

CHANGE ORDER NO.: 5

Owner:	City of Baxter	Owner's Project No.:	6021
Engineer:	SEH	Engineer's Project No.:	BAXTE159983
Contractor:	Northern Plains Contracting	Contractor's Project No.:	--
Project:	Water Treatment Plant Improvements Project		
Contract Name:	Water Treatment Plant Improvements Project		
Date Issued:	6/28/2022	Effective Date of Change Order:	7/19/2022

The Contract is modified as follows upon execution of this Change Order:

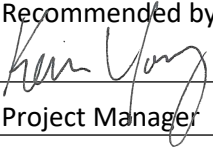
Description:

- **Warranty Bond**
 - The correction period was modified in the project specifications from the standard 1-year correction period to a 2-year correction period in the Supplementary Conditions (SC-15.08). At the time of bidding, this requirement was not realized by the Contractor and Bonding Company and so the project Performance Bond does not cover the second year of the correction period. The cost to add the second year to the correction period is \$4,102.00.

Attachments:

- Maintenance Bond Invoice
- Warranty Bond

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,598,000.00		Substantial Completion:	February 11, 2022
		Ready for final payment:	February 25, 2022
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 266,363.56		Substantial Completion:	77 days
		Ready for final payment:	98 days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,864,363.56		Substantial Completion:	April 29, 2022
		Ready for final payment:	June 3, 2022
Increase this Change Order:		Increase this Change Order:	
\$ 4,102.00		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,868,465.56		Substantial Completion:	April 29, 2022
		Ready for final payment:	June 3, 2022

Recommended by Engineer:	Accepted by Contractor
By: <u></u>	<u>Wade DeVlieger</u>
Title: <u>Project Manager</u>	<u>Project Manager -NPC</u>
Date: <u>6/28/2022</u>	<u>6/28/2022</u>
Recommended by Utilities Commission	Accepted by City Council (Authorized Signature)
By: _____	_____
Title: _____	_____
Date: _____	_____
Accepted by Owner (Authorized Signature)	
By: _____	
Title: _____	
Date: _____	



MARSH & McLENNAN AGENCY

Marsh & McLennan Agency LLC

Telephone:
 Fargo Office - 701-237-3311
 Sioux Falls Office - 605-339-3874

PLEASE PAY FROM THIS INVOICE. PAYMENT
 IS DUE ON RECEIPT.

PLEASE REMIT PAYMENT, INCLUDING YOUR INVOICE
 NUMBER, USING ONE OF THESE OPTIONS

ACH/Wire

Routing #071000039 (ACH) / 026009593 (Wire)
 Account Number: 8188193262
 Account Name: Marsh & McLennan Agency LLC

Bank:

Bank of America
 2000 Clayton Rd.
 Concord, CA 94520-2425

Credit Card/echeck

mma.marshmma.com/EPay

Check payable to: Marsh & McLennan Agency, LLC

62886 Collection Center Drive
 Chicago, IL 60693-0628

----- INVOICE -----

Northern Plains Contracting
 Mary Gilbertson
 P O Box 10
 Wolverton, MN 56594

Invoice Date 06/16/22
 Invoice No. 1907416
 Bill-To Code NORTHPLAIN17
 Client Code NORTHPLAIN17
 Inv Order No. 800*2370296

Named Insured: Northern Plains Contracting

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Marsh & McLennan Agency LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/15/21	07/15/21 to 07/15/22	Merchants National Bonding, Inc. Policy No. NMN1954 *Renewal - CL Performance Bond Maintenance Bond - Baxter, MN Water Treatment Plant Improvements, Proj. No. 6021 Invoice Number: 1907416 Amount Due:	4,102.00 4,102.00

*Premiums Due and Payable on Effective Date

MERCHANTS
BONDING COMPANY™

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

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. NMN1954

That Northern Plains Contracting, Inc.
PO Box 10 _____ of Wolverton, MN
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the City of Baxter, MN
13190 Memorywood Drive, Baxter, MN 56425
in the penal sum of
One Million Eight Hundred Sixty-four Thousand Three Hundred Sixty-three and 56/100 (1,864,363.56)
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 14th day of June, 2022.

WHEREAS, the Principal entered into a certain contract, dated the 15th day of July,
2021, with the City of Baxter, MN

to furnish all the material and labor necessary for the construction of Water Treatment Plant Improvement
Project No. 6021, Baxter, MN

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 two 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 National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Baxter, MN 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 two 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.

Northern Plains Contracting, Inc.

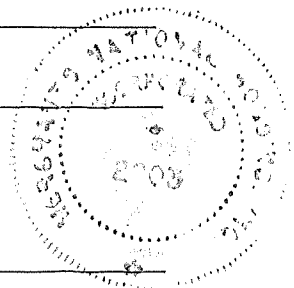
Principal

By Tim Poehls, President

Approved _____

By _____ Merchants National Bonding, Inc.

By Jill Graveline
Jill Graveline, Attorney-in-Fact



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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Beth Johnston; Braeden Nelson; Bridget Helm; Daniel Armbrust; Jill Graveline; Rebecca Hecker; Thomas Dawson

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, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

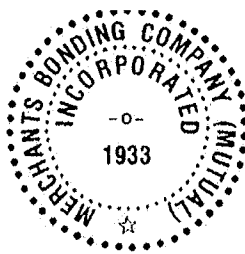
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 this 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 March, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of March, 2022, 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.



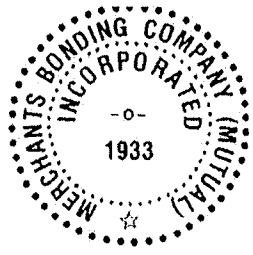
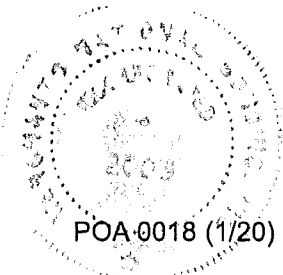
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

I, William Warner, Jr., 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 14th day of June, 2022.



William Warner Jr.
Secretary

POA-0018 (1/20)