

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 216	Suppl. No.	Contract No. 04 – 0120F4	Road SF-80-13.2/13.9	FED. AID LOC.:
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The Contractor shall pay the State of California the sum of \$100,000.00 per day as a disincentive, for each and every day delayed in completing "Readiness for Seismic Safety Opening" after November 30, 2013. Neither an incentive nor disincentive shall apply if the Contractor achieves 'Readiness for Seismic Safety Opening' between October 20, 2013, and November 30, 2013. The total amount of 1) disincentives payable by the Contractor, and 2) liquidated damages payable by the Contractor for delay in completing the 'Contract Completion Date,' shall not exceed the sum of \$100,000.00 per day and the aggregate total sum of which will not exceed \$125,000,000.00."

Incentive associated with this added Extra Work..... increase up to a maximum of \$ 7,500,000.00

3) Limits of Work and Insurance Provisions

The revised "Begin Construction" limit is as specified in Appendix 4, "Limits of Work Drawing, page 1 of 2".

Section 5-1.39, "Insurance" of the Special Provisions, is revised as provided in this paragraph strictly for the performance of the work associated with the Hinge K Concrete work, in this CCO:

"Payment for Repair Work -- When the Occurrence that caused the damage was an earthquake, the State will pay the cost of repair determined as provided in Subsection E".

4) Contract Time Considerations

There will be no adjustment of Contract Time by reason of this CCO 216.

If (i) the "Area and Timelines for Contractor's Use", for constructing Hinge K Concrete, as indicated on Appendix No. 2 of this CCO 216, is not available for the Contractor's use on the dates specified, or (ii) other changes are subsequently caused or directed by the Department, a commensurate adjustment of time will be made to the "Readiness for Seismic Safety Opening" incentive dates specified herein (i.e., October 20, 2013, and August 28, 2013) and the Contract Completion Date in accordance with Section 8-1.07, "Liquidated Damages," of the Standard Specifications and the Section 10-1.13, "Progress Schedule (Critical Path Method)" of the Special Provisions. Additional compensation, as a result of the potential events (i) and (ii) above, will be provided in accordance with Section 4-1.03, "Changes," and Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and Section 10-1.14, "Time Related Overhead," of the Special Provisions and, as applicable, other Contract provisions.

5) Schedule Provisions

The Contractor shall, within 30 days of the approval of this CCO 216, submit a "Revised Baseline Schedule" consistent with the provisions of this CCO 216 and in accordance with Section 10-1.13, "Progress Schedule (Critical Path Method)" of the Special Provisions. The "Revised Baseline Schedule" shall incorporate the Contractor's plans to construct Hinge K Concrete and to achieve "Readiness for Seismic Safety Opening".

6) Progress Payment Provisions

The Contractor shall submit, for approval by the Engineer, a schedule of values detailing the cost breakdown of the agreed lump sum payment provided under this CCO 216. The schedule of values shall reflect the items, work, quantities, and costs required to perform the work provided under this CCO 216. The Contractor shall be responsible for the accuracy of the quantities and costs used in the schedule of values submitted for approval. The sum of the amounts for the items and work listed in the schedule of values shall be equal to the agreed lump payments provided under this CCO 216. When approved in writing by the Engineer, the schedule of values will be used to determine progress payments for the work provided under this CCO 216.

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Total Extra Work at Agreed Lump Sum Cost of this CCO.....\$21,050,000.00
Total Maximum Incentive associated with this added Extra Work.....\$ 7,500,000.00

Appendices to this CCO:

- 1: Specifications and Plan Sheets (Sheet No 4 to Sheet No 47)
- 2: Areas and Timelines for Contractor's Use (Sheet No.48 to Sheet No. 50)
- 3: Hinge K Scope Matrix (Sheet No. 51 to Sheet No. 53)
- 4: Limit of Work Drawing (Sheet No. 54 to Sheet No.55)

Estimated Cost: Increase Decrease max \$28,550,000.00

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

Submitted by		
Signature	Resident Engineer	William Casey, Sup T.E.
		Date 1-19-12

Approval Recommended by		
Signature	Principal Transportation Engineer	Jon Tapping, Prin. T.E.
		Date 1-20-12

Engineer Approval by		
Signature	Program Manager	Tony Anziano, Program Manager
		Date 2/2/12

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
	BRIAN A. PETERSEN - PROJECT DIRECTOR	26 JAN 12