

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 108    Suppl. No. 0    Contract No. 04 - 0120F4    Road SF-80-13.2/13.9    FED. AID LOC.:

To: AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE

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.

This CCO is being issued to provide compensation for ZPMC ("Steel Fabricator") fabrication incentives and to address certain impacts of certain actions attributable to the Department as set out below. Compensation provided by this CCO is summarized as follows:

1. Department's participation in Contractor's SCO No. 24 as indicated herein, up to:	\$ 13,000,000
2. Direct Cost of known CCOs, NOPCs and RFCOs as indicated herein:	\$ 10,800,000
3. Compensation for indirect impacts of first four (4) months of delay:	\$ 21,200,000
	\$ 45,000,000

**Adjustment of Compensation at Force Account****Item 1 – Department Participation in SCO No. 24**

The Department will provide incentive compensation for meeting specified shipment dates for OBG and Tower shipments 1 through 8 in accordance with the attached Contractor Supply Agreement Change Order No. 24 ("SCO No. 24") with Steel Fabricator, except that the incentive-disincentive shipment dates for shipments 1 through 8, as set out in Table 1 of SCO No. 24, are revised as shown below and the Incentive Expiration Dates, as set out in Table 2 of SCO No. 24, are revised accordingly.

The Department and the Contractor will share equally in the cost of compensation paid to Steel Fabricator pursuant to SCO No. 24. Payments will include applicable taxes and duties, but will exclude markups. Compensation is defined as the incentive less any applicable disincentives as outlined in SCO No. 24 (as amended in accordance with this CCO 108). The Department will compensate the Contractor a minimum of \$750,000, plus applicable taxes and duties, as the Department's equal share of a \$1,500,000 down-payment made to Steel Fabricator pursuant to SCO No. 24. This payment will be made regardless of the actual shipping dates.

The incentive-disincentive shipment dates shown in Table 1 of SCO No. 24 are revised as follows:

<u>Shipment</u>	<u>Component</u>	<u>Current Table 1 Shipment Date</u>	<u>Revised Table 1 Shipment Date</u>
1	OBG 1 through 4	15-Apr-09	30-May-09
2	OBG 5 & 6	15-Jun-09	30-Jul-09
3	Tower L1	20-Aug-09	5-Oct-09
4	OBG 7 & 8	20-Oct-09	5-Dec-09
5	OBG 9 & 10 / Tower L2	20-Dec-09	5-Feb-10
6	OBG 11 & 12 / Tower L3	20-Feb-10	5-Apr-10
7	OBG 13 & 14 / Tower L4, 5	20-Apr-10	5-Jun-10
8	Bike path, Tower Head	20-May-10	5-Jul-10

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It is understood and agreed that the following Department CCOs and directives (to the extent of such CCOs and directives when they were last issued) resulted in no more than a total of forty-five (45) days of delay to the Steel Fabricator. Should there be additional time impacts, not related to fabrication and the Steel Fabricator, associated with these Department CCOs and directives, impacts, both additive and deductive, to Contractor and its other subcontractors, suppliers, consultants and other applicable parties, may be considered in future claims for project delays and damages.

1. CCO 21 OBG Crossbeam (OBG Lifts 1 – 11 only) and Tower Splice Revisions
2. CCO 27 Bearing Block + OBG Access Cutout at PP8
3. CCO 38S1 Crossbeam Kink (Fabrication)
4. CCO 41 Pad Eye Modifications
5. CCO 42 Electrical Modifications
6. CCO 42S1 Cable Tray Changes (OBG Lifts 1 through 11 only)
7. CCO 59 Additional OBG MEP Penetrations (OBG Lifts 1 through 11 only)
8. CCO 62 Tower Doubler Plate & Splice Corner Detail
9. CCO 68 Additional Tower Penetrations
10. CCO 104 Suspender Brackets & Revised Corner Assembly Weld
11. CCO 105 Alternative Tower Fit Lugs
12. CCO 117 Crossbeams and OBG Bolted Connections

The adjustment of compensation due for direct costs associated with the above CCOs will be determined through the respective CCOs itemized above. Additional labor, equipment, and materials provided by Contractor, Steel Fabricator and other impacted subcontractors, suppliers, consultants and other impacted parties as approved by the Engineer will be paid in accordance with the provisions of Section 4-1.03, "Changes," of the Standard Specifications and Section 5-1.24, "Force Account Payment" of the Special Provisions.

**Estimated Cost of Adjustment of Compensation at Force Account ..... \$13,000,000.00**

**Adjustment of Compensation at Lump Sum****Item 2 - Direct Cost associated with attached list of known CCOs, NOPCs and RFCOs**

This lump sum advance payment covers an estimated portion of the direct costs (meaning in this context the additional fabrication and material cost and excluding overhead and shop space costs caused by delay) of the CCOs, NOPCs and RFCOs as agreed by the parties and listed in Appendix A of this CCO. The full and final amount of such direct costs and time impacts will be included in the respective CCOs or supplemental CCO.

**Adjustment of Compensation at Lump Sum ..... \$10,800,000.00**

**Item 3 - Compensation of indirect cost associated with the initial four (4) months of the project delay**

It is recognized that certain RFIs and acts by the Department have contributed to delayed fabrication at Steel Fabricator. This Item represents an advanced payment to compensate the Contractor and Steel Fabricator for an estimated portion of the indirect cost of four (4) months of indirect impacts to fabrication and the overall project (meaning in this context the additional overhead and shop space costs caused by delay), and includes compensation associated with 120 days of Contract Bid Item 5, Time-Related Overhead. The full and final amount of such indirect costs, including reconciliation of Time-Related Overhead contract bid item payments, will be included in a supplemental CCO. These four (4) months represent the initial, front-end portion of the overall delay to the contract completion date, the remainder of which remains to be assessed and quantified by the parties, using time impact analyses.

**Adjustment of Compensation at Lump Sum ..... \$ 21,200,000.00**

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Item 4 - Compensation of project delay beyond 4 months

Responsibility for delay impacts, beyond the initial four (4) months covered in this CCO under item 3 above, have not been assessed and quantified by the parties. It is understood that the determination of a commensurate time adjustment will be made in accordance with 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. It is agreed that, prior to final resolution of cost and time impacts, the Contractor will provide supporting documentation for all indirect and direct cost claims in accordance with the Contract.

Total Estimated Cost of this Change Order ..... \$45,000,000.00

Estimated Cost: Increase  Decrease  \$45,000,000.00

By reason of this order the time of completion will be adjusted as follows: 120 days

Submitted by  
Signature *Gary Pursell* Resident Engineer Gary Pursell, Sup.T.E. Date 5/28/09

Approval Recommended by  
Signature *Gary Pursell* Supervising Bridge Engineer Richard Morrow, Sup.T.E. Date 5/28/09

Engineer Approval by  
Signature *Peter Siegenthaler* Principal Transportation Engineer Peter Siegenthaler, Prin.T.E. Date 6/9/09

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 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 *Peter VanderWag* (Print name and title) Peter VanderWag, Deputy Project Director Date 6/19/09

## CHANGE ORDER

Supply Agreement

From: American Bridge/Fluor A Joint Venture  
375 Burma Road  
Oakland, CA 94607  
Change Order #: 024  
Date: December 04, 2008  
Job #: 660110

To: Zhenhua Port Machinery Company, Ltd.  
3470 Pudong Nanlu  
Shanghai, China, 200125  
Supply Agreement #: 660110-SA-001  
Cost Code: See Table 2  
G/L Code: 5100

Project: Owner Contract 04-0120F4/04-SF-80-13.2/13.9  
San Francisco Oakland Bay Bridge / East Span Seismic Retrofit Project / Self-Anchored Suspension Bridge

Ref. Documents: See Below

You are hereby authorized to make the following change in the above referenced Supply Agreement for the above referenced Project, it being understood that all other terms and conditions of the Supply Agreement shall remain unchanged.

### DESCRIPTION OF CHANGE:

#### SHIPMENT DATES:

Article 3, Date Required, Item A is removed and replaced as follows:

- A. Supplier shall perform all work and deliver the Bid Items hereunder to the Delivery Point according to the following Dates Required for delivery:

Tower including attached struts, crossbraces and splice plates:

Tower Bases including diaphragms and shear plates by 20<sup>th</sup> of September 2009  
Tower 2<sup>nd</sup> Tier by 20<sup>th</sup> of January 2010  
Tower 3<sup>rd</sup> Tier by 20<sup>th</sup> of March 2010  
Tower 4<sup>th</sup> Tier by 20<sup>th</sup> of May 2010  
Tower saddle grillage/base plate by 20<sup>th</sup> of May 2010  
Tower heads, tower skirts, extra tower struts by 20<sup>th</sup> of June 2010 latest

Box Girders including east and west roadways, attaching splice plates and crossbeams, progressing from Pier W2 to Pier E2:

Lifts 1 to 4 by 15<sup>th</sup> of May 2009  
Lifts 5 to 6 by 15<sup>th</sup> of July 2009  
Lifts 7 to 8 by 20<sup>th</sup> of November 2009  
Lifts 9 to 10 by 20<sup>th</sup> of January 2010  
Lifts 11 to 12 by 20<sup>th</sup> of March 2010  
Lifts 13 to 14 by 20<sup>th</sup> of May 2010  
Bike Path and all other components by 20<sup>th</sup> of June 2010 latest

Add Item F to Article 3 as follows: For purposes of determining liquidated damages, if any, payable by Supplier to Contractor, Supplier shall receive a grace period, not to exceed sixty (60) days, added to the Dates, set forth in Article 3 A, other than the aforementioned sixty (60) day grace period for purposes of calculating liquidated damages only, the parties agree and ratify that Article 16, Liquidated and Actual Delay Damages, Schedule B, Additional Terms and Condition of the Supply Agreement remains in full force and effect.

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To: Zhenhua Port Machinery Company, Ltd.  
3470 Pudong Nanlu  
Shanghai, China, 200125

Supply Agreement #: 660110-SA-001  
Cost Code: See Table 2  
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Project: Owner Contract 04-0120F4/04-SF-80-13.2/13.9  
San Francisco Oakland Bay Bridge / East Span Seismic Retrofit Project / Self-Anchored Suspension Bridge

The Supplier shall accelerate the delivery of the following eight shipments:

TABLE 1: INCENTIVE-DISINCENTIVE SHIPMENT DATES

Shipment Number	1	2	3	4	5	6	7	8
Components	OBG1-4	OBG 5&6	Tower Lift 1	OBG 7&8	OBG 9&10, Tower Lift 2	OBG 11&12, Tower Lift 3	OBG 13&14, Tower Lifts 4&5	OBG Misc.
Shipment Date (Departure from Supplier's facility)	15-Apr-09	15-Jun-09	20-Aug-09	20-Oct-09	20-Dec-09	20-Feb-10	20-Apr-10	20-May-10

## INCENTIVE-DISINCENTIVE PLAN:

Based on the above schedule the first four (4) shipments will have an assigned incentive value as follows:

TABLE 2: INCENTIVE TABLE 1

Shipment Number	Maximum Incentive <sup>1)</sup>	Disincentive	Incentive Expiration Date <sup>2)</sup>	Cost Code
1: OBG 1-4	\$ 3,000,000	\$ 75,000 per day	25-May-2009	0500320
2: OBG 5&6	\$ 1,000,000	\$ 30,000 per day	18-July-2009	0500320
3: Tower Lift 1	\$ 4,000,000	\$ 75,000 per day	12-Oct-2009	0500220
4: OBG 7&8	\$ 2,000,000	\$ 60,000 per day	22-Nov-2009	0500320
4: (Alternate) OBG 7 & 8 & Tower Lift 2	\$ 6,000,000	\$100,000 per day	19-Dec-2009	0500220 & 0500320

Note 1: Maximum Incentive earned when each Shipment Date, provided in TABLE 1 above, calculated in accordance with this Change Order, is achieved.

## CLARIFICATIONS AND CONDITIONS:

- In the event Supplier achieves the Shipment Date for each Shipment Number, 1-8, set forth in TABLE 1 above, the Contractor will pay Supplier a Maximum Incentive amount of \$24 million.
- The parties acknowledge and agree, except Owner issued Contract Change Orders or any dispute between Supplier and Owner presented through Contractor, any and all direct and indirect claims originating on or before December 12, 2008, with the exception of those caused by the Owner, by Supplier against the Contractor for equitable price adjustment of Supply Agreement #660110-SA-001, are hereby fully satisfied and discharged.

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3. In the event the Supplier ships Tower Lift 2 in Shipment Number 4, instead of its scheduled Shipment Number 5 Contractor will treble the Shipment Number 4, earned incentive, calculated in accordance with this Change Order.
4. In the event Supplier ships Tower Lift 2 in Shipment Number 4, instead of its scheduled Shipment Number 5, the total Maximum Incentive amount for Shipments 1-4 shall be increased from \$10 million to \$14 million and the remaining Maximum Incentive amount achievable by Supplier for accelerating the Shipment Dates for Shipment Numbers 5-8 shall be reduced from \$14 million to \$10 million.
5. Allocation of the remaining Maximum Incentive available for Shipment Numbers 5 -8 shall be agreed by the parties.
6. The Incentive-Disincentive Shipment Dates, sequence and Tower Lift components, including attaching struts, crossbraces and splice plates, and Box Girder (OBG) components including east and west roadways, attaching splice plates and crossbeams, progressing from Pier W2 to Pier E2 shall remain as indicated in TABLE 1, unless approved in writing by Contractor
7. Supplier shall maintain at a minimum, a 30-day period between each Shipment Date unless a change is approved in writing by the Contractor.
8. The Shipment Dates provided in TABLE 1 are the departure dates from Supplier's facility for each Shipment Number. Nothing contained in this Change Order shall relieve the Supplier of the obligation for the delivery of the Shipments to the Delivery Point under Ocean Freight (Incoterms 2000 DES).
9. For each Shipment Number, the Contractor shall allow 28 days for ocean travel to the Delivery Point. For every day in excess of 28 days, the Maximum Incentive stipulated in TABLE 1 for the applicable Shipment Number will be reduced by applicable Disincentive amount.
10. For Shipment Numbers 1-8, the Maximum Incentive achievable by Supplier under this Change Order is \$ 24,000,000.00.

## PAYMENT TERMS:

- Contractor shall pay Supplier an advance payment of \$ 1,500,000.00 upon execution of this Change Order.
- The advance payment shall be repaid to Contractor by deducting the amount of the advance payment from Shipment Numbers 5-8 incentive payments, as agreed by the parties. In the event the incentive payments due Supplier for Shipment Numbers 5-8 are insufficient to repay Contractor the advance payment, the Supply Agreement Total Price shall be reduced in the amount of the value of the outstanding advance payment.
- Payment by Contractor of the earned incentive for each Shipment Number shall be paid 30 days after departure from Supplier's facility, but in no event shall the payment be due and owing earlier than the arrival of the corresponding Shipment Number at the Delivery Point.

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• Work paid on basis of Lump Sum

If work is to be done on unit price basis, quantities shown are approximate and payment will be made for actual quantities as determined under the Prime Contract.

Estimated Start Date:	See above	Price This Change (not to exceed):	\$ 24,000,000.00
Estimated Completion Date:	See above	Original Price:	\$ 194,298,697.00
Increase (Decrease) in Contract Time:	See above	Total Previous Change Orders:	\$ 10,104,723.01
		Revised Total Price:	\$ 228,403,420.01

Originated by: Peter van der Waart van Gulik

The Supplier accepts all terms and conditions for this change order and waives the right to any additional claims for extra compensation or schedule changes not listed above which pertain to work covered by this change order. It is further understood and agreed by Supplier that this adjustment constitutes full compensation for all costs and markup directly or indirectly attributable to or resulting from the change ordered, for all delays directly or indirectly related thereto or resulting therefrom, and for performance of the change within the time frame stated.

APPROVED BY AMERICAN BRIDGE/FLUOR

By Michael D. Flowers, P.E.  
Project Director

Date 1.19.09

ACCEPTED BY ZPMC

By [Signature]  
Title Vice President

Date 1.02.09

Supplier shall sign and return four (4) originals for execution by American Bridge/Fluor. American Bridge/Fluor will return one (1) final executed original to Supplier.

Appendix A to CCO-108 (5/19/2009)

<b>CCO's (Direct Cost Only , Time deferred)</b>	<b>Contractor's Estimated Cost</b>	
CCO NO. 0021 s0 - Tower Splice Alterations	\$0	
CCO NO. 0021 s1 - Time Impact for Tower Splice Alterations	\$481,265	
CCO NO. 0024 s0 - Traveler Rail Modifications	\$733,000	
CCO NO. 0025 - Seismic Joint	\$1,257,000	
CCO NO. 0025s1 - Hinge A Barrier Rail	\$100,000	
CCO NO. 0027 - Bearing Block + OBG Access Cutout	\$68,551	
CCO NO. 0028 - Handrail Modifications to West Deviation Saddle Access	\$150,000	
CCO NO. 0033 - Bike Path Brackets	\$150,000	
CCO NO. 0034S1 - ISD's at W2	\$247,919	
CCO NO. 0034S2 - ISD's at E2	\$25,000	
CCO NO. 0038S1 - Cross beam kink fabrication	\$2,500,000	
CCO NO. 0041 - Pad Eye Modifications	\$100,000	
CCO NO. 0050 - Hinge A Reaction - Shear Plates	\$76,166	
CCO NO. 0058 - Shipping Check Samples	-\$80,000	
CCO NO. 0059 - Additional OBG Penetrations	\$175,000	
CCO NO. 0065 - Tower Access	\$150,000	
CCO NO. 0066 - Caulking	\$100,000	
CCO NO. 0068 - Additional Tower Penetrations	\$158,000	
CCO NO. 0076 - Hinge K Seismic Joint	\$50,000	
CCO NO. 0084 - Weighing OBG Sections	\$10,000	
CCO NO. 0089s1 - Tack Weld Repair	\$2,200,000	
CCO NO. 0091 - Additional NDT (PAUT)	\$0	
CCO NO. 0095 - Detailing for Various Changes	\$554,113	
CCO NO. 0101 - Temp Tower Stiffeners	\$150,000	
CCO NO. 0105 - Tower Fit Lugs	-\$60,000	
CCO NO. 0026 - Wind Vortex Generator Plates	\$1,000,000	
CCO NO. 0031 - Mechanical Modifications	\$1,138,299	
CCO NO. 0042 - Electrical Modifications	\$250,000	
CCO NO. 0042s1 - Cable Tray Changes	\$250,000	
CCO NO. 0044 - Barrier Modifications	\$200,000	
CCO NO. 0056 - Suspender Loads	\$109,694	
CCO NO. 0062 - Tower Doubler Plate	\$300,000	
CCO NO. 0063 - Tower Internal Shaft	\$700,000	
CCO NO. 0064 - Tower Strut Façade & Cross Bracing	\$400,000	
CCO NO. 0078 - Forging Bearing Blocks at E2 (East End Anchorage)	\$425,613	subtotal: \$14,069,620
<b>NOPC's</b>		
NOPC # 5 - Free Hanging Cable Interference	\$3,600,000	subtotal:
NOPC # 11 - Protest of denial of RFCO#33, Additional QA Sampling	\$100,000	\$3,700,000
<b>RFCO's</b>		
RFCO #25 - Response/Comments on SEGSD4	\$50,000	
RFCO #27 - Premium Time Incurred by Candraft	\$170,000	
RFCO #31 - Tower Saddle Turned Rods	\$50,000	
RFCO #34 - OBG Platform Layouts	\$50,000	
RFCO #36 - RFI 1422, Castability of East Saddle	\$500,000	
RFCO #40 - LeJeune Bolt Price Increase	\$200,000	
RFCO #48 - West Deviation Saddle Erection Procedure	\$100,000	
RFCO #49 - Differing Site Condition Foundation A1	\$150,000	subtotal:
RFCO #51 - Cable Bands	\$850,000	\$2,120,000
		<b>total estimate:</b> <b>\$19,889,620</b>

Indicated Costs are estimated amounts, and need to be agreed by Parties