



P.O. BOX 23223 Oakland, CA 94623
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LETTER OF TRANSMITTAL
SAS Foundations E2/T1 Project

Run Date 28-Jan-08
Time 3:37 PM

Dated: 1/29/08

To: **Pedro Sanchez**
Caltrans - SAS E2/T1 Foundation Project
333 Burma Road
Oakland CA 94607
Phone: 510-286-0538 Fax:

TRANSMITTAL No: KFM-TRN-000696 Rev: 00
Co/Job # 364-4347
Contract # 04-0120E4
Sub/Supplier:
Sub/Supplier No:

Subject: Supplemental NOPC 07-011408, 08-011408, 09-011408

Special Provis. (SP) REF:
Standard Spec. (SS) REF:
RESUBMITTAL/SUPPLEMENTAL REF:

We are sending the following attached items: Attached

- Contract Plans/Specs
- Drawings/Calculations
- Change Order
- Copy of Letter
- Certs of Compl./Samples
- Schedule
- Progress Estimate Request
- Payroll Information
- Via Fax
- Working Drawings
- WQCP and/or Addenda
- Weekly Welding Reports
- CWR Procedure

Item	Date	Copies	Description	Pages
01	28-Jan-2008	1	NOPC 07-011408 Form CEM 6201B	
02	28-Jan-2008	1	NOPC 08-011408 From CEM 6201B	
03	28-Jan-2008	1	NOPC 09-011408 Form CEM 6201B	

These are transmitted as checked below:

- For Approval
- For Your Use
- For Review/Comment
- As Requested
- Return For Correction
- For Information

Remarks:

CC:

Submitted By: **George Atkinson** *gja*
(KFM Staff Member – Originator of Transmittal)

Checked & Sent By: *P. Senning*
Contract Admin/DCS Staff

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL NOTICE OF POTENTIAL CLAIM
CEM-6201B (NEW 9/2002)

FOR STATE USE ONLY	
Received By	DATE
(For resident engineer)	

TO Pedro Sanchez <small>(resident engineer)</small>	CONTRACT NUMBER 04-0120E4	DATE January 28, 2008	IDENTIFICATION NUMBER 08-011408
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This is a Supplemental Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The act of the engineer, or his/her failure to act, or the event, thing, occurrence, or other cause giving rise to the potential claim occurred on: DATE

January 14, 2008

The particular nature and circumstances of this potential claim are described in detail as follows

See attached "NOPC 08-011408 -- Supplementary Notice of Potential Claim"

(attach additional sheets as needed)

The basis of this potential claim including all relevant contract provisions are listed as follows:

See attached "NOPC 08-011408 -- Supplementary Notice of Potential Claim"

(attach additional sheets as needed)

The estimated dollar cost of the potential claim including a description of how the estimate was derived and an itemized breakdown of individual costs are attached hereto.

See attached "NOPC 08-011408 -- Supplementary Notice of Potential Claim"

(attach sheets as required)

A time impact analysis of the disputed disruption has been performed and is attached hereto. The affect on the scheduled project completion date is as follows:

See attached "NOPC 08-011408 -- Supplementary Notice of Potential Claim"

The undersigned originator (Contractor or Subcontractor as appropriate) certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 9-1.04 of the Standard Specifications and must be restated as a claim in the Contractors written statement of claims in conformance with Section 9-1.07B of the Standard Specifications.

Kiewit/FCI/Manson ASJ
SUBCONTRACTOR or CONTRACTOR
(Circle One)

(Authorized Representative)

For a subcontractor potential claim

This notice of potential claim is acknowledged, certified and forwarded by

PRIME CONTRACTOR

(Authorized Representative)

NOPC 08-011408 -- Supplementary Notice of Potential Claim

A. Nature and Circumstances of Dispute

Kiewit/FCI/Manson AJV ("KFM") has performed work in accordance with issued but un-approved Contract Change Order No. 67 ("CCO 67") This change order was not approved by the Engineer as of January 14, 2008, the date of this NOPC, and this change order is still not approved by the Engineer.

CCO 67 directs the Contractor to delete the original contract specified anchor rod de-bonding material and replace it with a petrolatum tape system. KFM provided a cost estimate and negotiated an agreed price for this work with the State. CCO 67 covering this work was presented by the State to KFM for signature. This change order was executed by KFM on December 14, 2007 and returned to the State by transmittal that day. KFM has performed the work described in the change order.

KFM requests the Engineer's approval of CCO 67 and immediate compensation for this work in accordance with the Contract Change Order as executed by KFM.

B. Contract Basis of Claim

Imminent completion of all contract work by KFM and Contract Acceptance by the Department without approval of this signed change order gives rise to this NOPC at this time.

Contract Change Order No. 67 is a change under the contract consistent with Standard Specification 4-1.03, "Changes". CCO 67 changes the work by deleting an element of the originally specified work and replacing it with a substantially changed element of work. The change order addresses additional compensation to the Contractor for the changed work.

As allowed by 4-1.03A, "Procedure and Protest", CCO 67 was presented by the Engineer to the Contractor for consideration prior to approval. KFM signified its acceptance of the terms and conditions of the proposed contract change order by executing and returning it to the State.

KFM returned the CCO on December 14, 2007 for approval by the Engineer but it has not been approved and transmitted back to KFM. As stated in Standard Specification 4-1.03, second paragraph, "A contract change order will not become effective until approved by the Engineer." Accordingly, the subject work of CCO 67 continues to not be incorporated into the contract.

Following return of the CCO's to the State, Contract Work on the project continued towards January 18, 2008 and approached completion and Contract Acceptance without this change order becoming effective and incorporated into the contract.

Amended Standard Specification 9-1.07B, "Final Payment and Claims", fifth paragraph, notes that claims made in response to the Proposed Final Estimate following Contract Acceptance will not be considered if the Contractor did not first comply with applicable notice or protest requirements of the contract including 9-1.04 "Notice of Potential Claim".

As CCO 67 was not effective as of January 14, 2008, and could not be reasonably anticipated to be approved and effective by KFM's anticipated completion date of January 18, 2008, KFM has made a

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL NOTICE OF POTENTIAL CLAIM
 CEM-6201B (NEW 9/2002)

FOR STATE USE ONLY	
Received By	DATE
(For resident engineer)	

TO Pedro Sanchez <small>(resident engineer)</small>	CONTRACT NUMBER 04-0120E4	DATE January 28, 2008	IDENTIFICATION NUMBER 07-011408
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This is a Supplemental Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The act of the engineer, or his/her failure to act, or the event, thing, occurrence, or other cause giving rise to the potential claim occurred on: DATE

January 14, 2008

The particular nature and circumstances of this potential claim are described in detail as follows
 See attached "NOPC 07-011408 -- Supplementary Notice of Potential Claim"

(attach additional sheets as needed)

The basis of this potential claim including all relevant contract provisions are listed as follows:
 See attached "NOPC 07-011408 -- Supplementary Notice of Potential Claim"

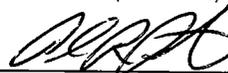
(attach additional sheets as needed)

The estimated dollar cost of the potential claim including a description of how the estimate was derived and an itemized breakdown of individual costs are attached hereto.
 See attached "NOPC 07-011408 -- Supplementary Notice of Potential Claim"

(attach sheets as required)

A time impact analysis of the disputed disruption has been performed and is attached hereto. The affect on the scheduled project completion date is as follows:
 See attached "NOPC 07-011408 -- Supplementary Notice of Potential Claim"

The undersigned originator (Contractor or Subcontractor as appropriate) certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 9-1.04 of the Standard Specifications and must be restated as a claim in the Contractors written statement of claims in conformance with Section 9-1.07B of the Standard Specifications.

Kiewit / PCI / Manson A JV
 SUBCONTRACTOR or CONTRACTOR
 (Circle One)

 (Authorized Representative)

For a subcontractor potential claim

This notice of potential claim is acknowledged, certified and forwarded by

 PRIME CONTRACTOR

 (Authorized Representative)

NOPC 07-011408 -- Supplementary Notice of Potential Claim

A. Nature and Circumstances of Dispute

Kiewit/FCI/Manson AJV (“KFM”) has performed work in accordance with issued but un-approved Contract Change Orders No. 58 and 58, Supplement 1 (“CCO 58” and “CCO 58 S1”). These change orders were executed by KFM on December 14, 2007 and returned to the State by transmittal that day. These changes were not approved by the Engineer as of January 14, 2008 and these change orders are still not approved by the Engineer.

CCO 58 originated with a Contractor submittal of Self Compacting Concrete (“SCC”) for the bottom slab placement of the Pier T1 footing. The Contractor’s request was approved by State Letter #2482 and a no-cost change order was initiated by the State to cover this work. After discussion and agreed revisions to the text, CCO 58 was presented to KFM for signature prior to approval by the Engineer. KFM executed the change order December 14, 2007 and returned it to the State.

CCO 58 S1 originated with a verbal request from the State for a cost proposal to utilize SCC in the Pier E2 bottom slabs. KFM provided cost information for the proposed change which was accepted by the State as confirmed by State Letter #3149. CCO 58 S1 was presented to KFM for signature prior to approval by the Engineer. KFM executed the change order December 14, 2007 and returned it to the State.

KFM has performed the work described in CCO 58 and CCO 58 S1.

KFM requests the Engineer’s approval of CCO 58 and CCO 58 S1 and immediate compensation for this work in accordance with the Contract Change Orders as executed by KFM.

B. Contract Basis of Claim

Imminent completion of all contract work by KFM and Contract Acceptance by the Department without approval of these signed change orders gives rise to this NOPC.

Contract Change Order Nos. 58 and 58, Supplement 1, are changes under the contract consistent with Standard Specification 4-1.03, “Changes”. CCO 58 revises the contract specifications to permit the Contractor to use Self-Compacting Concrete in specified locations and in accordance with requirements detailed in the change order. CCO 58 S1 directs use of SCC in specified locations in conformance with requirements described in CCO 58. Both change orders address additional compensation to the Contractor for the contemplated changed or additional work.

As allowed by Standard Specification 4-1.03A, “Procedure and Protest”, change orders for this work were presented by the Engineer to the Contractor for consideration prior to approval. KFM signified its acceptance of the terms and conditions of the proposed contract change orders by executing and returning them to the State.

KFM returned the CCO’s on December 14, 2007 for approval by the Engineer but they have not been approved and transmitted back to KFM. As stated in Standard Specification 4-1.03, second paragraph, “A contract change order will not become effective until approved by the Engineer.” Accordingly, the subject work of CCO’s 58 and 58 S1 continue to not be incorporated into the contract.

Following return of the CCO's to the State, Contract Work on the project continued towards January 18, 2008 and approached completion and Contract Acceptance without these change orders becoming effective and incorporated into the contract.

Amended Standard Specification 9-1.07B, "Final Payment and Claims", fifth paragraph, notes that claims made in response to the Proposed Final Estimate following Contract Acceptance will not be considered if the Contractor did not first comply with applicable notice or protest requirements of the contract including 9-1.04 "Notice of Potential Claim".

As CCO's 58 and 58, Supplement 1, were not effective as of January 14, 2008, and could not be reasonably anticipated to be approved and effective by KFM's anticipated completion date of January 18, 2008, KFM has made a Notice of Potential Claim to allow claims for this work in accordance with Amended Standard Specification 9-1.07B, "Final Payment and Claims".

C. Cost Estimate

KFM has signified its acceptance of the terms and conditions of CCO 58 and CCO 58 S1, including compensation, by their execution on December 14, 2007.

D. Time Impact Analysis

KFM has signified its acceptance of the terms and conditions of CCO 58 and CCO 58 S1, including no adjustments to contract time, by their execution on December 14, 2007.

FOR STATE USE ONLY	
Received By	DATE
(For resident engineer)	

TO Pedro Sanchez <small>(resident engineer)</small>	CONTRACT NUMBER 04-0120E4	DATE January 28, 2008	IDENTIFICATION NUMBER 09-011408
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This is a Supplemental Notice of Potential Claim for additional compensation submitted as required under the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications. The act of the engineer, or his/her failure to act, or the event, thing, occurrence, or other cause giving rise to the potential claim occurred on: DATE

January 14, 2008

The particular nature and circumstances of this potential claim are described in detail as follows

See attached "NOPC 09-011408 -- Supplementary Notice of Potential Claim"

(attach additional sheets as needed)

The basis of this potential claim including all relevant contract provisions are listed as follows:

See attached "NOPC 09-011408 -- Supplementary Notice of Potential Claim"

(attach additional sheets as needed)

The estimated dollar cost of the potential claim including a description of how the estimate was derived and an itemized breakdown of individual costs are attached hereto.

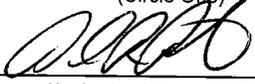
See attached "NOPC 09-011408 -- Supplementary Notice of Potential Claim"

(attach sheets as required)

A time impact analysis of the disputed disruption has been performed and is attached hereto. The affect on the scheduled project completion date is as follows:

See attached "NOPC 09-011408 -- Supplementary Notice of Potential Claim"

The undersigned originator (Contractor or Subcontractor as appropriate) certifies that the above statements and attached documents are made in full cognizance of the California False Claims Act, Government Code sections 12650-12655. The undersigned further understands and agrees that this potential claim to be further considered, unless resolved, must fully conform to the requirements in Section 9-1.04 of the Standard Specifications and must be restated as a claim in the Contractors written statement of claims in conformance with Section 9-1.07B of the Standard Specifications.

Kiewit/FCI/Manson Adv
 SUBCONTRACTOR or CONTRACTOR
 (Circle One)

 (Authorized Representative)

For a subcontractor potential claim

This notice of potential claim is acknowledged, certified and forwarded by

 PRIME CONTRACTOR

 (Authorized Representative)

NOPC 09-011408 -- Supplementary Notice of Potential Claim

A. Nature and Circumstances of Dispute

Kiewit/FCI/Manson AJV ("KFM") has performed work in accordance with issued but un-approved Contract Change Order No. 70 ("CCO 70") This change order was not approved by the Engineer as of January 14, 2008, the date of this NOPC, and this change order is still not approved by the Engineer.

CCO 70 directs the Contractor to take concrete cores, perform tests, and related work on the Pier E2 footing at the Engineer's direction. This change order was issued as extra work to be paid at force account. CCO 70 covering this work was presented by the State to KFM for signature. This change order was executed by KFM on December 14, 2007 and returned to the State by transmittal that day. KFM has performed the work directed by the Engineer.

KFM requests the Engineer's approval of CCO 70 and immediate compensation for this work in accordance with the Contract Change Order as executed by KFM.

B. Contract Basis of Claim

Imminent completion of all contract work by KFM and Contract Acceptance by the Department without approval of this signed change order gives rise to this NOPC at this time.

Contract Change Order No. 70 is a change under the contract consistent with Standard Specification 4-1.03, "Changes". CCO 70 adds work that could not have been reasonably contemplated by the Contractor. The change order addresses additional compensation to the Contractor for the changed work.

As allowed by 4-1.03A, "Procedure and Protest", the change order for this work was presented by the Engineer to the Contractor for consideration prior to approval. KFM signified its acceptance of the terms and conditions of the proposed contract change order by executing and returning it to the State.

KFM returned the CCO on December 14, 2007 for approval by the Engineer but it has not been approved and transmitted back to KFM. As stated in Standard Specification 4-1.03, second paragraph, "A contract change order will not become effective until approved by the Engineer." Accordingly, the subject work of CCO 70 continues to not be incorporated into the contract.

Following return of CCO 70 to the State, Contract Work on the project continued towards January 18, 2008 and approached completion and Contract Acceptance without this change order becoming effective and incorporated into the contract.

Amended Standard Specification 9-1.07B, "Final Payment and Claims", fifth paragraph, notes that claims made in response to the Proposed Final Estimate following Contract Acceptance will not be considered if the Contractor did not first comply with applicable notice or protest requirements of the contract including 9-1.04 "Notice of Potential Claim".

As CCO 70 was not effective as of January 14, 2008, and could not be reasonably anticipated to be approved and effective by KFM's anticipated completion date of January 18, 2008, KFM has made this Notice of Potential Claim to allow claims for this work in accordance with Amended Standard Specification 9-1.07B, "Final Payment and Claims".

C. Cost Estimate

KFM has signified its acceptance of the terms and conditions of CCO 70, including cost, by its execution on December 14, 2007. KFM does not expect the total amount payable for work directed under this change order to exceed \$15,000.00.

D. Time Impact Analysis

KFM has signified its acceptance of the terms and conditions of CCO 70 by its execution on December 14, 2007. KFM does not propose a change to the contract time of performance as a result of CCO 70.