E. Clark, Jr., Mayor

Date: 6/3/25

OWNER: City of Auburn - Board of Public Works and Safety					Change Order No. 1				
Project: 5th Street (Depot St. to Indiana Ave.) Sewer Reconstruction					Final Installed Quantities Adjustment				
PROJECT COST TABLE									
ITEM#	DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL INSTALLED QTY	UNIT PRICE	ORIGINAL EXTENSION	FINAL EXTENSION (DECREASE)	FINAL EXTENSION (INCREASE)	FINAL PAY \$
1	Mobilization/Demobilization	lump sum	1	1	\$1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$750.00
2	Remove/Replace - 48" Sanitary Manhole & Connect	lump sum	1	1	\$3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$1,500.00
3	Remove/Replace - 24" Catch Basin & Connect	each	2	2	\$1,200.00	\$ 2,400.00	\$ -	\$ 2,400.00	\$720.00
4	Remove/Replace - 10" PVC SDR 35 Sanitary Sewer Pipe (est +/- 230 linear feet)	lump sum	1	1	\$30,150.00	\$ 30,150.00	\$ -	\$ 30,150.00	\$0.00
5	Reconnect Sewer Tap	each	6	3	\$500.00	\$ 3,000.00	\$ (1,500.00)	\$ 1,500.00	\$0.00
6	Abandon Sewer Tap	each	2	4	\$300.00	\$ 600.00	\$ -	\$ 1,200.00	\$0.00
					FINAL TOTAL	\$ 40,650.00	\$ (1,500.00)	\$ 39,750.00	\$2,970.00
					PROJECT QUANTITIES DECREASE FROM ORIGINAL BID ITEMS \$ (1,500.00)				
					PROJECT QUANTITIES INCREASE FROM ORIGINAL BID ITEMS \$ 600.00				
					NET CHANGE RESULTING FROM THIS CHANGE ORDER \$ (900.00)				
					CONTRACT COST PRIOR TO THIS CHANGE ORDER \$ 30,650.00				
					FINAL PROJECT COST \$ 39,750.00 ✓				

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6752 CR 427
AUBURN, IN 46706

COPY

DATE	INVOICE #
5/20/2025	#1475

City of Auburn Eng'r Department
City Hall 3rd Floor
210 S Cedar St PO Box 506
Auburn, IN 46706

5TH STREET SEWER
RECONSTRUCTION
AUBURN, IN 46706

Net 10

QTY/HRS.	DESCRIPTION	RATE	AMOUNT
	ITEM #1	1,500 00	1 500 00
	ITEM #2	3,000 00	3 000 00
	ITEM #3	2,400 00	2 400 00
	ITEM #4	30,150 00	30 150 00
	ITEM #5	3,000 00	3 000 00
	ITEM #6	600 00	600 00
	DEDUCT CHANGE ORDER #1	-900 00	900 00
		TOTAL	\$39,750 00

ALL ACCOUNTS PAST DUE AFTER 30 DAYS A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE CHARGED. ALL ATTORNEY'S FEES AND OTHER COSTS OF COLLECTING THIS INVOICE WILL BE PAID BY BUYER

MERCHANTS BONDING COMPANY.

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101513238

That Pyramid Excavating, Inc.

of Auburn, IN

as Principal, and the Merchants Bonding Company (Mutual) as Surety are
held and firmly bound unto the City of Auburn

in the penal sum of three thousand nine hundred seventy-five (\$3,975.00)

DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 21st day of May, 2025

WHEREAS, the Principal entered into a certain contract, dated the 3rd day of April,
2025 with the City of Auburn

to furnish all the material and labor necessary for the construction of 5th St Sanitary Sewer Replacement

In conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of 1 years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Auburn as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of 1 years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Pyramid Excavating, Inc.

Principal

By [Signature]

Approved _____

By _____

Merchants Bonding Company (Mutual)

By [Signature]

Sandy Roth Attorney-in-Fact

CNN 0004 (7/15)

MERCHANTS
BONDING COMPANY.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Sandy Roth

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2016 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2016 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve the surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of May, 2025.



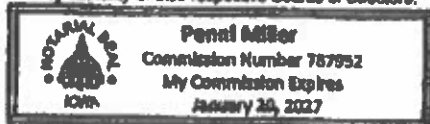
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of May, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Signature of notary's commission
does not invalidate this instrument)

[Signature]
Notary Public

I, Elizabeth Sandersfield, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of May, 2025.



Elizabeth Sandersfield
Secretary