

CONTRACT CHANGE ORDER MEMORANDUM

TO: Tony Anziano, Program Manager /			FILE: E.A. 04 - 0120F4	
FROM: Darryl Schram, Senior TE			CO-RTE-PM SF-80-13.2/13.9	
FED. NO. No				
CCO#: 382	SUPPLEMENT#: 0	Category Code: CHPT	CONTINGENCY BALANCE (incl. this change) \$14,384,960.86	
COST: \$870,000.00 INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
SUPPLEMENTAL FUNDS PROVIDED: \$0.00			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: CIC Tower Painting Completion			PROJECT DESCRIPTION: CONSTRUCT SELF-ANCHORED SUSPENSION BRIDGE	
Original Contract Time: 2490 Day(s)	Time Adj. This Change: DEF Day(s)	Previously Approved CCO Time Adjustments: 501 Day(s)	Percentage Time Adjusted: (including this change) 20 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 43

THIS CHANGE ORDER PROVIDES FOR:

This change order resolves Notice of Potential Claim (NOPC) 20 and performs the following cleaning and paint repair on the Tower due to changes in the character of work after achieving Seismic Safety Opening (SSO):

- Clean dirt, rust stains, and debris from the North face (D skin, north and west shaft) between elevations 53 and 156 m and repair paint.
- Repair paint on the façade doors, handrail, ladders, and padeyes throughout the Tower.
- Revise access and working hours for cleaning and paint repair operations on the Tower.
- Provide an external access system to perform cleaning and paint repairs on the Tower as described above.

The Contractor submitted a Notice of Potential Claim (NOPC 20) requesting additional compensation for the work required to complete the tower finish paint surfaces. Tower Punchlist ID No. 158 "Cleanup" requires the Contractor to clean up dirt, rust stains, debris and soot that have discolored and damaged the finish paint tower surfaces from the various work activities, temporary attachments, and temporary works removal activities to an acceptable condition for Contract acceptance. The damaged surfaces are the result of the Contractor failing to implement proper housekeeping measures and protection methods to protect the completed work from the various ongoing work operations. These work operations produced metal shavings, cuttings, grindings, oils, grease, and grime which stained the surfaces an orange hue. The Department reviewed NOPC 20 and in accordance with Special Provisions Section 5-1.395 "Contractors Responsibility for the Work and Materials", and Standard Specifications Section 59-1.05, "Protection Against Damage" determined NOPC 20 to have no merit.

However, Contract Change Order (CCO) 160 "East End Delay Impacts", Section 3 "Readiness for Seismic Safety Opening" established a Readiness for Seismic Safety Opening (SSO) date for opening the bridge to traffic on August 28, 2013. This section (Section 3) provides for and compensates the Contractor for the minimum amount of work required to be completed in order to achieve SSO while Section 4 "Post Readiness for Seismic Safety Opening Work" provides for the remaining work to be completed after SSO. The Contractor met the SSO requirement and traffic was placed on the SAS Structure on September 3, 2013 as planned.

In completing the remainder of the Contract work, Section 4 recognized that the Order of Work specified for in Section 3 would have an effect on the post SSO work as well as recognized the potential changes in the character of the work associated with amongst other things the changed condition of having to complete the work under live traffic conditions. While Section 4 identified this concern, the inefficiencies and additional costs associated with the completion of the work under the changed conditions were deferred to a separate change order.

Because the completion of the tower punchlist work was not a requirement for Seismic Safety Opening (SSO) as defined in CCO 160, and in accordance with the CCO 160 post-SSO provisions the Contractor is entitled to compensation for the additional costs and inefficiencies associated with having to complete this work under live traffic conditions. This CCO provides for that compensation. Included as part of the additional compensation, this CCO also provides compensation for paint repairs to tower areas (façade doors, handrail, ladders, and padeyes) used for access to perform post-SSO work as this is the only post-SSO access to the work.

In addition, this CCO provides compensation for cleaning and paint repair of tower north face between elevations 53 and 156 m. This area was required to be completed and accepted for SSO with the understanding that not all the Contract work was complete (elevator installation). As completion of the elevator installation was not a requirement for SSO, and the completion

of the tower paint in the same area was, in accordance with the CCO 160 post-SSO provisions the Department is responsible for the additional costs to clean and repair the tower paint at the completion of the elevator installation work. The elevator installation work is being performed under CCO 355 "CIC Elevator Impacts – USA Hoist." There is additional paint repair necessary on other Tower and elevator components due to CCO 355 work that will be included in a separate change order.

While, this CCO does not provide for any compensation for NOPC 20 as it has no merit, the Contractor has agreed to withdraw NOPC 20.

To address the post SSO changes in character of the work, additional costs, and inefficiencies for the remaining work multiple CCO's will be established to provide compensation to the Prime Contractor and each of the affected Subcontractor's. The following CCO's have been identified:

- CCO 342 "Traffic Lane Closures" includes the revised traffic lane and shoulder closure specifications
- CCO 349 "Traffic Control/Construction Access" will address the additional costs associated with implementing traffic control and construction measures,
- CCO 351 "Insurance" will address the Prime Contractor's additional insurance costs associated with the completion of the work under the changed condition,
- CCO 352 "Certified Coatings" will address the additional costs in completing painting the following items of remaining work: tower above elevation 13m, behind barriers, inside and on the underside of the Orthotropic Box Girder (OBG), and the bikepath.
- CCO 353 "Bleyco" will address the additional costs in completing the electrical work,
- CCO 354 "FW Spencer" will address the additional costs in completing the piping work,
- CCO 355 "USA Hoist" will address the additional costs in completing the tower elevator installation,
- CCO 356 "ABF" will address the additional costs incurred by the Prime Contractor to support all the remaining work.
- CCO 365 "Dehumidification Systems" will address the additional costs to complete the dehumidification system.
- CCO 382 "Tower Painting Completion" will address the additional costs to complete tower paint punchlist work.

This change order (CCO 382) will provide for post SSO impacts to the tower paint punchlist work due to having to perform this work under live traffic, and from the loss of elevator and scaffolding access to tower elevations. Since the temporary tower elevator has been dismantled, workers need to climb tower ladders to reach their work locations. This change order will compensate for the extended travel time to work locations, performing touch-up painting on items (façade doors, handrails, ladders, padeyes, etc.) on the tower that become damaged from the post-SSO worker access, and constructing an access system to reach locations on the tower exterior for paint repair. The cost for the external access system will be proportioned between the Department and Contractor according to responsibility for tower paint repair, with the Department being responsible for 22% of the cost. The painting operations will also work overtime and Saturdays since tower cleaning is on the current-critical path to project completion.

The total cost of this change order is \$870,000.00 lump sum, which can be financed from the contingency fund. A detailed cost estimate is on file.

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.

This change order has concurrence from William Casey (Supervising TE) and Rich Foley (HQ Oversight).

