

**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 09/01/2010

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DC-CEM-4903 (OLD HC-39 REV. 6/03) CTF# 7541-3544-0

TO Tony Anziano, Deputy Director Toll Bridge			FILE 04-0120F4	
FROM Peter Siegenthaler, Principal TE/Resident Engineer			04-SF-80-13.2/13.9	
CCO NO. 160	SUPPLEMENT NO. 0	CATEGORY CODE BZZZ	CONTINGENCY BALANCE (including this change) <b>\$228,502,769.01</b>	
<b>\$184,000,000.00</b>			HEADQUARTERS APPROVAL REQUIRED?	
INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
SUPPLEMENTAL FUNDS PROVIDED \$			IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS?	
			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
CCO DESCRIPTION: East End Delay Impacts			PROJECT DESCRIPTION CONSTRUCT SELF-ANCHORED SUSPENSION BRIDGE	
Original Contract Time 2490 Day(s)	Time Adj.: This Change 304 Day(s)	Previously Approved CCO Time Adjustments 227 Day(s)	Percentage Time Adjusted: (including this change) 21 %	Total # of Unreconciled Deferred Time CCO(s): (including this change) 6

**THIS CHANGE ORDER PROVIDES FOR:**

The resolution of costs and time incurred by the Contractor for issues related to the development of shop drawings and the impacts to fabrication of the East End Orthotropic Bridge Elements including acceleration of construction operations to mitigate this delay. In addition, this change redefines bridge opening and attaches incentives and disincentives for attaining particular milestones. This change resolves the time, indirect and in some cases the direct costs of change orders, Requests for Change Orders (RFCO's) and Notices of Potential Claim (NOPCs) as indicated in Appendix 2.

This change order is written in accordance with the Claim Settlement Report (CSR) No. 2, dated September 2, 2010. The CSR has been read by the appropriate parties and they have agreed to sign the document. It is anticipated that the CSR will be fully executed by September 8, 2010. The CSR approves the payment of \$185,000,000.00 of which there is \$40,000,000.00 in possible incentives included in this amount.

This change order includes five (5) separate Sections. They are included in this change for the following reasons:

**Section 1) East End Delay Impacts**

The delay in approving the shop drawings not only resulted in extra work for the developers of the shop drawings but impacted the start of fabrication and the overall fabrication duration and start of construction activities on the project site as well. This change order provides compensation for the direct and indirect costs related to this change.

Payment for delay impacts will be Adjustment of Compensation at Agreed Lump Sum of \$99,856,000.00, which can be financed from the contingency fund. A detailed cost analysis is included in the Claim Settlement Report.

**Section 2) Acceleration of OBG Lifts 13 and 14**

Delays in the approval of the East End Shop drawings and the resulting change in character of the work, if unmitigated would result in an extension to project completion. In lieu of providing all this requested time the Department will provide compensation to the contractor to accelerate construction operations – both at the fabrication facility and at the project site. These measures will be in addition to those already contemplated under separates changes.

Payment for acceleration of OBG Lifts 13 and 14 will be Adjustment of Compensation at Agreed Lump Sum of \$11,000,000.00, which can be financed from the contingency fund. A detailed cost analysis is included in the Claim Settlement Report.

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**Section 3) Ready for Seismic Safety Opening (RSSO)**

This change order provides new dates and definitions for bridge opening. The bridge will be considered ready for traffic when the items of work identified in Appendix 1 necessary for bridge opening are completed. This allows the bridge to be opened to traffic more quickly than provided in the contract special provisions. Lane closures will be required and compensation will be deferred as outlined below. A time extension of 304 working days will be provided and contract item #5, "Time Related Overhead," will be increased accordingly.

The Contractor will submit a CPM schedule within 30 days that shows their plan for achieving the incentive milestone dates. In addition the Department and the Contractor will be discussing ways to have the schedule be utilized as a tool to plan work in the future instead of having it be a tool that documents and assesses impacts after they have already occurred. Any changes to the contract documents that would be required as a result of these discussions will be addressed in a separate change order.

An adjustment of contract time has been made in Claim Settlement Report #2. Adjustment of contract time has been determined to be 304 working days at \$86,000.00 per day.

Contract time will be addressed by increasing contract item #5, "Time Related Overhead" at contract item prices for a net increase of \$26,144,00.00, which can be financed from the available contingency funds.

Payment for acceleration of OBG Lifts 13 and 14 will be Adjustment of Compensation at Agreed Lump Sum of \$8,000,000.00, which can be financed from the contingency fund. A detailed cost analysis is included in the Claim Settlement Report.

**Section 4) Work to be Completed After Seismic Safety Opening**

As a result of changing the amount of work required to be completed prior to bridge opening, there will need to be contract work performed after the bridge opening. This work is identified in Appendix 1. The amount of work that will actually be done after bridge opening is unknown at this time but the parties agree that work performed after opening may need to be done different from how it was originally planned. A change order will be written at a later date to address changes in the character of the work that are needed.

**Section 5) Incentive and Disincentive Provisions**

This change order provides incentives for the delivery of the East End Elements as well as incentives and disincentives for having the bridge ready for traffic. The use of incentives is consistent with the Department's Risk Management plan to provide a proactive means to mitigate identified risk and impacts to the bridge opening schedule. In addition, this change is consistent with language in Assembly Bill 144, which provides funding for the project, created the TBPOC, and authorizes the Department "to include incentives and/or disincentives ... to encourage the timely completion of contracts."

Payment and/or Deductions for incentives and disincentives will be Adjustment of Compensation at Agreed Unit Price of up to \$40,000,000.00, which can be financed from the contingency fund. A detailed cost analysis is included in the Claim Settlement Report.

Total approved amount of this change order is \$185,000,000.00. The change order can be financed through the available contingency funds of \$413,502,769.01, which includes \$293,040,266.00 in additional funds approved by the TBPOC on 9-22-2010. Although at the present time, due to the State not having an approved budget in place, the available contingency balance is only \$120,462,503.01. This is not sufficient to finance the entire approved amount of this change. Therefore, only the Adjustment of Compensation at Lump Sum items, amounting to \$118,856,000.00, will input into the accounting system. This will enable the Department to make required payments to the Contractor. It is anticipated that all the items addressed in this change will be inputted into the accounting system as soon as the additional approved funds are made available.

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DC-CEM-4903 (OLD HC-39 REV. 6/93) CT# 7541-3544-0

This change order is submitted by Peter Siegenthaler (Principal Construction Engineer and Resident Engineer). Approval of this change order is recommended by Jon Tapping (Division of Construction Coordinator), Tony Anziano (Deputy Director Toll Bridge Program), Mark Leja (Chief of Division of Construction), and Daniel A. Near (Assistant Chief Counsel Legal, Legal Division—Contracts). Richard Land (Chief Bridge Engineer) approves of this change. Design and Maintenance concurrence are not required for this change.

TBPOC approved this change order on September 2, 2010.

CONCURRED BY:		ESTIMATE OF COST	
	DATE	THIS REQUEST	TOTAL TO DATE
CONSTRUCTION ENGINEER PCE, Pete Siegenthaler	9/2/10		
SR. BRIDGE ENGINEER (Not Required)	Not Required	ITEMS	\$26,144,000.00
FHWA REPRESENTATIVE	DATE	FORCE ACCOUNT	\$0.00
		AGREED PRICE	\$0.00
		ADJUSTMENT	\$158,856,000.00
PROJECT MANAGER Proj. Manager, Ken Terpstra	9/2/10	<b>TOTAL</b>	\$185,000,000.00
OTHER (SPECIFY)	DATE	<b>FEDERAL PARTICIPATION</b>	
Program Manager, Tony Anziano	9/2/10	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE	
Project Risk Coordinator, Jonathan Tapping	9/2/10	<input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING	
Asst. Chief, Legal, Daniel Near	9/2/10		
Chief Engineer, Richard Land	9/2/10		
HQ Liaison, Rich Foley	9/2/10		
PCE, Peter Siegenthaler, Prin TE	DATE	FEDERAL SEGREGATION (IF MORE THAN ONE FUNDING SOURCE OR P.I.P. TYPE)	
DISTRICT PRIOR APPROVAL BY Chief, Div of Construction, Mark Leja	9/2/10	<input type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS	
HQ (ISSUE & APPROVE) (DO PROCEED) BY	DATE	FEDERAL FUNDING SOURCE	PERCENT
HQ Const, Leif S. Salhaney			
RESIDENT ENGINEER SIGNATURE <i>Pete Siegenthaler</i>	9/29/10		



California Department of Transportation  
CONSTRUCTION DIVISION

**TO: District 4 CCO Desk**

Date: 9/2/2010

Contract No.: 4 - 0120F4

Road: SF-80-13.2/13.9

FED. No.: NONE

To: SARTIPI - 04

Attention: 04 - BORNMAN

HQ Direction:

TO ISSUE AND APPROVE

CCO No. 160

Sup. No. 0

Rev. No. 0

Per Your Submittal Dated: 9/2/2010

CCO Category Code: B - Z - Z - Z

THE RESOLUTION OF COSTS AND TIME INCURRED BY THE CONTRACTOR FOR ISSUES RELATED TO THE DEVELOPMENT OF SHOP DRAWINGS AND THE IMPACTS TO FABRICATION OF THE EAST END ORTHOTROPIC BRIDGE ELEMENTS INCLUDING ACCELERATION OF CONSTRUCTION OPERATIONS TO MITIGATE THIS DELAY. IN ADDITION, THIS CHANGE REDEFINES BRIDGE OPENING AND ATTACHES INCENTIVES AND DISINCENTIVES FOR ATTAINING PARTICULAR MILESTONES. THIS CHANGE RESOLVES THE TIME, INDIRECT AND IN SOME CASES THE DIRECT COSTS OF CHANGE ORDERS, REQUESTS FOR CHANGE ORDERS (RFCOs) AND NOTICES OF POTENTIAL CLAIM (NOPCs) AS INDICATED IN APPENDIX 2.

APPENDIX 1 AND APPENDIX 2. ARE ATTACHED AND ARE PARTS OF THIS CHANGE ORDER.

NOTES:

- i 1) WITHIN THE MEMO, VERIFY THE AMOUNT SHOWN IN PARAGRAPH 2. THIS AMOUNT IS NOT CONSISTENT WITH THE CHANGE ORDER AMOUNT.

THIS ISSUE & APPROVE DETERMINATION IS CONDITIONAL ON THE FOLLOWING:

- ✓ 1) VERIFYING THAT SUFFICIENT CONTINGENCY FUNDS ARE AVAILABLE AND ENTERING THE CORRECT AMOUNT IN THE MEMO.
- ✓ 2) OBTAINING APPROVAL OF THE CHANGE ORDER FROM THE TOLL BRIDGE PROGRAM OVERSIGHT COMMITTEE (TBPOC).
- 3) VERIFYING THE PROPER "APPROVAL RECOMMENDED" AND "APPROVED BY" SIGNATURES ARE ON THE CLAIM SETTLEMENT REPORT IN ACCORDANCE WITH CALTRANS CONSTRUCTION MANUAL TABLE 5-4.4 "DELEGATION OF AUTHORITY" AS REVISED BY CPB 09-15.
- 4) OBTAINING THE CONTRACTOR'S SIGNATURE ON THE CHANGE ORDER IN ACCORDANCE WITH CALTRANS CONSTRUCTION MANUAL SECTION 5-406B.

*Jon Topping  
Tony*

TOTAL COST FOR THIS CHANGE IS SHOWN AS \$185,000,000.00 WITH A TIME ADJUSTMENT OF 304 WORKING DAYS INCREASE.

Date: 9/2/2010

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Contract No.: 4 - 0120F4

Road: SF-80-13.2/13.9

FED. NO.: NONE

CCO No. 160      Sup. No.      0 Rev. No.      0      CCO Category Code: B - Z - Z - Z

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Continued:

Items: \$26,144,000.00  
Force Account: \$40,000,000.00  
Agreed Price: \$0.00  
Adj. of Comp. :118,856,000.00

Total: \$185,000,000.00

Time: 304 (WORKING DAYS INCREASE)

Scott Jarvis,  
Assistant Division Chief,  
by:



Larry Salhaney  
Division of Construction  
1120 "N" Street, MS-44, Sacramento, CA 95814  
Fax Number: (916) 654-5735  
To Confirm Transmission, Call (916) 654-5259

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 160	Suppl. No.	Contract No. 04 - 0120F4	Road SF-80-13.2/13.9	FED. AID LOC.:
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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.

**1) Resolution of East End Delay Impacts****Adjustment of Compensation at Agreed Lump Sum**

The Contractor agrees to accept the lump sum compensation of \$99,856,000.00, in addition to the adjustment of contract time and increase in Contract Item No. 5, "Time Related Overhead," provided under this contract change order (CCO), as full and complete settlement for all East End OBG Elements (i.e., Lifts 12 through 14) and Tower Element claimed costs and Time Impact Analyses. The agreed lump sum compensation provided herein, in addition to the other provisions of this CCO, comprises all time-related indirect costs and the following direct costs:

- Changes in the character of the work associated with East End OBG Elements as indicated in Appendix No. 2;
- All detailing costs associated with the development of working drawings, fabrication, and delivery of East End OBG and Tower Elements to the project site;
- Modifications to or the replacement of the OBG lifting frame;
- One additional ship
- A second additional ship, if deemed necessary by the Contractor

The adjustment of compensation provided herein resolves the time and the time-related indirect cost components for all CCOs executed as of August 26, 2010, in each case associated with the fabrication of East End OBG Elements and with "Readiness for Seismic Safety Opening" (as defined under No. 3, below), except for those CCOs indicated in Appendix No. 2 of this CCO.

**Adjustment of Compensation at Agreed Lump Sum ..... \$99,856,000.00**

**Adjustment of Contract Time**

In accordance with Section 8-1.07, "Liquidated Damages," of the Standard Specifications, this CCO provides an additional contract time extension of 304 working days, extending the "Contract Completion Date" to August 24, 2014. The "Contract Completion Date," extended under this CCO to August 24, 2014, is the date upon which the entire work (i.e., all remaining work after "Readiness for Seismic Safety Opening," as provided under this CCO) has been completed in all respects in accordance with the plans and specifications and any modifications approved prior to August 26, 2010.

This CCO 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 August 26, 2010, in each case associated with the fabrication of East End OBG Elements and with "Readiness for Seismic Safety Opening" (as defined under No. 3, below), with the exception of those CCOs for which the Department has yet to finalize the scope, as indicated in Appendix No. 2.

**Increase in Contract Item at Contract Item Price**

Pursuant to "Adjustment of Contract Time" under this CCO, the quantity of Contract Item No. 5, "Time Related Overhead," is increased by an additional 304 days.

**Increase in Contract Item No. 5, "Time Related Overhead,"  
at Contract Item Price (304 days x \$86,000/day) = ..... \$26,144,000.00**

The payment of \$26,144,000.00, in addition to the other provisions of this CCO, provides full and complete payment to compensate the Contractor and its steel fabricator for all time-related indirect cost impacts to fabrication and the overall project.

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 160 Suppl. No. Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

The parties agree that total compensation made under Provision No. 1 of the CCO 160 shall comprise the Contractor's total time-related indirect costs associated with 304 days of project delay and direct costs as indicated specifically in Provision 1 above and Appendix No. 2..

**2) Acceleration of the OBG Lifts 13 and 14****Adjustment of Compensation at Agreed Lump Sum**

The Contractor agrees to accept the agreed lump sum payment of \$11,000,000.00, along with the potential incentives earned in accordance with this CCO, as full and complete compensation for accelerated fabrication of OBG Lifts 13 and 14 at the Contractor's structural steel fabrication facility (i.e., ZPMC), as necessary to achieve a shipping date of OBG Lifts 13 and 14 on or before July 11, 2011. Accelerated fabrication measures and associated costs in the agreed-to lump sum payment comprise providing storage of OBG Lift 12 for a 9 month period, providing additional labor, subcontractor, superintendence, and management for a 24 hour a day, 7 days work week, additional labor transportation, housing, and incentives provided to secure additional labor.

All costs incurred by the Contractor associated with OBG Lifts 13 and 14 fabrication acceleration shall be considered to be included in this CCO, except for measures specifically provided under other approved CCOs, including, but not limited to, the following Department compensated schedule mitigation measures: CCO No. 127, "Constructability Models," CCO No. 131, "Welder Training," CCO No. 139, "Fabrication Delay Mitigation," CCO No. 164, "ESAB Weld Wire."

All conditions of acceleration imposed by ZPMC, as forwarded under ABFJV's Letter ABF-CAL-LTR-001450 dated August 5, 2010, shall be met by the Department, as committed to in State Letter 05.03.01-008036 dated August 13, 2010.

The Contractor's ability to achieve shipping of OBG Lifts 13 and 14 on or before July 11, 2011, is contingent upon no adverse impacts or changes to the project caused by the Department (this includes, but is not limited to, design changes and the Department's ability to perform all its required obligations, especially inspection and acceptance, fully and in a timely manner). The Contractor reserves its right to seek further extensions of time and compensation for any impacts caused by the Department with respect to the accelerative efforts, or for any events or impacts subsequent to August 26, 2010, not relating to these acceleration efforts.

The Contractor reserves its rights to further extensions of time and compensation for any unknown future Departmental impacts to "Readiness for Seismic Safety Opening," and any other impacts caused by the Department on the accelerative efforts, or for any events or impacts subsequent to August 26, 2010, not relating to these acceleration efforts.

**Adjustment of Compensation at Agreed Lump Sum ..... \$11,000,000.00**

**Incentive Provisions**

The Contractor will receive a maximum incentive payment of \$20,000,000 if OBG Lifts 13 and 14 depart the ZPMC fabrication facility on or before July 11, 2011. For each and every day that OBG Lifts 13 and 14 depart the fabrication facility before September 22, 2011, the Contractor will receive an incentive payment of \$200,000.00 per day. For each and every day that OBG Lifts 13 and 14 depart the fabrication facility before August 22, 2011, the Contractor will receive an additional (i.e., in addition to the incentive payment of \$200,000.00 per day) incentive payment of \$150,000.00 per day. The total incentive payment provided herein for departure of OBG Lifts 13 and 14, including taxes and duties, will not exceed \$20,000,000.00. US sales tax and customs duties and fees shall be added to earned incentive payments, as this cost will be part of the total value of the structural steel purchase order; however, the maximum incentive payable for departure of OBG Lifts 13 and 14, including taxes, duties and fees, will not exceed \$20,000,000.

In the event that after August 26, 2010, the Department, through any act or omission, causes a delay in the fabrication of OBG Lifts 12, 13 or 14, or to the departure of OBG Lifts 13 or 14, or if such a departure is otherwise delayed for reasons which give rise to an extension of time entitlement under the Contract, each of the dates referred to in the previous paragraph (i.e. July 11, August 22 and September 22, 2011) shall be adjusted accordingly.

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 160 Suppl. No. Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

**3) Readiness for Seismic Safety Opening****Order of Work**

Section 10-1.01, "Order of Work," subsection "Designated Portions of Work," of the Special Provisions, is hereby revised as provided below:

"The definitions of work specified as subsection 'Designated Portion of Work - Phase 1,' subsection 'Designated Portion of Work - Phase 2,' and subsection 'Designated Portion of Work - Phase 3' are deleted. A new definition of work specified as 'Readiness for Seismic Safety Opening' shall be added and shall include only the items of work specified in Appendix No. 1 to this Contract Change Order (CCO 160, and for such items, only to the extent such work is identified as "MINIMUM WORK THAT MUST BE COMPLETED AT SEISMIC SAFETY OPENING". Appendix No. 1 to the CCO 160 specifies the work that shall be completed prior to opening in each direction of traffic, and work that the Contractor may elect to perform after traffic opening in each direction. It is understood that the placement of traffic in the eastbound direction is also dependent upon work contracted to others by the Department. Readiness for eastbound traffic placement, as provided under 'Readiness for Seismic Safety Opening,' encompasses work which is only under the direct control of the Contractor."

Section 5-1.18, "Areas for Contractor's use" of the Special Provisions, is revised as provided in this paragraph. The two references to "completion of Phase 1 activities" in relation to the turnover of Area "FP" will be updated based upon mutually agreed date(s) between the parties, and will be issued in a future CCO, and the text, "as described in Section 10-1.01, "Order of Work," and Section 4 "Beginning of Work, Time for Completion and Liquidated Damages of these special provisions" is deleted.

**Adjustment of Compensation at Agreed Lump Sum**

The Contractor will plan and execute the work with the intent to achieve "Readiness for Seismic Safety Opening" as provided in "Order of Work," outlined above, in the shortest reasonably possible time as the Contractor deems necessary and appropriate, and agrees to accept the agreed lump sum payment of \$8,000,000.00, along with potential incentives earned in accordance with this CCO, as full and complete compensation for all costs associated with the shortening of time for such work, comprising the following:

- Early installation of the catwalk and tramway
- Early installation of Crossbeam 19, except for Caltrans directed changes to the erection method to account for longitudinal misalignments at the field drilled splice between Lift 14W and CB19, as covered under CCO 162
- Barrier installation prior to load transfer
- Install and operate increased cable wrapping and compaction capacity (furnished equipment is included in CCO 142)
- Furnish and install increased load transfer jacking points
- Portable milling machines, if deemed necessary and appropriate by the Contractor
- Environmental cover for painting, if deemed necessary and appropriate by the Contractor
- Additional steel orders to cover any eventual shortages
- Other means that the Contractor deems necessary and appropriate to achieve the shortest reasonably possible time to departure from the fabrication facility of OBG Lifts 13 and 14, and "Readiness for Seismic Safety Opening"

**Adjustment of Compensation at Agreed Lump Sum ..... \$8,000,000.00**

**Incentives, Disincentive, and Liquidated Damage Provisions**

For each and every day that "Readiness for Seismic Safety Opening" is achieved by the Contractor before October 20, 2013, the Contractor will receive an incentive payment of \$385,000.00 per day. A maximum incentive of \$20,000,000 will be earned if "Readiness for Seismic Safety Opening" is achieved on or before August 28, 2013. The total incentive payment provided herein for achieving "Readiness for Seismic Safety Opening," including taxes and duties, will not exceed \$20,000,000.00. The Contractor shall pay the State of California the sum of \$100,000.00 per day as a disincentive, for each and every day's delay in completing "Readiness for Seismic Safety Opening" after November 30, 2013. Neither an incentive nor a disincentive shall apply if the Contractor achieves "Readiness for Seismic Safety Opening" between October 20, 2013, and November 30, 2013. The total amount of 1) disincentives payable by the Contractor, and 2) liquidated damages payable by the Contractor for delay in completing the "Contract



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Change Requested by: Engineer

CCO: 160 Suppl. No. Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

Completion Date," shall not exceed the sum of \$100,000 per day, and the aggregate total sum of which will not exceed \$125,000,000.

"Readiness for Seismic Safety Opening" shall be achieved prior to opening the bridge to traffic. In the event that the Department allows opening to traffic before it has accepted that "Readiness for Seismic Safety Opening" has been achieved, "Readiness for Seismic Safety Opening" shall be deemed to have been achieved.

In the event that anything occurs after August 26, 2010, which gives rise to a Contractor entitlement to an adjustment to the time of completion under the Contract, each of the dates referred to in the previous paragraph (i.e. August 28, October 20 and November 20, 2013) shall be adjusted accordingly.

The first paragraph of Provision No. 6, "Waiver of Liquidated Damages and Reconciliation of Item 4 in CCO No. 108S0," provided under CCO No. 108S1, is hereby deleted in its entirety. The fifth, sixth, seventh, eighth, ninth, and tenth paragraphs of Section 4, "Beginning of Work, Time of Completion, and Liquidated Damages," of the Special Provisions are hereby deleted in their entirety. The eleventh paragraph of Section 4, "Beginning of Work, Time of Completion, and Liquidated Damages," of the Special Provisions (which previously started, "Should two or more ...") is hereby revised as provided below:

"The contract originally provided that the work should be completed within 2490 working days from the fifteenth day after approval of the contract, which provision did not include time adjustments provided since the beginning of the contract. 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,' as such date is adjusted in accordance with the contract. The total of 1) liquidated damages payable by the Contractor for delay in completing the 'Contract Completion Date,' and 2) disincentives payable by the Contractor as provided in Provision No. 2 of the CCO 160 (titled "Acceleration of OBG Lifts 13 and 14") shall not exceed \$100,000 per day and the aggregate total liquidated damages and disincentives for the project paid by the Contractor shall not exceed \$125,000,000."

As a result of this CCO 160, the division of the work into Phases 1, 2 and 3, with a corresponding obligation on the Contractor to complete each such Phase by given dates, and to pay liquidated damages for a failure to do so, no longer applies and it is intended that all affected provisions of the Contract are modified accordingly.

#### **4) Post "Readiness for Seismic Safety Opening" Work**

The final scope and schedule for the work after "Readiness for Seismic Safety Opening" will be determined at a later date, and will be part of a separate CCO. The parties specifically agree that a separate CCO will also address potential changes in the character of work, work that was re-sequenced to achieve "Readiness for Seismic Safety Opening," and inefficiencies caused by working under live traffic conditions, as well as administering and compensating other such items of work impacted by this change in approach to execution.

It is acknowledged that the provisions of "Order of Work," outlined above, will affect various items of work to be performed after the Contractor achieves "Readiness for Seismic Safety Opening." Should effects resulting from the provisions of "Order of Work," outlined above, including performance of any work by the Contractor after the opening of traffic, have an impact on work performed after the Contractor achieves "Readiness for Seismic Safety Opening," compensation will be provided in accordance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications under a supplemental CCO. As an example only and without limitation, work performed after the Contractor achieves "Readiness for Seismic Safety Opening" that requires lane closures for completion will be considered a change in character of the work, and the Contractor will be compensated in accordance with said Section 4-1.03C.

The time and compensation provisions of this CCO 160 were negotiated and agreed upon based on the Contractor's original plan to complete all work prior to the opening of traffic. If any work is not completed on or before the new "Contract Completion Date" of August 24, 2014, as a result of changes in the character of the work due to the performance of work after the opening of traffic, a time extension will be granted in accordance with Section 8-1.07, "Liquidated Damages," of the Standard Specifications, and the Contract Item Price for Contract Item No. 5, "Time Related Overhead," for the work to be performed after the opening of traffic will be adjusted to reflect actual overhead costs.

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 160 Suppl. No. Contract No. 04 - 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

Future adjustments of time shall be granted as a result of 1) potential effects, resulting from the provisions of "Order of Work," outlined above, to the various items of work to be performed after the Contractor achieves "Readiness for Seismic Safety Opening," and 2) potential CCOs, implemented after approval of this CCO, that affect the "Contract Completion Date." Such an adjustment to the "Contract Completion Date" will be made in accordance with Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

The Contractor reserves its rights to further extensions of time and cost impacts due to changes in character of the work to be performed after "Readiness for Seismic Safety Opening," which occur as a result of performance of work during traffic conditions.

**5) Schedule Requirements**

The Contractor shall, within 30 days of the approval of this CCO, submit a new "Baseline Schedule consistent with the provisions of this CCO and in accordance with Section 10-1.13, "Progress Schedule (Critical Path Method)" of the Special Provisions. The new "Baseline Schedule" shall incorporate the Contractor's plans to ship OBG Lifts 13 and 14 by July 11, 2011, and to achieve "Readiness for Seismic Safety Opening" by September 30, 2013. Compensation for submittal of an acceptable new "Baseline Schedule" as provided herein shall be considered to be included in this CCO.

The parties agree to amend, via a future CCO to be issued no later than 30 days after execution of this CCO 160, Special Provision Section 10-1.13, "Progress Schedule (Critical Path Method)."

**SUMMARY OF COST**

Total Cost of Adjustment of Compensation at Agreed Lump Sum.....	\$118,856,000.00
Increase in Contract Item No. 5, "Time Related Overhead," at Contract Item Price (304 days x \$86,000/day) = .....	\$28,144,000.00
<u>Incentive/ Disincentive.....</u>	<u>Incentive up to a maximum of \$40,000,000.00</u>
Total Cost of this CCO (with maximum incentive of \$40,000,000.00).....	\$185,000,000.00

Included within this Total Cost are amounts payable by the Contractor to its steel fabricator (i.e. ZMPC); such amounts have been disclosed to the Department and the Department has satisfied itself that such amounts and the basis is fair, reasonable and acceptable to the Department.

Estimated Cost: Increase  Decrease  max \$185,000,000.00

By reason of this order the time of completion will be adjusted as follows: 304 days

Submitted by  
Signature *Peter Siegenthaler* Peter Siegenthaler, Prin.T.E. Date 9/2/2010

Approval Recommended by  
Signature *Jon Tapping* Jon Tapping, Prin. T.E. Date 9-2-10

Engineer Approval by  
Signature *Tony Anziano* Tony Anziano, Toll Bridge P.M. Date 9/22/10

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 *Michael D. Flowers* (Print name and title) Michael D. Flowers Date 9-22-10  
Project Director