



DATE: July 24, 2013

TO: Jeff Carpenter
State Construction Engineer, Headquarters, Mail Stop 47354

THRU: Julie Meredith
Program Director, SR 520 Program, Mail Stop NB82-99

FROM: Dave Ziegler/Jon Danks
Principal Engineer/Business Manager, Pontoon Construction
Project, Mail Stop NP40
(360) 500-4422

PROJECT: C-7826 SR 520
SR 520 Pontoon Construction Design-Build Project

SUBJECT: **CO # 101 – Cycle Two Pontoons 2013**

CATEGORY "A" & "B" – Change to the General and Technical Requirements

PRIMARY REASON FOR CHANGE: Design Changes

Requested Action:

Review Review and Region Execution Review and HQ Execution

Change Approval

Approval to proceed with negotiations and settlement of this change order included:

- Project Office: Dave Ziegler and Tom Baker
- Region / Program Office: Tom Horkan and Julie Meredith
- State Construction Engineer Office: Mark Gaines/Jeff Carpenter
- FHWA: Anthony Sarhan

General Description of the Change

This change order provides additional compensation and contract time to the Design-Builder (D-B) for added work and production impacts related to modifications of the post-tensioning (PT) system, mitigating and repairing end wall cracking, installing transverse PT retrofit, and associated work required as a result of these design modifications during the Cycle 2 Construction Segment. WSDOT directed this change to address design errors identified during Cycle 1.

This change order also settles all outstanding time related issues, including productivity and time related impacts, for the period up to and including Segment

Physical Completion of the last pontoon in Cycle 2, except for mutually agreed upon items specifically listed in the change order.

A separate change order is being issued to the D-B to incorporate the technical modifications and Contract Plan revisions associated with the Cycle 2 design changes. That change order will be "no-cost" and "no-time", as all cost and time associated with such modifications/revisions is included in this change order (CO # 101).

Evolution of the Change/Entitlement Review

This change order covers four major areas where entitlement for additional compensation and contract time is warranted:

1. PT Design Changes
2. End Wall Decoupling
3. Transverse PT
4. Impacts (inefficiencies and extended overhead)

These changes were implemented after the start of Cycle 2 pontoon construction.

1. PT Design Changes

Description:

Due to PT spalling experienced in Cycle 1, the PT profile and reinforcement for the Types 1/1A and 3 pontoons were analyzed and redesigned for Cycle 2. Changes included modifications to keel slabs, deck slabs and walls primarily in the bolt beam areas. These modifications included moving anchorage head locations, modifying parabolic curves, adding and modifying rebar, and changing duct material types in some areas.

The timeline of significant events is as follows:

- 7/31/12: Basin being prepared for Cycle 2
- 8/3/2012: WSDOT SL#118 - Direction for Cycle 2 Construction
- 8/10/12: WSDOT Email Preliminary PT Tendon Details
- 8/15/2012: WSDOT SL#120 - WSDOT Transmits Revised PT Tendon Details - (Plan Sheets 1-9)
- 8/27/2012: WSDOT SL#122 - Transmittal New & Revised Draft Plan Sheets 1 & 6-9 and New Plan Sheets 10-14
- 9/7/2012: WSDOT SL#123 - NTP for End Wall Rebar Revisions
- 9/20/2012: WSDOT SL#185 - KG Concerned About Response to RFI 455/Design Standard
- 10/3/2012: WSDOT SL# 138 - Cross Pontoon Hatch Changes: Response to KG SL#186/Build Hatches per Plan
- 10/25/2012: WSDOT SL#141 - PT Tendon Profile Plan Sheet Transmittal: Final Stamped Plan Sheets
- 2/20/2013: RFI 675 - PT Placement Tolerance Pnt A submitted

Entitlement Review:

1. As Engineer of Record (EOR) for the pontoons, WSDOT was responsible for providing the pontoon design for use by the D-B. Changes were directed by WSDOT. The D-B was impacted by the changes made to the design and is entitled to cost and time for this issue.

2. End Wall Decoupling

Description:

Due to the cracking found in the Type 1 and Type 3 Pontoon end walls during Cycle 1, the design was evaluated by WSDOT HQ Bridge office and the Expert Review Panel. Since the crack patterns were concentrated around the areas where the interior longitudinal walls intersected the end walls, it was recommended that a decoupling feature be included in Cycle 2. The decoupling would provide room for the end wall to move inward during tensioning without the resistance produced by the stationary longitudinal interior walls by providing a space between the interior precast panel walls and the end walls until after longitudinal post-tensioning. Further analysis using a Finite Element Model determined the decoupling was ineffective in reducing end wall cracking and instead a transverse PT retrofit design was developed to mitigate the end wall cracking.

The timeline of significant events is as follows:

- 9/18/12: WSDOT SL #131 transmitted draft plan sheets which provided the de-coupling elements for the Type 3 Pontoon
- On 10/3/12, WSDOT SL #139 transmitted decoupling details for the Type 1/1A pontoons
- 10/30/12: WSDOT SL #142 transmitted revised draft plan sheets
- 12/5/12: WSDOT SL #149 rescinded Type 1/1A decoupling direction
- 1/3/13: WSDOT provided the final stamped and signed drawings
- Design Builder transmitted three SL's (#194, 196 and 203) expressing concern about working off of unstamped drawings and ensuring that the added CJ's were water tight (they requested additional measures be provided by WSDOT).
- 2/6/13: WSDOT SL #149 notified the Design Builder that the decoupling for the Type 3 Pontoon was no longer needed with the installation of the transverse PT retrofit.

Entitlement Review:

1. As Engineer of Record (EOR) for the pontoons, WSDOT was responsible for providing the pontoon design for use by the DB. Changes were directed by WSDOT. The D-B was impacted by the changes made to the design is entitled to cost and time for this issue.

3. Transverse PT

Description:

Instead of the decoupling option (addressed above) the decision was made to install transverse PT retrofit on the Cycle 2 pontoons. Final design included adding ducts above the keel slab and below the deck slab that runs the full width of the Type 1/1A and Type 3 pontoons and include anchor blocks and exterior encasement. Work included coring, drilling and excavation of the existing pontoon.

Significant Events:

- 1/3/13: WSDOT transmitted preliminary draft plans for the Type 1/1A Pontoons Transverse PT Retrofit
- 1/25/13: WSDOT transmitted a revised draft design and notice to proceed to order the bearing plates for the Type 1/1A pontoons
- 2/2/13: WSDOT transmitted preliminary draft plans for the Type 3 Pontoon Transverse PT Retrofit
- 2/8/13: WSDOT issued notice to proceed to order the bearing plates for the Type 3 Pontoon
- 2/14/13: WSDOT transmitted stamped and signed plans for the Type 1/1A Transverse PT Retrofit
- 2/16/13: WSDOT provided a revised draft design for Type 3
- 2/25/13: WSDOT transmitted stamped and signed plans for the Transverse PT Retrofit Pontoon Type 3

Entitlement Review:

1. As Engineer of Record (EOR) for the Pontoons, WSDOT was responsible for providing the Pontoon design for use by the DB. Changes were directed by WSDOT. The D-B was impacted by the changes made to the design and is entitled to cost and time for this issue.

4. Impacts (inefficiencies and extended overhead)

An agreement on entitlement has been reached for impacts related to productivity and time related effects.

Productivity:

The design modifications required for Cycle 2 impacted the D-B's ability to realize efficiencies between cycles, i.e., Cycle 2 production rates should have been substantially higher than Cycle 1 production rates. In addition, the iterative nature of the design development, and modifications to design direction (availability of preliminary and final designs, rescinding of the de-coupling/addition of the transverse PT retrofit and on-going conflict resolution) directly affected production rates throughout Cycle 2.

Time Related Effect:

Following damage and during repairs to the pontoons during Cycle 1, WSDOT and the Design Builder were evaluating the causes of the failures and making recommendations for design modifications to Cycle 2

construction. As a result of this process, there were impacts to the Design Builder's ability to plan certain portions of the work, order the necessary material, and begin certain areas of work.

The cyclical nature of pontoon construction and the aggressive schedule requires work on one cycle to begin as the prior cycle is nearing completion. Due to post tensioning (PT) and end wall (EW) design modifications, the Design Builder was not able to take full advantage of the transition between Cycle 1 and Cycle 2 Construction Segments. Cycle 1 float-out occurred on 7/30/12, without the design being available for what would be constructed in Cycle 2.

The changes and impacts included in this change order significantly affected the D-B and its primary subcontractors in reinforcing steel and post-tensioning. Other subcontractors and suppliers were also impacted due to delays and/or changes to the work.

Throughout the design modifications and negotiations, all individuals with change approval authority have been kept informed and participated in key decisions.

Prior Approval

Written orders were provided to the Design-Builder to proceed with this work in advance of an executed change order to mitigate adverse cost and schedule impacts to the SR 520 PCP and FB&L Contracts.

Payment

In accordance with General Provision 1-04.4, the Design-Builder is entitled to compensation for additional cost of labor, material and equipment as a result of this change. The total negotiated lump-sum cost of this change order is \$22,434,528. The cost is supported by an independent Engineer's Estimate (Attachment B).

Negotiations for this change order took into account all change orders for miscellaneous Cycle 2 issues that were previously executed, in order to ensure that WSDOT is not paying twice for indirect costs during this time period (i.e. time related effects, productivity, and home office overhead). Future change order negotiations to close out issues contained in Attachment A (exclusion list) will not include the indirect costs contained in this change order.

Time

Contract time was affected by this change. An analysis of the project schedule was conducted, which concluded the critical path for Cycle 2 was impacted by these changes to the extent included in the change order. Each of the Segment Physical Completion dates and Project Physical Completion were extended by 131 calendar days. See attachment C.

Release and Exceptions

This change order releases WSDOT from all claims or disputes through Segment Physical Completion of Cycle 2, except for specific issues reserved by the

Design-Builder. The specific matters excluded are listed in the change order, all of which are reserved for direct cost only if entitlement is found to be justified.

Attachments

CCIS Change Order Document (11 pages)

Change Order Checklist (2 pages)

Exceptions to Release (Attachment A – part of the change order document)

Engineer's Estimate (Attachment B)

Schedule Analysis (Attachment C)

File: CO Files: CO 101; Project Wise: 16.03.101

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CONTRACT NO: 007826 FEDERAL AID NO:
CONTRACT TITLE: SR 520 PONTOON CONSTRUCTION DESIGN-BUILD PROJECT
CHANGE ORDER NO: 101 CYCLE TWO PONTOONS 2013

PRIME CONTRACTOR: [REDACTED] KIEWIT-GENERAL, A JOINT VENTURE
33455 6TH AVE S
FEDERAL WAY WA 98003-6335

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

Change proposed by Contractor

<p>ENDORSED BY: </p> <p>CONTRACTOR</p> <p>DATE: 7/11/13</p>	<p>SURETY CONSENT: Incorporated into this Change Order after page 11 as "Surety Consent", pages 1 through 3 of 3</p> <p>ATTORNEY IN FACT</p> <p>DATE</p>
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ORIGINAL CONTRACT AMOUNT: 367,330,000.00
CURRENT CONTRACT AMOUNT: 389,303,967.00
ESTIMATED NET CHANGE THIS ORDER: 22,434,528.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 411,738,495.00

Approval Required: () Region () Olympia Service Center () Local Agency

<p><input checked="" type="checkbox"/> APPROVAL RECOMMENDED</p> <p></p> <p>PROJECT ENGINEER</p> <p>DATE: 7-11-13</p>	<p>() EXECUTED</p> <p>EXECUTED:</p> <p></p> <p>STATE CONSTRUCTION ENGINEER</p> <p>DATE: 7-17-2013</p>	
<p><input checked="" type="checkbox"/> APPROVAL RECOMMENDED</p> <p></p> <p>REGIONAL ADMIN</p> <p>BY:</p> <p>DATE: 7/17/13</p>	<p>() EXECUTED</p> <p>OTHER APPROVAL WHEN REQUIRED:</p> <p></p> <p>SIGNATURE</p> <p>DATE: 7/23/13</p> <p>FHWA</p> <p>REPRESENTING</p>	

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CONTRACT NO: 007826 FEDERAL AID NO:
CONTRACT TITLE: SR 520 PONTOON CONSTRUCTION DESIGN-BUILD PROJECT
CHANGE ORDER NO: 101 CYCLE TWO PONTOONS 2013

PRIME CONTRACTOR: XXXXXXXXXX KIEWIT-GENERAL, A JOINT VENTURE
33455 6TH AVE S
FEDERAL WAY WA 98003-6335

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

Change proposed by Contractor

<p>ENDORSED BY: _____</p> <p>CONTRACTOR _____</p> <p>DATE _____</p>	<p>SURETY CONSENT: Travelers Casualty and Surety Company of America</p> <p><i>Traci Sutton</i> _____ ATTORNEY IN FACT Traci Sutton</p> <p>7/11/13 _____ DATE</p>
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ORIGINAL CONTRACT AMOUNT: 367,330,000.00
CURRENT CONTRACT AMOUNT: 389,303,967.00
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<p>() APPROVAL RECOMMENDED () EXECUTED</p> <p>PROJECT ENGINEER _____</p> <p>DATE _____</p> <p>() APPROVAL RECOMMENDED () EXECUTED</p> <p>REGIONAL ADMIN: _____</p> <p>BY: _____</p> <p>DATE _____</p>	<p>EXECUTED:</p> <p>STATE CONSTRUCTION ENGINEER _____</p> <p>DATE _____</p> <p>OTHER APPROVAL WHEN REQUIRED</p> <p>SIGNATURE _____ DATE _____</p> <p>REPRESENTING _____</p>
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CG02v04 (revised Feb 2005)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225764

Certificate No. 005470600

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip G. Dehn, Terry K. Bartel, Tammy Pike, Paul A. Foss, Lisa Buller, Marie Huggins, and Traci Sutton

of the City of Omaha, State of Nebraska, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of May, 2013.

Farmington-Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie O. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of July, 2013

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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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:

All work shall be in accordance with Contract Documents listed in the Contract Form.

This change order addresses Category A and B changes in accordance with the General Provisions Section 1-04.4(3), as well as WSDOT directed changes in accordance with the General Provisions Section 1-04.4.

Description:

Unless specifically noted otherwise herein, the purpose of this change order is to compensate the Design-Builder and its consultants, subcontractors and suppliers in full for all outstanding claims or disputes of any nature, known or unknown, for additional compensation and/or contract time for which WSDOT is responsible under the Contract related to the Work performed up to and including Segment Physical Completion of the last Pontoon in Cycle 2.

The specific technical and design changes incorporated into the Pontoons constructed in Cycle 2 shall be addressed under a separate no-cost, no-time change order for documentation purposes.

Contract Documents:

The following Contract Documents are hereby modified as follows:

The Contract Form, Item 4.2 "Deadline for Physical Completion", previously modified by Change Order #10 and Change Order #85, is revised as follows:

Delete:

"The deadline for Project Physical Completion is August 29, 2014."

Add:

"The deadline for Project Physical Completion is January 7, 2015."

Exhibit B, WSDOT Identified Betterments, previously modified by Change Order #10 and Change Order #85, are revised as follows:

Delete:

"1A. Segment Physical Completion of the second delivery cycle of pontoons shall occur no later than November 4, 2012. The Design-Builder agrees to pay liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the second delivery cycle of pontoons after November 4, 2012, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder.

1B. Segment Physical Completion of the fourth delivery cycle of pontoons

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shall occur no later than October 1, 2013. The Design-Builder agrees to pay liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the fourth delivery cycle of pontoons after October 1, 2013, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder.

2. Segment Physical Completion of the final delivery cycle of pontoons shall occur no later than June 30, 2014. The Design-Builder agrees to pay liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the final delivery cycle of pontoons after June 30, 2014, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder."

Add:

"1A. Segment Physical Completion of the second delivery cycle of pontoons shall occur no later than March 15, 2013. The Design-Builder agrees to pay liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the second delivery cycle of pontoons after March 15, 2013, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder.

1B. Segment Physical Completion of the fourth delivery cycle of pontoons shall occur no later than February 9, 2014. The Design-Builder agrees to pay liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the fourth delivery cycle of pontoons after February 9, 2014, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder.

2. Segment Physical Completion of the final delivery cycle of pontoons shall occur no later than November 8, 2014. The Design-Builder agrees to pay liquidated damages according to Section 1-08.9(1) of the General Provisions for each day of delay in achieving Segment Physical Completion of the final delivery cycle of pontoons after November 8, 2014, and authorizes WSDOT to deduct these liquidated damages from any money due to the Design-Builder."

General Provisions:

Chapter 1 General Provisions, Section 1-08.9(1) Liquidated Damages For Delay, previously modified by Change Order #10 and Change Order #85, is revised as follows:

Delete:

"1. To pay (according to the following formula) liquidated damages for each day of delay in achieving:

- (a) Second Delivery Cycle Segment Physical Completion beyond November 4, 2012;
- (b) Fourth Delivery Cycle Segment Physical Completion beyond October 1, 2013;
- (c) Final Delivery Cycle Segment Physical Completion beyond June 30, 2014;
- (d) Project Physical Completion beyond August 29, 2014, and"

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Add:

"1. To pay (according to the following formula) liquidated damages for each day of delay in achieving:
(a) Second Delivery Cycle Segment Physical Completion beyond March 15, 2013;
(b) Fourth Delivery Cycle Segment Physical Completion beyond February 9, 2014;
(c) Final Delivery Cycle Segment Physical Completion beyond November 8, 2014;
(d) Project Physical Completion beyond January 7, 2015"

Measurement:

There is no specific unit of measure for the new lump sum item, CO 101 "Cycle Two Pontoons 2013",

Payment:

The lump sum item, CO 101 "Cycle Two Pontoons 2013", in the amount of Twenty Two Million Four Hundred Thirty Four Thousand Five Hundred Twenty Eight Dollars (\$22,434,528), shall be full and final compensation and settlement for all direct, indirect, overhead and other costs, including, but not limited to all impact or disruption costs of any nature, realized by the Design-Builder and/or its subcontractors, consultants, and suppliers for all Work performed through Cycle 2 Segment Physical Completion except as specified below.

WSDOT and the D-B have mutually agreed to defer the assessment of liquidated damages for Cycle 2.

Contract Time:

Contract Time is adjusted as described above in this change order.

Release:

By signing this change order, the Design-Builder, Kiewit-General JV, agrees and certifies that any and all claims or disputes of whatsoever kind or nature, known or unknown, through Segment Physical Completion of the final Cycle 2 Pontoon for which WSDOT is responsible under the Contract are satisfied in full and the State of Washington is hereby released and discharged in full from said claims or disputes.

Exceptions To Release:

The following matters are specifically excluded from the above release. These exceptions are an inclusive list of all work performed prior to Segment Physical Completion of the final Cycle 2 Pontoon, for which the Design-Builder is reserving certain rights. Inclusion in the list below does not constitute an acknowledgment by WSDOT that entitlement to a particular issue exists.

The Design-Builder reserves its rights, to the extent provided for under the Contract, to seek:

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An adjustment in the Contract Price only, not Contract Time, for escalation costs for labor, equipment, and materials associated with the time extension granted herein.

An adjustment in Contract Price and/or Contract Time, as applicable, to address the effect that tides may have, if any, on the float out dates on future cycles that occurs as a result of the adjustment in Contract Time granted herein.

An adjustment in the Contract Price only, not Contract Time, for added costs resulting from an increase in DBE requirements should WSDOT determine increased DBE participation is required as a result of the change order.

An adjustment in Contract Price, not Contract Time, for added maintenance cost for formwork, trestle, and crane mats on future cycles that occurs as a result of the adjustment of Contract Time granted herein.

An adjustment in Contract Price for the items listed below. There shall be no adjustment to Contract Time for the items listed below, unless the Work occurred after Segment Physical Completion of the final Cycle 2 Pontoon. (The PCO numbers listed below refer to Kiewit-General's Potential Change Order (PCO) tracking numbers, all of which are more specifically described in Attachment "A".

PCO #018 Tribal MOA fishing vs. float out
PCO #027 PCS Rebar Escalation
PCO #045 Post Tensioning Conflicts
PCO #050 Buy America Requirements for Thermal Control Piping
PCO #055 Revised Sand and Gravel Permit
PCO #062 Stormwater Pond Performance
PCO #063 Prevailing Wage for Towing
PCO #079 Type 3 Pontoon Relocation of PT Duct to relieve conflict with Ballast Port
PCO #083 Crack Repair in Pontoon Soffits
PCO #095 Demolition of Mock-up
PCO #096 Stop Work on Type 4 Keel Slab Pour Cycle 2
PCO #097 RFI 482 Type 4/4A Column Sleeve Conflict
PCO #100 RFI 484 - Type 1 pontoon W102 bar conflict - Cycle 2
PCO #101 RFI 483, 496 - Keel slab rebar spacing in Type 5, Type 4/4A, and 1/1A due to conflicts
PCO #105 RFI 479 - Adjustment of wall rebar in type 4 pontoons to achieve insert electrical isolation
PCO #107 Type 1/1A C105 Column Rebar
PCO #108 RFC Drawing Process Changes
PCO #109 Crack Repair in Pontoon Closure Pours
PCO #111 Cycle 2 Fish Handling Revisions
PCO #112 RFI 477 - Hawse Pipe Vertical Rebar Splice
PCO #118 Statistical Acceptance of Material
PCO #126 Crack Repair Pontoon Exterior Walls
PCO #129 RFI 407 - 90 Degree Tails Cycle 1 Type 1

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CONTRACT NO: 007826

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PCO #130 DBE Participation on Change Order Work
PCO #133 Crack Repair Pontoon Keel Slab
PCO #137 Precast Tail Cutting for PT Duct and Rebar Conflicts - Type 3
PCO #138 Repair void on Pontoon V Keel slab at FBL project
PCO #143 Pontoon U Hawse Pipe Inserts
PCO #145 RFI 577 - Top Deck PT Conflicts - Cycle 2-6
PCO #148 RFI 589 - Additional Bar to Sweep Ballast Ports
PCO #151 Materials Approval Engineer
PCO #155 Top Deck Insert Isolation Conflicts
PCO #189 Pontoon Rebar Moves for Electrical Isolation
PCO #190 RFI 598 - Using Shims for Isolation Issues
PCO #196 RFI 619 - C205 #5 Fillet Bar/CJ Conflict Type 3 at 1L/5-9T
PCO #197 FB&L Work Agreement - Towing Bollards
PCO #200 Cylinder End Grinder - Honing Machine
PCO #204 RFI 613 - M11 Clarification of 6" Fillet at Columns - SA28
PCO #206 A244 #9 Cable Track Bars in Type 3 and Type 1/1A Pontoons
PCO #209 RFI 622 - Moorage Cleat Insert - Rebar Congestion Type 4/4A
PCO #210 RFI 655 - Thinning Bar Tail Groups on A Pontoon Top Deck
PCO #211 RFI 659 - Type 3 - F204 #5 Interior Fillet Bar Conflict
PCO #213 Remove Concrete Cover On "A" Pontoon w/o Voids
PCO #219 Cycle 1 Escalation
PCO #221 Dredging of Launch Channel
PCO #222 Cycle 2 - Basin Fender Extension
PCO #223 Fall Protection Change from 6' to 4'
PCO #225 Remove Concrete Cover On "A" Pontoon w/ Voids
PCO #227 Cycle 2 - Broken Strands during Stressing
PCO #228 Cycle 2 - Leak Repair
PCO #229 Inspection & Repairs During Pontoon Float-Out
PCO #230 Two Coat Field Painting of Anchor Cable Tracks
PCO #231 Minor Underwater Repairs - Technical Language
PCO #232 Corrugated Pipe Inserts for Bollard anchor bolts
PCO #236 Cycle 1 & 2 - Temp Access Door Pourback Sequence
PCO #238 SSP Column Connections
PCO #239 LP HR Column Connections
PCO #240 Grout Tube Voids Ent A & Q

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

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CONTRACT NO: 007826				CHANGE ORDER NO: 101			
ITEM NO	GROUP NO	STD ITEM	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE
1033	02		CYCLE TWO PONTOONS 2013	L.S.	0.00	0.00	22,434,528.00

22,434,528.00
