

**CONTRACT CHANGE ORDER FORM**

**CITY OF LAKE ELMO, MINNESOTA**  
**KEATS MSA STREET AND TRUNK WATERMAIN IMP**  
**PROJECT NO. 2012.129**

**FOCUS ENGINEERING, inc.**

**CHANGE ORDER NO.** 1 **DATE:** May 3, 2013

**TO:** T.A. SCHIFSKY & SONS, INC., 2370 E HIGHWAY 36, NORTH ST. PAUL, MN 55109

This Document will become a supplement to the Contract and all provisions will apply hereto. The Contract Documents are modified as follows upon execution of this Change Order.

**CHANGE ORDER DESCRIPTION / JUSTIFICATION:**

Section 0730 Supplementary Conditions Article 5.04.C.2. Delete "eliminate the exclusion with respect to property under the care, custody, and control of Contractor." In addition, ammend the insurance limits outlined in Section 0730 Supplmentary Conditions Article 5.04.C.2(a) General Aggregate from \$1,000,000 to \$2,000,000 and (b) Products - Completed Operations Aggregate from \$1,000,000 to \$2,000,000 and (d) Each Occurence from \$2,000,000 to \$1,000,000.

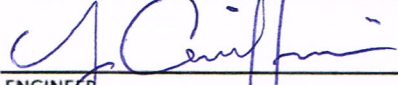
**Attachments (list documents supporting change):** Revised Contract Document - Section 0730 Page 2

ITEM	DESCRIPTION OF PAY ITEM	UNIT	QTY	UNITE PRICE	INCREASE/(DECREASE)
CO1-1	Adjusted Insurance Requirements in Contract	LS	1	\$0.00	\$0.00
<b>NET CONTRACT CHANGE</b>					<b>\$0.00</b>

Amount of Original Contract	\$ 1,606,833.47
Sum of Additions/Deductions approved to date (CO Nos. )	\$ 0.00
Contract Amount to date	\$ 1,606,833.47
Amount of this Change Order (ADD) (DEDUCT) (NO CHANGE)	\$ 0.00
Revised Contract Amount	\$ 1,606,833.47

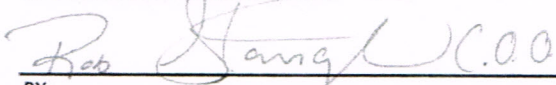
The Contract Period for Completion will be (UNCHANGED) (~~INCREASED~~) (~~DECREASED~~) 0 days

APPROVED BY ENGINEER: FOCUS Engineering, inc.

  
 ENGINEER

DATE 5-6-2013

APPROVED BY CONTRACTOR

  
 BY

DATE 5-6-2013

APPROVED BY OWNER: CITY OF LAKE ELMO, MINNESOTA

BY \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

**ARTICLE 5 - BONDS AND INSURANCE**

5.03 Certificates of insurance. Delete Paragraph 5.03B in its entirety.

5.04 Contractor’s Insurance. Add the following new paragraphs immediately after Paragraph 5.04B.

- A. The Contractor shall indemnify and hold harmless the Owner and the Engineer against liability, claims and lawsuits of any kind, arising directly or indirectly from any act of the Contractor, its agents, suppliers, employees or subcontractors in the course of the work.
- B. The Contractor shall not commence work or allow any subcontractor to commence work under this contract until all insurance required herein and such insurance has been obtained and accepted by Owner. All such insurance contracts shall be maintained throughout the life of this contract and shall be evidenced by carrier’s certificates filed with the Engineer. Said Insurance shall be for the protection of Contractor and any Subcontractors performing work covered by this Contract.
- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation Insurance and related coverages under Paragraphs 5.04.A.1. and A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g. Longshoreman’s): Statutory
- c. Employer’s Liability: \$1,000,000

2. Contractor’s General Liability Insurance under Paragraph 5.04.A.3. through A.6. of the General Conditions which shall include completed operations and product liability coverages:

- a. General Aggregate: \$2,000,000
- b. Products – Completed Operations Aggregate: \$2,000,000
- c. Personal and Advertising injury: \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable: \$2,000,000
- f. Excess Umbrella Liability:
  - 1) General Aggregate \$1,000,000
  - 2) Each Occurrence \$1,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Combined Single Limit Bodily Injury and Property Damage, All owned, non-owned, and hired vehicles. \$1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
  - 1) Each Person \$1,000,000
  - 2) Each Accident \$1,000,000
- b. Property Damage
  - 1) Each Person \$1,000,000
  - 2) Each Accident \$1,000,000