

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 21	Suppl. No. 1	Contract No. 04 - 0120F4	Road SF-80-13.2/13.9	FED. AID LOC.:
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To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENT**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

Adjustment of Compensation at Lump Sum:

Resolves all time impacts, disruptions and delays associated with Contract Change Order No. 21 which increased the size of the cross beam stiffeners, required additional bolting, changed tower weld field splices, and added seal welds to the towers struts and installing tower intermediate stiffener plates at Skin Plate "D".

The Contractor agrees to accept the lump sum payment of \$481,265.00 as full compensation, including mark-ups, interest, escalation, overhead, loss of productivity, inefficiencies, shift differentials, labor, equipment, materials, and all costs both direct and indirect including fabricator's and suppliers' costs associated with CCO No. 21.

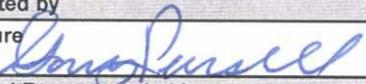
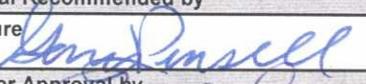
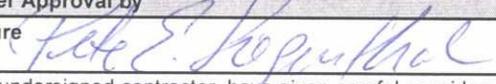
A determination of the delay in completion of the contract due to the work specified by Contract Change Order No. 21 has been made in accordance with the provisions of Section 10-1.13, "PROGRESS SCHEDULE (CRITICAL PATH METHOD)" and Section 10-1.14, "TIME-RELATED OVERHEAD" of the Special Provisions, as well as Section 8-1.07, "LIQUIDATED DAMAGES", of the Standard Specifications. This Change Order fully resolves TIA No. 3 and the Contractor's protest to CCO 21.

It is mutually agreed that CCO 21 affected the completion of the project for zero working days.

Estimated cost of Adjustment of Compensation at Lump Sum\$481,265.00

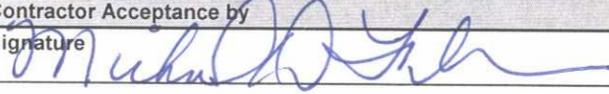
Estimated Cost: Increase Decrease **\$481,265.00**

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by		
Signature 	Resident Engineer Gary Pursell, P.E., Sup.T.E.	Date 11/13/08
Approval Recommended by		
Signature 	Supervising Bridge Engineer Richard Morrow, Sup. BE	Date 11/13/08
Engineer Approval by		
Signature 	Principal Transportation Engineer Peter Siegenthaler, Prin. BE	Date 11/13/09

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by		
Signature 	(Print name and title) Michael D. Flowers Project Director	Date 7-10-09