

**CONTRACT CHANGE ORDER**

Change Requested by:	<input checked="" type="checkbox"/> Engineer	<input type="checkbox"/> Contractor
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CCO No. <b>5</b>	Suppl. No.	Contract No. <b>53124</b>	Road <b>03-ED-50- PM 0.60 to PM 1.35</b>	Federal Number(s) <b>n/a</b>
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To **DeSilva Gates Construction LP**, 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 was approved by the Board of Supervisors on December 11, 2012.**

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

**Adjustment of Compensation at Agreed Lump Sum Price**

In accordance with Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of the Special Provisions and Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, Contractor and Engineer mutually agree to a temporary suspension of activities on the critical path to the internal milestones (including work associated with Stage 1 and Stage 2 construction of the westbound on ramp and westbound off ramp) contained in Special Provision 4-1.01 beginning on Monday, October 8, 2012. This temporary suspension shall end on April 15, 2013.

Starting April 15, 2013, Contractor shall perform work such that the temporary suspension described above is mitigated and the internal milestones in Special Provision 4-1.01 are achieved. If inclement weather prohibits resumption of work on April 15, 2013, a supplemental contract change order shall be issued to mitigate impacts associated with resuming work after April 15, 2013.


The third paragraph of Special Provision 4-1.01 (i.e., "The provisions of paragraph 2 through 5...") is deleted, and the provisions of paragraphs 2 through 5 of Standard Specification 8-1.06 shall apply to the provisions for internal time completion in Special Provision 4-1.01. All other portions of the contract documents shall remain unchanged. Excusable delays (weather delays, etc.) and compensable delays (Owner caused delays) will be mitigated in accordance with the contract documents. Nonexcusable delays (Contractor caused delays) or Contractor caused schedule changes will be the responsibility of the Contractor.


County reserves the right to terminate the Contractor's work to mitigate the temporary suspension described above (the "Mitigation Work"). If County terminates Contractor's Mitigation Work, County will issue a supplemental contract change order to (1) compensate Contractor for the days Contractor performed Mitigation Work on a mutually agreed prorated basis; and (2) modify the internal milestone dates contained in Special Provision 4-1.01 such that they can be achieved without further Mitigation Work by the Contractor.

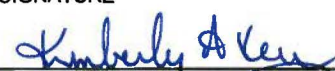
For this work, the Contractor shall receive and accept the agreed lump sum of \$300,000.00. This sum constitutes full and complete compensation for providing all labor, material, equipment, tools, and incidentals, including all markups, by reason of this change.


Total Cost.....\$300,000.00  
 Estimated Cost:  Decrease  Increase **\$300,000.00**

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

**Submitted by**  
 SIGNATURE  (PRINT NAME & TITLE) Aradhana Kochar, P.E., Resident Engineer DATE 4.12.13

**Approved**  
 SIGNATURE  (PRINT NAME & TITLE) John Kahling, P.E., Deputy Director, Engineering DATE 04/18/13

**Approved**  
 SIGNATURE  (PRINT NAME & TITLE) Kimberly A. Kerr, Interim Director Department of Transportation DATE 4/19/13

**Approved**  
 SIGNATURE  (PRINT NAME & TITLE) Ron Briggs, Chair Board of Supervisors DATE Bd date 12-11-12 4-23-13

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 therefore the prices shown above. The prices and terms of payment shown above comprise full and final compensation for all direct costs, indirect costs, cumulative costs, and all overhead costs incurred as a result of this contractor change order. 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) Derek B Haussegger PROJECT MANAGER DATE 4/8/13