CALIFORNIA High-Speed Rail Authority

SUPPLEMENTAL CHANGE ORDER (CO) CO No: 00099.1

TITLE: Completion Deadline Extension and Resolution – Supplement 1

DATE: 10/11/16

PROJECT: Construction Package No. 1

CONTRACT NO: HSR 13-06

CONTRACTOR: Attn: Ghassan Ariqat
Tutor Perini/Zachry/Parsons, a Joint Venture
1401 Fulton Street, Suite 400
Fresno, CA 93721

DESCRIPTION OF CHANGE:

This Supplemental Change Order compensates the Contractor for all costs related to acceleration of the Work to meet the revised "Final Acceptance Deadline" of 70.5 months after NTP-1 as agreed and stipulated in Change Order 00099 executed on June 14, 2016.

In consideration of this Supplemental Change Order, the Contractor recognizes that the draft revised baseline schedule, which reflects a 17-month contract extension and approximate 7-month acceleration as stipulated in Change Order 00099, contains the Contractor's preferential logic relative to workflow and sequencing. The Contractor's preferential logic is not approved and both parties agree that such logic constraints shall not be deemed a valid basis for future delays. The review of the draft revised baseline schedule is performed consistent with ongoing negotiations between the Authority and the Contractor in advance of the Contractor's incorporation of agreed-upon schedule revisions. The Authority and the Contractor have agreed that the Contractor shall revise the schedule to unlink logic ties between the north Madera bridges (Avenues 7, 8, 9, 10, 12, 15 & 15.5) and the Fresno bridges (Shaw, McKinley, Olive, & Belmont). Final approval of the revised baseline schedule shall be issued once the schedule has been corrected, resubmitted, and verified that comments have been addressed to the satisfaction of the Authority.

All other provisions of the Contract and Change Order No. 00099 shall remain unchanged and in full force and effect.

EXTRA WORK AT AGREED LUMP SUM:

For this change, the Contractor shall be paid the agreed lump sum of **$13,612,000.00** to be used to deploy the required resources necessary to meet the revised "Final Acceptance Deadline." The resources shall be used in the most efficient manner possible, which may include but not be limited to additional work hours, additional shifts, additional work crews, and additional equipment or any and all combinations thereof when and where the project presents the opportunity(ies). This lump sum constitutes full and complete compensation for all costs incurred by the Contractor including all markups by reason of this change.

The Authority reserves the right to make future deductions from the Contractor's monthly payment and Contract Price, up to an amount equal to this lump sum, if for any reason the Contractor fails to obtain final approval of the revised baseline schedule.

TIME ADJUSTMENT:

There shall be no time adjustment by reason of this Supplemental Change Order.

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Net Amount	Time Adj. Days
0170	00002	Approximate seven month acceleration of the Work due to CO 00099 Completion Deadline Extension and Resolution	1.0	LS	$13,612,000	$13,612,000	0
					Total:	**$13,612,000.00**	**0**

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by

TITLE:	Completion Deadline Extension and Resolution – Supplement 1	**DATE:**	10/11/16
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Release of Claims

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

Contractor's Sworn Certification

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

Subcontractor's Sworn Certification(s):

Attached as_____[indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

Tutor Perini/Zachry/Parsons, a Joint Venture

Acceptance by		
	Ghassan Ariqat - Project Manager/Director	Date 10/11/16

California High-Speed Rail Authority

Submitted by		
Signature Hugo Mejia	Hugo Mejia - Design & Construction Manager	Date 10/11/16
Recommended by		
Signature	Terry Ogle - Director of Design & Construction	Date 10/12/16
Approval by		
Signature	Scott Jarvis – Chief Engineer	Date 10.12.16