

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

**CCO: 323    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.

**Extra Work at Lump Sum:**

Furnish and install an air bubble curtain system to attenuate underwater energy generated by driving the temporary piles required for the installation of the Pier T1 precast concrete fender modules as specified in added Special Provisions Section 10-1.035 "Marine Pile Driving Energy Attenuator" on pages 3 through 5 of this change order. The lump sum price includes two days of pile driving equipment and labor to install air bubble curtain system, with additional days being paid at unit price.

For this work, the Contractor will receive a lump sum price of \$286,842.60. This sum constitutes full and complete compensation for furnishing all labor, material, tools and incidentals including all markups by reason of this change.

Extra Work at Lump Sum..... \$286,842.60

**Extra Work at Agreed Unit Price:**

Perform pile driving using air bubble curtain system for Pier T1 fender installation beyond two (2) days.

For this work, the Contractor shall receive and accept \$45,590.24 per day of pile driving beyond two days. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

Estimate of Extra Work at Agreed Unit Price:

10 days at \$45,590.24 PER DAY = ..... \$455,902.40

The work referenced in this Contract Change Order (CCO) is not required for Seismic Safety Opening (SSO). Should effects resulting from the performance of this work, after achieving readiness for SSO and opening to public traffic, have an impact on the work performed additional warranted compensation will be provided in accordance with Standard Specifications Section 4-1.03, "Changes," under a separate CCO.

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Consideration of a time adjustment will be deferred until completion of the work specified herein. 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.

By order of this change it is understood that compensation to Contractor's subcontractor for inefficiencies, delays, and all other impacts incurred, if any, resulting from this change will be compensated for in CCO 289.

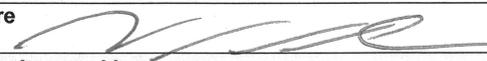
Estimated Cost: Increase  Decrease  \$742,745.00

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

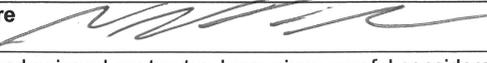
**Submitted by**

Signature  Resident Engineer Darryl Schram, Senior T.E. Date 9/20/13

**Approval Recommended by**

Signature  Supervising Transportation Engineer William Casey, Supervising T.E. Date 9-26-13

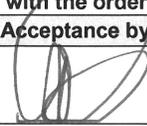
**Engineer Approval by**

Signature  Supervising Transportation Engineer William Casey, Supervising T.E. Date 10-2-13

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. PETERSEN - PROJECT DIRECTOR Date 30SEP13