

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 254 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.

Department impacts have delayed cable swing-out operations by 24 working days, from May 14, 2012 (April 2012 Schedule) to June 18, 2012 (May 2012 schedule), resulting in a day-for-day critical path impact to the Seismic Safety Opening (SSO) milestone. The Department also recognizes that the recovery effort will be affected by inefficiencies from extended work schedules. This Contract Change Order mitigates the 24 day impact to SSO.

Extra Work at Lump Sum:

Increase shift durations and weekend work, as necessary, on the following critical path items: cable swing-out, compaction of East-end main cables swing-out section, Lift 12 East & West corner assembly installation and associated welding, and Lifts 13 & 14 cradles removal. Compensation is provided for the differential between straight time and overtime or double time for labor costs expended to mitigate the 24 day delay on the critical path due to Department impacts from CCO 170, CCO 185, CCO 200S1, CCO 223, CCO 230, CCO 240, CCO 247, and State Letter No. 05.03.01-010360 "Cable Band Rotations." Compensation is also provided for temporary elevator operation and temporary generators that are necessary to support the extended shifts.

For this work, the Contractor will receive a lump sum price of \$399,450.00. This sum constitutes full and complete compensation for furnishing all labor, material, tools and incidentals including all markups by reason of this change.

This agreed lump sum also provides for full and complete settlement of all inefficiencies, delays, and other indirect impacts associated with extra work identified in the CCOs listed above and associated RFIs and Submittals updated up to June 20, 2012. Direct cost related to the Contract Change Orders listed above will be compensated under each individual Contract Change Order.

Extra Work at Lump Sum..... \$ 399,450.00

Estimated Cost: Increase Decrease \$399,450.00

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

Submitted by

Signature  Resident Engineer Darryl Schram, Senior T.E. Date 7/6/12

Approval Recommended by

Signature  Supervising Transportation Engineer William Casey, Supervising T.E. Date 7-6-12

Engineer Approval by

Signature  Supervising Transportation Engineer William Casey, Supervising T.E. Date 7-12-12

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) **BRIAN A. PETER SENIOR PROJECT DIRECTOR** Date 10 JUL 12