



DEC 30 2016

Memorandum

12/21/, 2016

TO: *mf* Marco Foster, PE MS 47354 / 360-705-7824  
THRU: *BDN* Brian D. Nielsen, PE NB82-230 / 206-805-5426  
FROM: Andrew P. Walter, PE *AW* NB82-230 / 206-805-5452

SUBJECT: 007999 – SR99 Bored Tunnel Alternative Design-Build Project  
Federal-Aid No. BR-NH-STP-STPF-0099(111)  
CO 157 – Risk Transfer-PCO Settlement

Attached for HQ Execution is Change Order 157, “Risk Transfer-PCO Settlement”.

**DESCRIPTION:**

This Change Order is a negotiated settlement, transferring risk associated with Intervention Work, barging and grouting operations and provides full and final compensation/time for the identified potential change orders (PCOs), in exchange for revising how existing items will be administered as noted below.

The Change Order revises the Contract and transfers the following risk to the Design-Builder:

- Deletes Extraordinary Intervention Work, and makes all costs for Intervention Work in excess of the 1440 cumulative hours established in the Contract (not associated with differing site conditions) part of the Contract Lump Sum price.
- Provides a final lump sum payment based on the remainder of the estimated force account bid items for ILWU labor and assist tug, as established in Change Order 136. Transferring all cost risk due to the estimated force account being low and mining taking longer than anticipated.
- Provides a lump sum payment for grouting operations (based on the sum of the unit price bid items), transferring all overrun risk for grouting operations to the Design-Builder.

The Change Order also provides full and final compensation for PCOs 168A, 174, 461, 500, 502, 513, 514, 516, 518, any known or unknown TBM extraction related issues, and for the resolution of Nonconforming Issues (NCIs) 007999-01710, 007999-01711 and 007999-01724.

The Contract is structured to pay the Design-Builder portions of the Shared Contingency Allowance and Deformation Mitigation and Repair Fund. In exchange for the above noted risk transfer and issue settlement, this Change Order revises how the Shared Contingency Allowance and the Deformation Mitigation and Repair Fund will be administered, and how the Design-Builder will be compensated for Differing Site Conditions. This change order does not change how cost responsibility is assigned. It also does not change how much of any remaining amounts the Design-Builder and WSDOT would be entitled to (75 % and 25% respectively) from any amounts remaining in the shared Contingency Allowance and Deformation Mitigation and Repair Fund.

The resolution of PCO 516, Possible Differing Site Conditions for Tunnel Spoils (Abrasion) and PCO 518, Differing Site Condition – Station 241+72 are resolved without reducing the Shared Contingency Allowance, transferring any potential Differing Site Condition cost and Intervention Work hours related to these potential Differing Site Conditions to the Design-Builder. Additionally any additional Intervention Work hours in excess of the 1440 cumulative hours established in the Contract, and which were identified as Extraordinary Intervention Work, are now the Contractor's responsibility. This will effectively increase the funds available from the Shared Contingency Allowance to cover any costs related to Differing Site Conditions.

One or more future no cost/no time change orders will be executed, for documentation purposes, to address any Technical Requirement revisions associated with this Change Order.

**EVOLUTION OF CHANGE:**

WSDOT and the Design-Builder have been discussing and working through issues that have developed during the Contract since execution of Change Order 145 (May 2016). These issues include matters where entitlement may be determined through the contractual process including Differing Site Conditions, measuring Intervention Work hours, and various other PCOs.

**PRICE:**

WSDOT has agreed to revise how the Design-Builder will be compensated for various items and how the Shared Contingency Allowance and Deformation Mitigation Fund are administered. The Change Order does not require funding beyond what the Contract contemplated, as the Bid Items, Shared Contingency Allowance, and the Deformation Mitigation and Repair Fund are all within the existing project funding.

**CONTRACT TIME:**

This Change Order adds seven (7) days to the Contract.

**APPROVALS:**

- Andrew P. Walter, P.E., Contract Administrator, approved the change December 14, 2016
- Brian Nielsen, P.E., SR99 Tunnel Director, approved the change December 16, 2016
- Marco Foster, P.E. HQ Construction, approved the change December 19, 2016
- Anthony Sarhan, FHWA approved the change December 19, 2016
- Mario Mathisen, Program Management gave funding concurrence December 19, 2016

**ATTACHMENTS TO THE MEMO:**

- Change Order & Attachment A
- Change Order Checklist
- Approvals and Concurrences listed above
- Surety Consent(s)

If you have any questions, please contact Paul Johnson at 206.805.2920.

PEJ:awp

cc: Project File

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 1 of 12

CONTRACT NO: 007999 FEDERAL AID NO: STP-BR-IM-0099(11)  
 CONTRACT TITLE: SR 99, BORED TUNNEL ALTERNATIVE - DESIGN BUILD PRO  
 CHANGE ORDER NO: 157 RISK TRANSFER-PCO SETTLEMENT

PRIME CONTRACTOR: SW0080679 SEATTLE TUNNEL PARTNERS  
999 THIRD AVE STE 2424  
SEATTLE WA 98104-4044

Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

ENDORSED BY:  <hr/> CONTRACTOR 12/19/16 <hr/> DATE	SURETY CONSENT:  <hr/> ATTORNEY IN FACT  <hr/> DATE
--	---

ORIGINAL CONTRACT AMOUNT: 1,089,700,002.00  
 CURRENT CONTRACT AMOUNT: 1,161,808,943.77  
 ESTIMATED NET CHANGE THIS ORDER: 35,387,604.77  
 ESTIMATED CONTRACT TOTAL AFTER CHANGE: 1,197,196,548.54

Approval Required:       Region       Olympia Service Center       Local Agency

CHPS ✓  
 CUS ✓  
 MB 12/22/16

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> EXECUTED  Andrew P. Waller <hr/> PROJECT ENGINEER 12/21/2016 <hr/> DATE	EXECUTED:  Rati E. Spotts <hr/> STATE CONSTRUCTION ENGINEER 12/21/16 <hr/> DATE
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> EXECUTED REGIONAL ADMIN: BY: 12/21/16 <hr/> DATE	OTHER APPROVAL WHEN REQUIRED  Anthony Sanhan      12/21/16 <hr/> SIGNATURE      DATE FHWA <hr/> REPRESENTING

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16

Page 2 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

All work, materials, and measurements to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

This contract is revised as follows:

The first paragraph above is deleted and replaced with:  
All work, materials and measurements to be in accordance with the Contract Documents for this Project. Unless specifically modified herein, all provisions in the Contract Documents shall remain in full force and effect.

**DESCRIPTION:**

This Change Order deletes Section 5.7.1.3; replaces Sections 5.7.1, 5.7.1.1, 5.7.1.4, 5.9.2, 13.1 and 13.2; revises Sections 4.2, 5.7.6, 5.9.3.1, 5.9.3.2, 5.9.4.1, 11.4, Appendix 1 and Appendix 2 and replaces the heading for Section 5.9.3. This changes the Contract as follows:

- 1) Changes related to hyperbaric Intervention Work:
  - a) Revises the Contract so any and all cost including direct and indirect cost relating to or arising out of Intervention Work is included in the Lump Sum amount of the Contract and is the sole responsibility of the Design-Builder.
  - b) Deletes the definition of Extraordinary Intervention Work.
  - c) Redefines and clarifies how Intervention Work hours are to be counted, and adds provisions for a break day for Intervention Work hours.
- 2) Provides for the release of 75 percent from the Shared Contingency Allowance.
- 3) Provides for the release of 75 percent from the Deformation Mitigation and Repair Fund.
- 4) Revises the Contract so an adjustment (credit) can be taken if WSDOT realizes cost associated with the Deformation Mitigation and Repair Fund.
- 5) Revises the Contract so an adjustment (credit) can be taken if WSDOT realizes cost associated with the acquisition of property rights in Section 7.1 and Technical Requirements 2.24.3.2 related to the extraction of the TBM.
- 6) Fully resolves any and all issues or disputes associated with the following:
  - a. PCO#168A Extension of Waterline from 6th/Thomas to Aurora requested by SPU (related to PCO#500, and in Exception listed under Change Order 145).
  - b. PCO#174 WSDOT requested cost for added service work for waterline in 6th Ave. (related to PCO#500, and in Exception listed under Change Order 145).
  - c. PCO#461 Revisions to SPU 12" water main alignment in Alaskan Way S between S King and S Main streets (in Exception listed under Change Order 145).
  - d. PCO#500 Waterline Extension for SPU Approval of Water Availability Certificates (WAC) (vicinity of North Operations Building and South Operations Building).
  - e. PCO#502 CBCP 72 Trailer mounted 500kV load bank.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE:12/19/16  
Page 3 of 2

CONTRACT NO: 007999

CHANGE ORDER NO: 157

- f. PCO#513 TBM Extraction related to the SCL determination regarding work over the Substation. Along with any known or unknown issues of any nature arising from or related to TBM extraction (removal from the north end).
  - g. PCO#514 PSE Gas Line Delay.
  - h. PCO#516 Possible Differing Site Condition of Tunnel Spoils (Abrasion).
  - i. PCO#518 Differing Site Condition - Station 241+72.
  - j. SCADA NCI audit numbers 007999-01710, 007999-01711 and 007999-01724, attached (Attachment A). Any technical changes associated with these SCADA NCI's will be addressed in a future change order.
- 7) Deletes Force Account Bid Items 133 "CO#136, Foss/ILWU PCO#230B Labor FA", and Item 134 "CO#136, Foss/ILWU PCO#230B Tug FA", and establishes two new lump sum bid items as described herein.
- 8) Revises the payment method for Work performed under the following bid items by deleting the unit priced items and establishes a new lump sum bid item as described herein:
- 30 Compensation Grouting from Within Building
  - 31 Compaction & Contact Grouting from Within Building
  - 33 Compaction & Contact Grouting from Shaft or Ground Surface
  - 34 Grout Hole in Tunnel Liner

**DESIGN-BUILD CONTRACT:**

Contract Article 4.2, as previously revised by Change Orders 8, 43, 106, 128, 140 and 145, is revised as follows:

On page 10, lines 5 through 7, the first sentence is revised to read:

Design-Builder shall achieve Substantial Completion within 1,733 days after the effective date of NTP 2, shall achieve Physical Completion within 120 days after Substantial Completion, and shall achieve Final Completion within 120 days after Physical Completion.

Contract Section 5.7.1 Tunnel Boring Machine Intervention Work is replaced with the following:

Intervention Work is work of any nature performed in or around the TBM for a continuous period of time by workers operating under hyperbaric pressure. TBM maintenance work performed under hyperbaric pressure qualifies as Intervention Work. Following the execution of Change Order 157, Cumulative Intervention Work hours will be tracked as described below.

Intervention Work hours will be measured on an hour by hour basis of time when one or more workers operate under hyperbaric pressure rounded to the nearest hour. Intervention Work hours will begin when the first worker(s) enters the hyperbaric chamber for compression and end when the last worker(s) has completed decompression at that intervention location, including down time up to three (3) hours between shifts (if any) or when the TBM resumes excavation, whichever occurs first. If breaks between shifts exceed 3 hours, the follow on Intervention Work occurring after the break will not be considered continuous with the Intervention Work performed prior to the break. The intent is that Intervention Work is continuous or nearly continuous. For example, if Intervention Work is completed in 7.25 hours, the Intervention Work will be calculated as having taken seven (7) hours. If

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 4 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

the Intervention Work takes 7.25 hours with a three (3) hour or less break followed by another ten (10) hours, the Intervention Work will be calculated as having taken 20 hours. If the Intervention Work takes 7.25 hours with a break greater than three (3) hours followed by another ten (10) hours, the total of the two instances of Intervention Work would count as a cumulative 17 hours of Intervention Work.

When Intervention Work at a single location has reached 144 continuous Intervention Work hours (6 days), and if the Design-Builder chooses to take a break day from Intervention Work, the hours taken off, up to a maximum of 24 hours, will count towards the Cumulative hours of Intervention Work. For example if there are 144 continuous hours of Intervention Work and the Design-Builder takes 36 hours off for a break day and finishes with another 100 continuous hours of Intervention Work, a total of 268 hours (144 + 24 + 100) would be counted towards the Cumulative Intervention Work hours. If there are 144 continuous hours of Intervention Work and the Design-Builder takes 18 hours off for a break day and finishes with another 100 continuous hours of Intervention Work, a total of 262 hours (144 + 18 + 100) would be counted towards the Cumulative hours of Intervention Work.

Contract Section 5.7.1.1 Intervention Work Included in Original Scope is replaced with the following:

The Lump Sum Amount of the Contract is hereby deemed to include all costs of any nature both past, present, and future related to and/or arising from Intervention Work on the Project regardless of the number of Intervention Work hours incurred. The Contract Schedule includes the schedule impact of 1440 Cumulative Intervention Work hours. Work performed under hyperbaric pressure that is necessitated by the breach of contract or fault or negligence, or act or failure to act of any DB-Related Entity, is not Intervention Work and will not count towards the Cumulative Intervention Work hours.

Upon Design-Builder's compliance with all applicable requirements of this Section 5.7 and Article 11, and subject to the limitations contained therein, WSDOT shall issue one Change Order upon the completion of tunneling, to extend the Completion Deadline resulting from Intervention Work that exceeds 1440 Cumulative Intervention Work hours. The Completion Deadline extension will be based on the total Cumulative Intervention Work hours minus 1440 hours, divided by 24 hours per day rounded to the nearest day. The Change Order extending the Completion Deadline herein shall be a no cost Change Order. The Design-Builder is responsible for all costs of any nature incurred as a result of exceeding the 1440 cumulative hours of Intervention Work.

Contract Section 5.7.1.3 is replaced with the following:

5.7.1.3 VACANT

Contract Section 5.7.1.4 is replaced with the following:

In the event that Intervention Work is required as the direct result of a Differing Site Condition, Design-Builder's entitlement to a Change Order

---

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 5 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

shall be governed by Section 5.7.6.

Contract Section 5.7.6, second paragraph, is revised to read:

Subject to Contract Section 13.1, WSDOT will use the Shared Contingency Allowance to pay amounts owing to Design-Builder for Differing Site Conditions under this Section 5.7.6, but if the Shared Contingency Allowance is fully consumed, WSDOT shall remain responsible for the costs of Differing Site Conditions as described in this Section 5.7.6. Unused amounts in the Shared Contingency Allowance shall be shared by Design-Builder and WSDOT in accordance with the provisions of Article 13.

Contract Section 5.9.2 Grouting Operations is replaced with the following:

All cost for Grouting Operations shall be paid by WSDOT as lump sum and shall be deemed earned on a pro rata basis as tunnel boring Work is performed, based on the progress of the tunnel boring Work. The amount payable shall be determined by multiplying the total lump sum amount for Grouting Operations by the percent complete value of the tunnel boring Work.

Contract Section 5.9.3 heading is replaced with the following:

5.9.3 Mitigation and Repairs for Certain Advance Mitigation and Impacts of Deformation Within Tolerances

Contract Section 5.9.3.1, first paragraph, second sentence, is revised to read:

Upon Design-Builder's compliance with all applicable requirements of this Section 5.9 and Article 11, and subject to the limitations contained therein and subject to Section 13.2, Design-Builder shall have the right to receive one or more Change Orders for such costs, up to the amount available in the Deformation Mitigation and Repair Fund.

Contract Section 5.9.3.2, first paragraph, third sentence, is revised to read:

In such event WSDOT shall prepare a scope of work and issue a Change Order for the Additional Deformation Work pursuant to Sections 11.2 and 13.2 to cover the cost of the Additional Deformation Work, excluding the cost of Grouting Operations.

Contract Section 5.9.4.1, second paragraph, is revised to read:

If funds remain available in the Deformation Mitigation and Repair Fund as of the date that WSDOT directs or approves performance of work by Design-Builder under this Section 5.9.4, Design-Builder shall have the right to receive a Change Order, subject to the limitations specified in Article 11 and subject to Section 13.2, allowing compensation for such work up to the amount remaining available in such fund as determined by WSDOT.

Contract Section 11.4, second paragraph, item (e), is revised to read:

(e) certain costs directly attributable to Differing Site Conditions, as provided in Section 5.7;

Contract Section 13.1 is replaced with the following:

WSDOT has established a Shared Contingency Allowance in the amount of

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 6 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

\$40,000,000. Any unused remaining balance of the Shared Contingency Allowance was to be split 75 percent to the Design-Builder and 25 percent to WSDOT. Upon the execution of Change Order 157, Design-Builder will be entitled to receive \$20,520,541.27 which is 75 percent of the amount remaining in the Shared Contingency Allowance as of the date of execution of Change Order 157. The remaining 25 percent in the amount of \$6,840,180.42 will be established as the new balance of the Shared Contingency Allowance going forward. The Shared Contingency Allowance is available to make payments as described in Contract Sections 5.7.6. Where the Design-Builder has the right to payments from the Shared Contingency Allowance, amounts payable, up until the time the Shared Contingency Allowance is fully consumed, will be at a rate of 25 percent of submitted allowable costs. Once the Shared Contingency Allowance is fully consumed, responsibility for further costs shall be governed by Contract Section 5.7.6.

At Physical Completion, WSDOT will retain any remaining amounts in the Shared Contingency Allowance.

Contract Section 13.2 is replaced with the following:

WSDOT established a Deformation Mitigation and Repair Fund to pay for up to \$20,000,000 of direct costs of advance Deformation Mitigation Measures for Group B Structures and certain costs resulting from the occurrence of Deformation. Any unused remaining balance of the Deformation Mitigation and Repair Fund was to be split 75 percent to the Design-Builder and 25 percent to WSDOT. Upon the execution of Change Order 157, Design-Builder will be entitled to receive \$14,867,065.50 which is 75 percent of the amount remaining in the Deformation Mitigation and Repair Fund as of the date of execution of Change Order 157. The remaining 25 percent in the amount of \$4,955,688.50 will be established as the new balance of the Deformation Mitigation and Repair Fund going forward. The Deformation Mitigation and Repair Fund is available to make payments, as described in Contract Sections 5.9.3 and 5.9.4. Until such time as the Deformation Mitigation and Repair Fund is fully consumed, where the Design-Builder has the right to payments from the fund, amounts payable will be at a rate of 25 percent of submitted allowable costs. If payments are made to other contractors and/or owners of Structures or Utilities, pursuant to Sections 5.9.3 and 5.9.4, until such time as the fund is consumed, a deduction will be made from the Design-Builder's then current progress payment in the amount of 75 percent of the payments made to such contractors and/or owners to cover Design-Builder's share of such payment. Once the Deformation Mitigation and Repair Fund is fully consumed, responsibility for further costs shall be governed by Sections 5.9.3 and 5.9.4.

At Physical Completion, WSDOT will retain any remaining amounts in the Deformation Mitigation and Repair Fund.

Contract Appendices are revised as follows:

Contract Appendix 1, page B-2, Bid Items 30, 31, 33, and 34 are deleted from the FORM B PRICE PROPOSAL.



**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 7 of 12

**CONTRACT NO: 007999**

**CHANGE ORDER NO: 157**

Contract Appendix 1, page B-4, lines 16 - 22 (titled Bid Item 30) are deleted in their entirety.

Contract Appendix 1, page B-4, lines 24 - 30 (titled Bid Item 31) are deleted in their entirety.

Contract Appendix 1, page B-5, lines 6 - 12 (titled Bid Item 33) are deleted in their entirety.

Contract Appendix 1, page B-5, lines 15 - 21 (titled Bid Item 34) are deleted in their entirety.

Contract Appendix 2, page 14, lines 21 - 29 (titled Extraordinary Intervention Work) are deleted in their entirety.

Contract Appendix 2, page 21, lines 34 - 36 (titled Shared Contingency Allowance) is replaced with the following:

Subject to Contract Section 13.1, Shared Contingency Allowance means the contingency fund in the amount of \$40,000,000 established by WSDOT, to be used to pay for additional costs incurred due to Differing Site Conditions in accordance with Section 5.7 and Article 11.

**MEASUREMENT:**

No Specific unit of measurement shall apply to the new lump sum Item "CO 157, Grouting Operations-LS".

No Specific unit of measurement shall apply to the new lump sum Item "CO 157, Foss/ILWU PCO 230B PAID-LS".

No Specific unit of measurement shall apply to the new lump sum Item "CO 157, Foss/ILWU PCO 230B-LS".

No Specific unit of measurement shall apply to the new lump sum Item "CO 157, Shared Contingency Allowance".

No Specific unit of measurement shall apply to the new lump sum Item "CO 157, Deformation Fund".

No specific unit of measurement shall apply to the new calculated Item "CO 157, Deformation Fund Adjustment".

No specific unit of measurement shall apply to the new calculated Item "CO 157, TBM Extraction R/W Adjustment".

**PAYMENT:**

The following Bid Items are deleted:

Bid Item 30 "Compensation Grouting from Within Building", in the amount of \$200,000.00, is deleted and replaced with bid item "CO 157, Grouting Operations-LS" noted below. Prior to deleting the item, the bid item will be reduced to zero paid.

---

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 8 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

Bid Item 31 "Compaction & Contact Grouting from Within Building", in the amount of \$800,000.00, is deleted and replaced with bid item "CO 157, Grouting Operations-LS" noted below. Prior to deleting the item, the bid item will be reduced to zero paid.

Bid Item 33 "Compaction & Contact Grouting from Shaft or Ground Surface", in the amount of \$360,000.00, is deleted and replaced with bid item "CO 157, Grouting Operations-LS" noted below. Prior to deleting the item, the bid item will be reduced to zero paid.

Bid Item 34 "Grout Hole in Tunnel Liner", in the amount of \$1,250,000.00, is deleted and replaced with bid item "CO 157, Grouting Operations-LS" noted below. Prior to deleting the item, the bid item will be reduced to zero paid.

There has been a combined total of \$86,400.00 paid under Bid Items 30, 31, 33, and 34. For WSDOT accounting purposes, this combined total of \$86,400.00 will now be included in the new Bid Item "CO 157, Grouting Operations-LS" noted below.

Bid Item 133 "CO#136, Foss/ILWU PCO#230B Labor FA", in the amount of \$2,879,568.25, is deleted and replaced with bid items "CO 157, Foss/ILWU PCO 230B PAID-LS" and "CO 157, Foss/ILWU PCO 230B-LS" noted below. Prior to deleting the item, the bid item will be reduced to zero paid.

Bid Item 134 "CO#136, Foss/ILWU PCO#230B Tug FA", in the amount of \$3,251,837.00, is deleted and replaced with bid items "CO 157, Foss/ILWU PCO 230B PAID-LS" and "CO 157, Foss/ILWU PCO 230B-LS" noted below. Prior to deleting the item, the bid item will be reduced to zero paid.

There has been a total of \$1,405,917.25 and \$1,871,529.62 paid under Bid Items 133 and 134, respectively. For WSDOT accounting purposes, this combined total of \$3,277,446.87 will now be included in the new Bid Item "CO 157, Foss/ILWU PCO 230B PAID-LS" noted below.

The following Bid Items are added:

The new lump sum Bid Item "CO 157, Grouting Operations-LS" in the agreed to amount of \$2,610,000.00 is full and final payment for any and all cost the Design-Builder incurs for Grouting Operations and replaces deleted bid items 30, 31, 33, and 34 noted above. Payment for Advance Mitigation work is made separately.

The new lump sum Bid Item "CO 157, Foss/ILWU PCO 230B PAID-LS" in the agreed amount of \$3,277,446.87 is full and final pay for any and all costs associated with PCO 230B and ILWU Labor and Assist Tugs during barging occurring prior to December 1, 2016 (paid previously under Bid Items 133 and 134).

The new lump sum Bid Item "CO 157, Foss/ILWU PCO 230B-LS" in the agreed to amount of \$2,853,958.38 is full and final payment for any and all costs

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 9 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

associated PCO 230B and ILWU Labor and Assist Tugs during barging occurring on or after December 1, 2016 and shall be deemed earned on a pro rata basis as the remainder of the tunnel boring Work as of December 1, 2016 is performed, based on the progress of the tunnel boring Work. The amount payable shall be determined by multiplying the agreed to amount by the percent completion value of the remainder of the tunnel boring Work as of December 1, 2016.

The new lump sum item "CO 157, Shared Contingency Allowance" in the agreed to lump sum amount of \$20,520,541.27, which shall be paid from the Shared Contingency Allowance. With the execution of this Change Order, and previously executed CO#145 with an amount of \$10,000,000 from the Shared Contingency Allowance, previously executed CO#113 with an amount of \$1,069,677.31 from the Shared Contingency Allowance and previously executed CO#114 with an amount of \$1,569,601.00 from the Shared Contingency Allowance, the remaining balance of said allowance is \$6,840,180.42.

The new lump sum item "CO 157, Deformation Fund" in the agreed to lump sum amount of \$14,867,065.50, which shall be paid from the Deformation Mitigation and Repair Fund. With the execution of this Change Order, and previously executed CO#122 with an amount of \$177,246.00 from the Deformation Mitigation and Repair Fund, the remaining balance of said fund is \$4,955,688.50.

As needed WSDOT will make a Deformation Mitigation and Repair Fund adjustment, a credit, for certain cost payable from the Deformation Mitigation and Repair Fund. "CO 157, Deformation Fund Adjustment" will be calculated as described in Section 13.2.

As needed WSDOT will make an adjustment, a credit, for certain cost incurred by WSDOT to acquire or start to acquire property rights associated with the TBM extraction. "CO 157, TBM Extraction R/W Adjustment" will be calculated based on all costs as described in Section 7.1 and Technical Requirements 2.24.3.2.

**CONTRACT TIME:**

The Design-Builder and WSDOT agree this Change Order extends Contract Time by seven (7) days.

**MISCELLANEOUS:**

By signing this Change Order, the Design-Builder agrees and certifies that: 1) any and all costs of any nature related to or arising from Intervention Work, past, present, and future, are now included in the scope of the original Contract and part of the Lump Sum Amount; and, 2) any and all claims, disputes, costs, requests for additional compensation/time and/or other matters identified in the Description Section of this Change Order above are hereby satisfied in full and the State of Washington is hereby released and discharged in full from all said claims, disputes, costs, requests, and/or identified matters.

The Design-Builder agrees all costs, requests for additional

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 10 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

compensation/time for PCOs 168A, 174, 461 and 500 identified in the Description Section of this Change Order includes all cost for designing and constructing the extension of the 12 inch water main on Thomas Street to the western limits of Aurora Avenue and the realignment of the Alaskan Way South 12 inch water main to accommodate future design needs.

At the execution of this Change Order WSDOT and the Design-Builder agree that 523 cumulative hours of Intervention Work remain out of the original 1440 hours, pursuant to Contract Section 5.7.1.1.

The Design-Builder agrees and certifies that if at any point WSDOT is found responsible for PCO 250 the \$20,520,541.27 released from the Shared Contingency Allowance including any portion of the \$6,840,180.42 remaining in the Shared Contingency Allowance will be used to offset any liability of whatsoever nature that WSDOT may incur associated with PCO 250.

Otherwise, and notwithstanding any other provision of this Change Order to the contrary, the Design-Builder preserves all rights and entitlements asserted under PCO 250, which are not affected or modified by the execution of this Change Order. Further, WSDOT and the Design-Builder agree that nothing in this Change Order affects or modifies any of the rights, claims and/or entitlements pleaded in the action No. 16-2-00980-34 before the Superior Court of the State of Washington in Thurston County of Washington State Department of Transportation v. Seattle Tunnel Partners, a joint venture.

The Design-Builder agrees and certifies that the new lump sum items "CO 157, Grouting Operations-LS" will be progressed with the tunnel boring Work.

The Design-Builder agrees and certifies that the new lump sum item "CO 157, Foss/ILWU PCO 230B-LS" will be progressed over the remainder of the tunnel boring Work as of December 1, 2016.

By signing this Change Order the Design-Builder agrees a credit adjustment may be made reducing the progress payment for any cost WSDOT incurs related to the Deformation Mitigation and Repair Fund accordingly.

By signing this Change Order the Design-Builder agrees a credit adjustment will be made reducing the progress payment for any cost WSDOT incurs related to acquisition and or start of acquisition of right of way for TBM extraction accordingly.

As a condition to execution of this Change Order, Design-Builder shall provide written statements from the performance and payment bond Sureties to the effect that (a) the Sureties consent to the terms of this Change Order, and (b) neither the Design-Builder's execution of this Change Order nor the payments contemplated by this Change Order will release the Sureties from any of their obligations under the bonds.

The Design-Builder certifies the amount of time and/or compensation granted by this Change Order includes all known and anticipated impacts or amounts,

---

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 11 of 12

CONTRACT NO: 007999

CHANGE ORDER NO: 157

direct, indirect and consequential, which may be incurred as a result of the events or matters giving rise to this Change Order and that Design-Builder has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

---

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

DATE: 12/19/16  
Page 12 of 12

CONTRACT NO: 007999				CHANGE ORDER NO: 157			
ITEM NO	GROUP NO	STD ITEM	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE
0030	02		COMPENSATION GROUTING FROM WITHIN BUILDIN	hour	2,000.00	-100.00	-200,000.00
0031	02		COMPACTION & CONTACT GROUTING FROM WITHIN	hour	2,000.00	-400.00	-800,000.00
0033	01		COMPACTION & CONTACT GROUTING FROM SHAFT	hour	1,800.00	-200.00	-360,000.00
0034	01		GROUT HOLE IN TUNNEL LINER	EACH	2,500.00	-365.00	-912,500.00
0034	02		GROUT HOLE IN TUNNEL LINER	EACH	2,500.00	-135.00	-337,500.00
0133	12		CO#136, FOSS/ILWU PCO#230B LABOR FA	EST.	2,879,568.25	0.00	-2,879,568.25
0134	12		CO#136, FOSS/ILWU PCO#230B TUG FA	EST.	3,251,837.00	0.00	-3,251,837.00
146	12		CO 157, GROUTING OPERATIONS-LS	L.S.	0.00	0.00	1,272,500.00
146	02		CO 157, GROUTING OPERATIONS-LS	L.S.	0.00	0.00	1,337,500.00
147	12		CO 157, FOSS/ILWU PCO 230B PAID-LS	L.S.	0.00	0.00	3,277,446.87
148	12		CO 157, FOSS/ILWU PCO 230B-LS	L.S.	0.00	0.00	2,853,958.38
149	01		CO 157, SHARED CONTINGENCY ALLOWANCE	L.S.	0.00	0.00	20,520,541.27
150	01		CO 157, DEFORMATION FUND	L.S.	0.00	0.00	14,867,065.50
151	01		CO 157, DEFORMATION FUND ADJUSTMENT	CALC	0.00	0.00	-1.00
152	01		CO 157, TBM EXTRACTION R/W ADJUSTMENT	CALC	0.00	0.00	-1.00

-----  
35,397,604.77  
-----