STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 369 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 Force Account:

As directed by the Engineer:

- Perform fatigue testing on suspender rope samples that were furnished under Contract Change Order (CCO) 361. The tests shall run 24 hours per day and 7 days per week. For each test performed the Contractor will be paid $177,111.00.
- Provide a test procedure for Engineer approval using the testing parameters established in RFI 3144R1.

This change order resolves the costs associated with Contractor Request for Information (RFI) numbers 3144R1 and 3144R2 with respect to changes listed above. As stated in RFI 3144R2, this testing is performed for the Department's information and not for acceptance of the Type 2 suspenders.

Labor, equipment and material authorized by the Engineer, as necessary, will be paid in accordance with the provisions of Section 4-1.03D, "Extra Work" of the Standard Specifications and Section 5-1.24, "Force Account Payment" of the Special Provisions.

Estimated Cost of Extra Work at Force Account $900,000.00

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.

Estimated Cost: Increase ☒ **Decrease** ☐ **$900,000.00**

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** 4/22/14

Approval Recommended by

Signature	**Supervising Transportation Engineer** William Casey, Supervising T.E.	**Date** 4-28-14

Engineer Approval by

Signature	**Supervising Transportation Engineer** William Casey, Supervising T.E.	**Date** 4-30-14

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** 29APR14