

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 123 Suppl. No. 1 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.

Adjustment of Compensation at Lump Sum:

In addition to the \$5,850,000.00 Lump Sum compensation amount provided under Contract Change Order (CCO) No. 123S0, the Department will compensate the Contractor's detailer Candraft-Tensor LLC for mobilization of additional staff, re-assigning current work to other firm(s) and committing sufficient staff through the accelerating period.

Adjustment of Compensation at Lump Sum..... \$ 750,000.00

Adjustment of Compensation at Unit Price:

In addition to the \$5,850,000.00 Lump Sum compensation amount provided under Contract Change Order (CCO) No. 123S0, and the Lump Sum compensation in this CCO, for the benefit of the project (and thus for the benefit of both the Department and the Contractor) the Department will compensate the Contractor with the following incentives to substantially complete Lifts 13E, 13W, 14W, and 14E shop drawings before each of the dates specified herein. In the best interest of minimizing delays and expediting the project schedule, Contractor will determine if and when it is appropriate to advance certain "approved" and "approved as noted" shop drawings for fabrication without further revision. For the purpose of this CCO, "substantially complete" shop drawings are defined as drawings or sheets that are either "approved" or "approved as noted" by the Department, and that the Department and the Contractor agree are in an appropriate state for release for fabrication to the Structural Steel Fabricator.

The release of "substantially complete" shop drawings for fabrication, when agreed to by the Department and Contractor pursuant to the above, shall not relieve the Department of design responsibility. The Department hereby acknowledges that the Contractor, its suppliers and subcontractors will not be held responsible for east end orthotropic box girder impacts resulting from any design changes ordered in writing by the Department and that were, for any reason whatsoever, omitted from any "substantially complete" shop drawing released for fabrication by the parties or that were ordered in writing by the Department after said release of "substantially complete" shop drawings for fabrication.

The Department will compensate the Contractor with the following incentives to finalize Lift 13E, 13W, 14W and 14E Shop Drawings on or before the dates indicated herein. The incentive mechanism in this CCO is not intended to have any impact or place any restraint on any entitlement the Contractor has to the direct cost impact of the delay to the final design development and preparation and approval of east end orthotropic box girder working drawings. Except for the payment entitlements set out below, the Contractor is not entitled to any incentive-based payment for achieving substantial completion of shop drawings within the time frames set out below.

For each **Lift 13E** shop drawing submitted prior to 5:00 pm (PST) on January 25, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer and agreed to be substantially complete. For this work, the Contractor will receive an incentive compensation of \$ 650 per shop drawing sheet, not to exceed \$ 1,000,000.00. This price constitutes full compensation, including all markups, for the incentive of shop drawings at Lift 13E.

Estimated Cost of Adjustment of Compensation at Unit Price..... \$ 1,000,000.00

For each **Lift 13W** shop drawing submitted prior to 5:00 pm (PST) on February 15, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer and agreed to be substantially complete. For this work, the Contractor will receive an incentive compensation of \$ 650 per shop drawing sheet, not to exceed \$ 1,000,000.00. This price constitutes full compensation, including all markups, for the incentive of shop drawings at Lift 13W.

Estimated Cost of Adjustment of Compensation at Unit Price..... \$ 1,000,000.00

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For each **Lift 14E** shop drawing submitted prior to 5:00 pm (PST) on March 1, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer and agreed to be substantially complete. For this work, the Contractor will receive an incentive compensation of \$ 1,250 per shop drawing sheet, not to exceed \$ 1,000,000.00. This price constitutes full compensation, including all markups, for the incentive of shop drawings at Lift 14E.

Estimated Cost of Adjustment of Compensation at Unit Price..... \$ 1,000,000.00

For each **Lift 14W** shop drawing submitted prior to 5:00 pm (PST) on March 1, 2010 that is subsequently determined to be "Approved" or "Approved as Noted" by the Engineer, and agreed to be substantially complete. For this work, the Contractor will receive an incentive compensation of \$ 1,250 per shop drawing sheet, not to exceed \$ 1,000,000.00. This price constitutes full compensation, including all markups, for the incentive of shop drawings at Lift 14W.

Estimated Cost of Adjustment of Compensation at Unit Price..... \$ 1,000,000.00

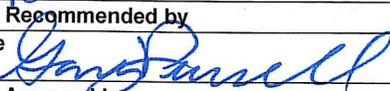
Total Estimated Cost of Adjustment of Compensation at Unit Price..... \$ 4,000,000.00

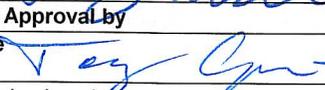
Total Estimated Cost of this Change Order \$ 4,750,000.00

Estimated Cost: Increase Decrease \$ 4,750,000.00

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

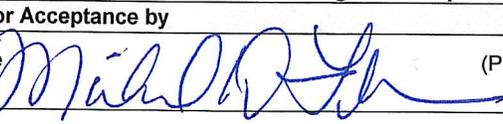
Submitted by
Signature  Resident Engineer
Darryl Schram for Gary Pursell, Sup.T.E. Date 12/3/09

Approval Recommended by
Signature  Supervising Bridge Engineer
Gary Pursell for Richard Morrow, Sup.T.E. Date 12/3/09

Engineer Approval by
Signature  Principal Transportation Engineer
Tony Anziano for Peter Siegenthaler, Prin.T.E. Date 12/9/09

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  (Print name and title) Date 12-4-09
Michael D. Flowers
Project Director