

# CONTRACT CHANGE ORDER

CEM-4900 REV 5/2001 CT# 7541-3501-0

Change Requested by:  Engineer  Contractor

CCO NUMBER <b>7</b>	SUPPL. NUMBER <b>0</b>	CONTRACT NO. <b>0662-6R4076</b>	ROAD <b>ORWOOD ROAD BRIDGE REPLACEMENT</b>	FEDERAL NUMBER(S) <b>BRLO-5928(045)</b>
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TO **FLATIRON CONSTRUCTION, CO**

**Contractor**

*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. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Adjustment in Compensation at Agreed Lump Sum:**

Provide compensation to Flatiron Construction, Inc (FCI) and Malcolm Drilling Company (MDI) for additional costs incurred during installation of 24" dia. Cast-In-Drilled-Hole (CIDH) Piles at Retaining Wall #2. Provide compensation for Cast-In-Drilled-Hole (CIDH) Pile work yet to be performed at Retaining Wall #3.

Payment for additional shifts beyond those contemplated in the bid documents. The additional shifts were associated with an unforeseen "aquifer/heaving" condition encountered at the bottom of the piles which resulted in the extension of the temporary pile casing to 5' below specified tip elevation.

Payment is based on agreed costs which are derived from the actual cost to perform the work. The total cost associated with this change is as follows:

	Additional Days Owed	Agreed Cost Per Day	Amount Owed
Retaining Wall #2	8	\$33,218.01	\$265,744.09
Retaining wall #3	5	\$31,369.08	\$156,845.42
		Total Agreed Amount =	\$422,589.51

The above costs provide full compensation for labor, equipment and material costs associated with the revision in pile installation methods including full length casing extended to 5' below specified tip elevation. These include the additional time required to install the shafts due to the revision in methods. Also, costs associated with additional spoil removal and QC inspection.

The Contractor agrees that this Contract Change Order resolves all cost associated with Notice of Potential Claim No. 1 as outlined in your letter, Entitlement Package – Differing Site Conditions – Retaining Wall #2 & 3 –Rev. 1, dated May 9, 2016. This change order also resolves any and all costs associated with pile construction during phase 1 of this project including piles installed at the abutments and piers.

The Contractor shall receive an Agreed Lump Sum of \$422,589.51 for the work specified above. The agreed sum constitutes full compensation for all labor, materials, tools, equipment, and incidentals, and for doing all work involved.

Estimated Cost: :  Decrease  Increase \$422,589.51

By reason of this order the time of completion will be adjusted as follows: **No Adjustment**

**SUBMITTED BY Nick Panayotou, Resident Engineer**

SIGNATURE	(PRINT NAME & TITLE) Nick Panayotou, Resident Engineer	DATE
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**APPROVAL RECOMMENDED BY**

SIGNATURE	(PRINT NAME & TITLE) Kevin Emigh, Division Manager	DATE
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**LOCAL AGENCY APPROVAL BY**

SIGNATURE	(PRINT NAME & TITLE) Stephen Kowalewski, Deputy Director	DATE
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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 may 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 specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

**CONTRACTOR ACCEPTANCE BY**

SIGNATURE

(PRINT NAME & TITLE)

Jared Herrington, Project Manager, Flatiron Const.

DATE