

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 386	Suppl. No.	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.

This change order resolves the time related overhead costs from August 25, 2014 to December 31, 2014.

**Extra Work at Lump Sum**

In accordance with Section 8-1.07, "Liquidated Damages", of the Standard Specifications, this change order provides an additional contract time extension of 129 days, extending the 'Contract Completion Date' to December 31, 2014. The "Contract Completion Date," extended under this change order to December 31, 2014, is the date upon which the entire contract (i.e., all remaining work after "Readiness for Seismic Safety Opening," as provided under CCO 160 is achieved) has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved. The 129 day time extension will be applied in accordance with Section 10-1.14 "Time Related Overhead," of the Special Provisions.

This change order resolves all claimed request for information (RFI) delays, claimed submittal delays, delays resulting from CCOs, claimed Time Impact Analysis (TIA) delays, claimed Notices of Potential Claim (NOPC delays), and all other claimed delays as of May 15, 2014 with the exception of those CCOs for which the scope is not finalized. The compensation provided in this change order resolves all time and indirect costs associated with the time deferred change orders and change orders where authority to proceed has been provided by the Department as of May 15, 2014. This change order also resolves the time impacts associated with Traveler Rail Gap Modifications per RFI 3604R0 and R1 (now known as CCO 379) and PWS Anchor Plate (now known as CCO 376) for scope known by both parties as of May 15, 2014. Refer to Table 1 for a complete listing of the change orders where the time impacts are resolved in this change order.

Table 1		
CCO No.	Sup.	Description
<b>Executed CCOs with Time Deferred</b>		
24	1	Traveler Modifications (Mechanical)
54	0	Buried Man-Made Objects
98	0	Tower Skirt Details
168	1	Modify Traveler Rails & Supports
191	1	Additional Misc. Electrical Changes
275	0	Additional USA Hoist Elevator Details
289	0	T1 Fender and Footing
294	0	Additional MEP Painting
305	0	SCADA Changes
312	0	E2 Furnish Anchor Rods
313	0	Shear Keys S1/S2 Retrofit Materials
314	3	Additional Funds Pier E2 Rod Testing
314	4	Additional Funds Pier E2 Rod Testing
319	0	Pier E2 PT Saddle Fabrication
320	0	Temporary Bearing Shimming
322	2	Additional funds Traveler Field Issues
323	0	Pier T1 Bubble Curtain System
325	0	Pier E2 Concrete Demolition
326	0	Pier E2 Concrete Coring

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 386 Suppl. No. Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

<b>Table 1</b>		
CCO		Description
No.	Sup.	
327	0	Pier E2 Falsework/Install Saddle
327	1	Additional Funds Pier E2 Install Saddle
327	2	Additional Funds Pier E2 Install Saddle
327	3	Additional Funds Pier E2 Install Saddle
328	0	Pier E2 Bar Reinforcement
329	0	Pier E2 Shear Key Concrete
329	1	Pier E2 Shear Key Concrete
330	0	Pier E2 Post Tensioning
331	0	Pier E2 Plans
337	0	Pier E2 Temporary Rods
338	0	Pier E2 Permanent Bearing Interim Shims
339	0	Modify Piping at PP 128
349	0	CIC Traffic Control/Construction Access
352	0	CIC - Painting Impacts - Certified Coatings
355	0	CIC - Elevator Impacts - USA Hoist
358	0	ESW Planar Indication Repair
361	0	Type 2 Suspender Rope Testing
363	0	Pier E2 Bolt Caps
366	0	ESW Test Sample
369	0	Type 2 Suspender Rope Testing (with the assumption that the Engineer will not direct any tests whose performance extends past Contract Completion Date)
<b>Pending CCOs where Authority To Proceed (ATP) has been provided by the Department or Scope was known as of May 15, 2014</b>		
148	0	Bearing Block Bolts
174	1	Additional Misc. Elevator Details
191	2	Additional Misc. Electrical Changes
270	0	Elec. Mounts @ Belvederes/ Tower Base
288	0	OBG Catwalk Support
302	0	Additional Painting (Field Work)
303	0	Bikepath Details (Field)
308	0	Bikepath Surface Modifications
340	0	Crossbeam & Elev. 53 Security
341	0	Adjust Call Box Railing
341	1	Adjust Call Box Railing
347	0	Cut Elevating Platform Handrails
347	1	Removable Traveler Handrails
350	0	Paint Repair Tower Skirt
351	0	CIC - Insurance
353	0	CIC Electrical Impacts - Bleyco
354	0	CIC - Mechanical Impacts - F W Spencer

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 386 Suppl. No. Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

Table 1		
CCO		Description
No.	Sup.	
356	0	CIC - ABFJV Field Work
359	0	Temp. OBG Motion Instrumentation
364	0	W2 Base Details
365	0	CIC Dehumidification Systems
367	0	Pipe Interference with Cable Railing
372	0	Balance Dehumidification Systems
374	0	Barrier Caulking
376	0	PWS Anchor Plate
378	0	SAS Security Enhancements
379	0	Traveler Rail Gap Modifications

This change order also resolves all issues associated with the following unilaterally processed change orders; CCO 29- Additional Detailing, CCO 36 S0- Tower Base Plate and RFI Clean up, and CCO 38 S0 Crossbeam Kink Detailing.

For this work, the contractor shall receive a lump sum price of \$3,000,000.00. This sum constitutes full and complete compensation for furnishing all labor, materials, equipment, tools, and incidentals including all markups by reason of this change. All Special Provisions requirements per Section 10-1.14 "Time Related Overhead" shall apply.

Extra Work at Lump Sum..... \$3,000,000.00

A determination of the delay in completion of the contract due to the work specified by contract change order No. 386 has been made in accordance with the provisions of Section 8-1.07, "Liquidated Damages," of the Standard Specifications. The contractor shall be granted 129 working days for the following dates August 25, 2014 through December 31, 2014.

The following liquidated damage provisions as stipulated in item 3 of CCO160 will remain: "The Contractor shall pay the State of California the sum of \$25,000.00 per day as liquidated damages for each and every day's delay in completing the 'Contract Completion Date.' "

The Contractor reserves its rights to further extensions of time and cost impacts due to changes implemented after May 15, 2014 that affect the "Contract Completion Date."

Estimated Cost: Increase  Decrease  \$3,000,000.00

By reason of this order the time of completion will be adjusted as follows: 129 days

Submitted by

Signature [Signature] Resident Engineer William Casey, Supervising T.E. Date 7-7-14

Approval Recommended by

Signature [Signature] Program Manager Tony Anziano, Program Manager Date 7/7/14

Engineer Approval by

Signature [Signature] Program Manager Tony Anziano, Program Manager Date 7/24/14

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 [Signature] (Print name and title) BRIAN A. PETERSEN - PROJECT DIRECTOR Date 10JUL14