



October 1, 2014

TO: Jeff Carpenter/Derek Case
MS 47354

THRU: Julie Meredith TH
NB 82-99

FROM: Tom Horkan/Mark Allison
NB 82-64

SUBJECT: Contract 7963
SR 520, Eastside Transit & HOV Project
Federal Aid No. (AC)NH-0520(046)
Change Order No. 94, Qppl Dispute Settlement

Attached for your review, approval and further processing is Change Order 94 **Qppl Dispute Settlement**. This Change Order is in accordance with General Provisions Section 1-04.4(1) "WSDOT-Initiated Changes" to provide the Design-Builder the equitable adjustment to the Contract Price for the disputed Qppl claim processed in accordance with General Provisions Sections 1-04.5 and 1-09.11.

Description of Change:

This change order provides additional compensation and contract time to the Design-Builder (D-B), Eastside Corridor Constructors (ECC), for added work and production impacts related to the design and construction of retaining walls 4B-24, ECC-45, 4B-52, 4B-53A, 4B-53B, 4B-38, 4B-46, 4B-48, 4B-61 and M-03. These walls were part of dispute argued in front of the Dispute Review Board for the project in accordance with General Provisions Sections 1-04.5. This change order settles any and all impacts and/or credits related to Contract Time/Milestone Completion Deadline for turnover of the Evergreen Point Area 2. In addition, this change order settles all outstanding issues, including productivity and time related impacts for potential change and claims by ECC against WSDOT through June 26, 2014. There are exceptions to the settlement of issues include the three Change Orders No.80 and 85 that were previously negotiated and had not been executed during the dispute period, but will now be executed in conjunction with this change order.

Separate change orders are being issued to ECC to incorporate contract changes required for other outstanding issues identified through June 26, 2014. Those change orders will be "no-cost" and "no-time", as all cost and time associated with such modifications/revisions is included in this change order (CO # 94).

Any previous change orders that included specific reservations and exclusions by ECC are superseded by this change order and all reservations and exclusions are waived by ECC. ECC has also waived their rights for any cumulative claim impact for any events that occurred on the project prior to June 26, 2014.

The two exceptions to the settlement of all outstanding issues are CO #080 "Wall 4B-01 Delays" and CO 85 Transit Facilities Specifications which will be executed as previously negotiated and agreed to without reservation of rights.

Evolution of Change:

This change order addresses the following primary areas where entitlement for additional compensation and/or contract time is warranted.

- QPGL Dispute
- Evergreen Point Area Turnover
- All Outstanding Issues Through June 26, 2014

These changes affected several areas of construction as well as project completion activities. Settlement of the various outstanding change issues includes resolution of issues from throughout the life span of the Project.

QPGL DISPUTE

ECC is responsible for design and construction of retaining walls 4B-24 and ECC-45 in the Bellevue Way area in the vicinity of the southwest quadrant of the SR 520 undercrossing at Bellevue Way NE. Wall 4B-24 supports the eastbound off-ramp from mainline SR 520 to Bellevue Way NE. Wall ECC-45 supports a combination cut and fill on the right side of the same off-ramp. Soil retained by these walls included Quaternary Pre-Vashon Glaciolacustrine (Qpgl) and Qpgl disturbed soils.

WSDOT's review of the D-B's geotechnical design for these walls concluded that the design of Walls 4B-24 and ECC-45 were not in compliance with the Contract. Concerns focused on the following design parameters:

- Design Strength – ECC determined design strength for the soil based on sheer strength instead of the more conservative residual strength;
- Soil Units Qpgl and Qpgl Disturbed – ECC determined that Qpgl and Qpgl Disturbed soil could be treated as a single soil unit based on observations instead of as two distinct soil units, Qpgl (U6) and Qpgl Disturbed (U7) as detailed in the Geotechnical Baseline Report (GBR).
- Groundwater – ECC evaluated the groundwater and assumed that Qpgl and Qpgl soil was unsaturated (no groundwater pressure) vs. saturated.

This determination by WSDOT resulted in the redesign of these retaining walls along with revisions to other design submittals and construction plans for eight additional walls. ECC claimed this impacted construction costs and resulted in delays to the Project.

ECC proceeded with the redesign and construction but protested WSDOT's interpretation of the design requirements. They contended that their original design was in compliance with the Contract and that WSDOT's direction created new, more stringent Contract requirements that directly resulted in additional work and delays. Negotiations to resolve this dispute have been on-going since this issue was identified, and included a Dispute Review Board (DRB) hearing and resulting recommendations that indicated the DRB felt WSDOT had constructively changed the Contract requirements and that ECC had failed to properly evaluate groundwater impacts.

Timeline of Significant Events:

- August 25, 2011 – ECC Begins Excavation of Bellevue Way Cut Slope.
- October 28, 2011 – Cracks in Bellevue Way Area Slope observed.
- November 27, 2011 – Landslide event occurs at Bellevue Way Area Slope.
- December 2, 2011 – Stop work notice issued for excavation at Bellevue Way Area. Investigation and analysis was conducted during this period to understand slope conditions and measures needed to stabilize.
- February 20, 2012 – WSDOT advised ECC that Final Geotechnical submittal for Walls 4B-24 and ECC-45 did not meet the contract requirements for soil parameters.
- March 2, 2012 – WSDOT and ECC meet to review contract requirements for using soil parameters other than “residual” in Qp_{gl} and Qp_{gl} disturbed soil units.
- March 7, 2012 – Geotechnical design and analysis of Retaining Wall 4B-24 submitted by ECC to WSDOT for review and comment.
- March 7, 2012 – WSDOT confirms 2/20/12 finding regarding strength parameters and determines that submittal for Wall 4B-24 (dated 3/7/12) is unacceptable.
- March 9, 2012 - WSDOT issued an Interpretative Engineering Decision (IED) regarding the term “Seattle Clay” as used in the GDM stating that: “Seattle Clay is a local term that refers to glacially over-consolidated clay. Qp_{gl} and Qp_{gl} disturbed on this contract are Seattle Clay.”
- March 14, 2012 - ECC files a letter of protest pursuant to General Conditions Section 1-04.5(1), requesting that WSDOT reconsider its position or issue a change order.
- March 27, 2012 – WSDOT advises ECC that audit has determined that a total of ten retaining wall designs (including 4B-24 and ECC -45) are not in compliance with the Contract.
- April 10, 2012 - ECC issues a notice of protest, regarding WSDOT's audit findings of non-compliance.
- April 16, 2012 - ECC submits a follow-up letter to WSDOT advising that the re-design of Wall 4B-24 and associated walls was ongoing but that until that re-design

was complete or at least accepted by WSDOT, ECC could not estimate the cost of the protested Work or the resultant schedule change or disruption.

- May 10, 2012 - ECC transmits a letter with a preliminary estimate in the range \$17 to \$19 million for the cost of the protested Work, along with a 6 to 8 month delay to the project schedule.
- July 26, 2012 - ECC's Notice of Design Change (NDC # 209) for the re-design of Wall 4B-24 (Wall 4B-24 ALT) was signed by ECC's Design Manager and submitted to WSDOT with the State's concurrence following on August 2, 2012.
- September 5, 2012 – NDC 241 issued for Alternative Construction Plans for Roadway and Structure on Wall 4B-24.
- Week of September 11, 2012 – Construction of impacted walls begin.
- October 2012 - Following meetings and unsuccessful attempts by the parties, through the partnering process, to resolve their differences the Wall 4B-24 dispute was referred to the Disputes Review Board (DRB) for hearing.
- May 20-22, 2013 – DRB hearing conducted.

Entitlement Review:

The DRB unanimously recommended ECC's entitlement to an equitable adjustment "as a result of WSDOT's constructive changes to the Contract in having ECC design and construct Wall 4B-24 beyond the requirements of the Contract Documents." In summary, the DRB recommended in ECC's favor in terms of design strength and use of a single soil unit, while recommending in favor of the State regarding groundwater saturation assumptions.

WSDOT did not agree to follow the DRB recommendations. ECC then filed a claim for compensation based on their perceived impacts. WSDOT also formally rejected the claim, but did agree to enter into settlement discussions in an attempt to settle the dispute. Negotiations resulted in this proposed settlement following discussions escalated to the Chief Engineer and State Construction Engineer and Executives with the ECC Joint Venture.

EVERGREEN POINT AREA TURNOVER

The Contract established a Contract Time/Milestone Completion Deadline of 7/28/13 for scope identified as the "Evergreen Point Area" and detailed liquidated damages (LD's) that would be assessed if the Contractor failed to meet this deadline. This requirement was modified by CO #003 Fairweather Bay Issue.

The State reserved rights to assess liquidated damages based on ECC's late performance, while the D-B protested the State's right to assess LD's, based on pending negotiations on a change order to transfer some work to WSDOT's adjacent Floating Bridge and Landings contractor. This CO #084 has been agreed to and will also be signed at the same time as this change order.

Timeline of Significant Events:

- October 2010 – Award Contract
- December 1, 2010 – First Charged Working Day
- May 2012 – Qppl related impacts first appear as time impact analysis (TIA) in schedule.
- July 18, 2012 – WSDOT returns schedule for correction, Evergreen Point Milestone date extending beyond deadline of 7/28/13.
- October 2012 – CO #003 Fairweather Bay Issues executed. Modifies Evergreen Point Area Interim Milestone as follows:

“The completion of the landscaping, roadway barrier/lighting, the Park and Ride lot, top lift paving, final striping and Evergreen Point Road Transit Facility Work inside Area 2 shown on AC-3 in Appendix M7 will be deferred from July 28, 2013 Evergreen Point Area Interim Milestone to occur as follows:

- a. All non-landscaping work shall be completed by November 1, 2012.
 - b. All deferred landscaping work shall be completed prior to the Contract’s Physical Completion milestone.
 - c. The Design Builder shall be responsible to coordinate with FB&L Design Builder to avoid any schedule delays or additional costs accruing to WSDOT from the FB&L Design Builder.”
- November 2012 – Schedule modified. One milestone called “Complete Evergreen Point Area by July 28, 2013” becomes two milestones. Now “Complete First Phase Evergreen Point by July 28, 2013” and “Remaining Evergreen Point Work by November 1, 2013”. Schedule Narrative on Nov 2012 says that all Evergreen Point work will complete on time.
 - July 26, 2013 – WSDOT sends ECC summary of July 28, 2013 Evergreen Milestone Turnover modifications that are being coordinated with FB&L Contractor. This will become the basis for CO #084 “EGP Turnover Area Work” negotiations.
 - December 3, 2013 – WSDOT notifies ECC of assessment of liquidated damages for work not completed at Evergreen Point at \$30,000 per day beginning on November 1, 2013.
 - December 18, 2013 - ECC provides protest to assessment of liquidated damages on the basis of meeting the intent of CO #003, pending negotiations of CO #084 and impacts yet to be negotiated related to the Qppl Dispute.
 - Negotiations have been on-going related to this issue since that time with discussions of sending it before the DRB for consideration.

Entitlement Review:

The issue of liquidated damages assessment has been settled as part of the QPGL settlement. The date for the Evergreen Turnover for Area #2 will be modified to October 31, 2014.

Resulting Impacts

Changes to the Work included in this settlement impacted the D-B's ability to perform its work as planned. Added and changed work caused the D-B to re-sequence and re-plan its work, which impacted productivity and extended the project duration. This in turn caused un-planned escalation cost and increased the D-B's and subcontractors risk. These impacts will continue throughout the life of the project.

Productivity:

- **Impact to Plan**
In repetitive work, such as when constructing similar walls or embankment, contractors expect to realize improvements in its production rates. The changes and delays to the work on this project did not allow the D-B to realize improvements to its productivity to the extent possible had there been no changes.
- **Inefficiencies Due to Change**
Production rates can be hampered due to numerous influences including changes to the work. Change can cause labor to work in less than ideal environments such as congested work area, unplanned overtime, re-sequenced work, worse weather, and other negative impacts. This project realized several of these influences resulting in higher costs and longer durations.

Time Related Effect:

- **Resources**
This project requires a substantial number of resources that have daily cost, whether utilized or not. Those primary resources include staff, equipment, infrastructure, tools and supplies. For those items that do not have daily cost, they may have maintenance or replacement costs due to extending their duration or use on the project.
- **Escalation**
Commodities such as steel, petroleum products, lumber and most everything involved in construction experience escalation costs during the life of a multi-year project. Though escalation is expected to be included in bids, it is not expected to cover

periods of time beyond that required in the Contract nor for interruptions or suspensions during the original schedule.

- **Risk**
Known changes to the work and related impacts can be priced and included in the estimates to perform the work; however risks are more difficult to determine an appropriate amount. Those related to time for this project includes potential costs to replace/repair formwork and other similar infrastructure items.

Entitlement Review:

The changes made by WSDOT caused impacts to the work resulting in added cost to the D-B and its subcontractors through poor production rates, inefficiencies, and extended durations. The D-B is entitled to added cost and time for these impacts.

Settlement of Outstanding Changes and Issues

Description:

The D-B had previously reserved its rights to seek compensation and/or time for numerous issues. Most of these issues have been resolved through previous change orders or closed without merit. This change order includes settlement of all outstanding issues whether known or unknown to ECC, with two exceptions specifically listed in this change order.

Individual Change Orders Required:

Although included in the settlement costs and time within this change order some issues will require a no cost/no time change order to incorporate the design and or specifications changes into the Contract. Those change orders are currently in various stages and will follow the standard process independently of this change order.

Entitlement Review:

Due to impacts caused by WSDOT, some of the outstanding issues may have been compensable. Those potential costs and/or time are included in the settlement of this change order.

Prior Approval

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

Price:

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. This is an administrative change order that was negotiated to settle the disputed claim for the total lump-sum cost of \$27,000,000.

Contract Time:

Contract time was affected by this change. The Design-Builder's request for time was reviewed and as a result of negotiations, an agreement was reached for the amount of time the various milestones and the project would be extended.

Release and Exceptions

This change order releases WSDOT from all claims or disputes through June 26, 2014, except for specific issues reserved by the Design-Builder. The specific matters excluded are listed in the change order. The two exceptions will be settled by change orders to be signed at the same time as this change order.

Attachments:

- Change Order No. 94, Qppl Dispute Settlement
- Change Order Checklist
- Attachment "A" Approvals/Concurrences
 - ❖ Project Engineer's approval given by
 - ❖ WSDOT Region Approval given by Tom Horkan
 - ❖ WSDOT HQ Approval given by Derek Case
 - ❖ FHWA Approval given by

TH:jd

cc: J. Schurman
File: 16.03.xx

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

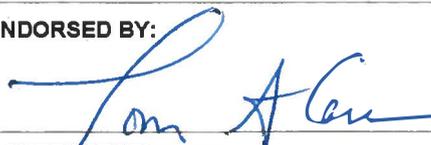
DATE: 09/25/14
Page 1 of 8

CONTRACT NO: 007963 FEDERAL AID NO:
CONTRACT TITLE: SR 520, EASTSIDE TRANSIT AND HOV PROJECT A DESIGN
CHANGE ORDER NO: 94 QPGL DISPUTE SETTLEMENT

PRIME CONTRACTOR: [REDACTED] EASTSIDE CORRIDOR CONSTRUCTORS
585 W BEACH ST
P O BOX 50085
WATSONVILLE CA 95077-5085

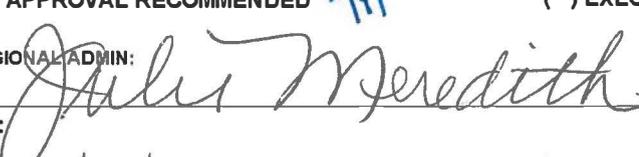
Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

<p>ENDORSED BY: <u></u></p> <p>CONTRACTOR _____</p> <p>DATE <u>9/26/14</u></p>	<p>SURETY CONSENT: _____</p> <p align="center"><u>(see attached)</u></p> <p>ATTORNEY IN FACT _____</p> <p>DATE _____</p>
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ORIGINAL CONTRACT AMOUNT: 306,278,000.00
CURRENT CONTRACT AMOUNT: 336,765,991.51
ESTIMATED NET CHANGE THIS ORDER: 27,000,000.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 363,765,991.51

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

<p><input checked="" type="checkbox"/> APPROVAL RECOMMENDED () EXECUTED</p> <p><u>Mark R. Allison</u></p> <p>PROJECT ENGINEER</p> <p>DATE <u>9/26/2014</u></p>	<p>EXECUTED: <u></u></p> <p>STATE CONSTRUCTION ENGINEER</p> <p>DATE <u>10-13-14</u></p>
<p><input checked="" type="checkbox"/> APPROVAL RECOMMENDED TH () EXECUTED</p> <p>REGIONAL ADMIN: <u></u></p> <p>BY: _____</p> <p>DATE <u>10/8/14</u></p>	<p>OTHER APPROVAL WHEN REQUIRED</p> <p><u></u> <u>10/8/14</u></p> <p>SIGNATURE _____ DATE</p> <p>REPRESENTING <u>Chief Engineer Anthony</u></p> <p align="right"><u>10/13/14</u> FHWA</p>

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

DATE: 09/25/1
Page 2 of 8

CONTRACT NO: 007963

CHANGE ORDER NO: 94

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 three lines have been replaced with the following:

All work, materials and measurements shall be in accordance with the Contract documents for this Project.

This change order shall be processed in accordance with Category 4 of General Provisions Section 1-04.4(1) WSDOT-INITIATED CHANGES.

DESCRIPTION:

On or about November 1, 2013 the Design-Builder submitted a certified claim in compliance with General Provisions Section 1-09.11(2) (QPGL Claim). This Change Order sets forth the terms agreed to between the parties to fully resolve and settle the QPGL Claim. In addition to the changes to the Contract Documents noted below, WSDOT agrees to accept the design methodologies and criteria as validated to be compliant with the Contract.

CONTRACT DOCUMENTS:

The following Contract Documents are hereby modified as follows:

1.DESIGN-BUILD CONTRACT FORM Section 4.2 Deadline for Substantial Completion is revised as follows:

Delete the first paragraph and replace with the following:

"The deadline for Substantial Completion of the Project is December 31, 2014. No extension of said deadline shall be effective unless in writing signed by WSDOT".

2.DESIGN-BUILD CONTRACT FORM SECTION 4.3 Deadlines for Physical Completion and Completion is deleted and replaced with the following:

The deadline for Physical Completion is May 31, 2015 and the deadline for Completion is August 30, 2015. See General Provisions Section 1-08.5(2) for information regarding the requirements to be met in order to achieve Physical Completion, and see General Provisions Section 1-08.5(3) for information regarding the requirements to be met in order to achieve Completion.

3.DESIGN-BUILD CONTRACT FORM EXHIBIT B, WSDOT IDENTIFIED BETTERMENTS, item 1, is deleted in its entirety and replaced with the following:

"Substantial Completion for the entire Project shall occur on December 31,

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

DATE: 09/25/1
Page 3 of 8

CONTRACT NO: 007963

CHANGE ORDER NO: 94

2014. The Milestone dates for the East Approach & Maintenance Facility Area Work remain unchanged from the RFP minimum requirements. The Milestone for the Evergreen Point Area 2 Work set in Contract Form D and revised in Change Order 3 is changed to October 31, 2014".

4. PROPOSAL FORM D CONTRACT TIME/MILESTONE COMPLETION DEADLINES are revised as follows:

The Contract Time Bid is revised from 1115 Calendar Days to 1491 Calendar Days (December 31, 2014).

Line B: Evergreen Point Area Work Milestone completion Deadlines Proposed Duration is revised from 970 Calendar Days to 1430 Calendar Days (October 31, 2014).

5. General Provisions Section 1-08.5(2) PHYSICAL COMPLETION, is revised as follows:

In the first paragraph, delete the first sentence "The Design-Builder shall achieve Physical Completion within 90 Calendar Days of Substantial Completion".

Delete Item "(c) Design-Builder has satisfied all requirements regarding Final Cleanup pursuant to Section 1-04.11; and" and replace with, "(c) Design-Builder has satisfied all requirements regarding Final Cleanup pursuant to Section 2.33; and,".

Delete Item (d) "Design-Builder has finished the Design Documentation Package and Project File in compliance with Section 2.2.".

6. General Provisions Section 1-08.5(3) COMPLETION, is revised as follows:

In the first paragraph, delete the second sentence "Completion of the Contract shall occur within 90 Calendar Days of Physical Completion.".

7. General Provisions Section 1-08.4(1) GENERAL is supplemented with the following:

"The Design-Builder and WSDOT will work cooperatively and collaboratively and with the appropriate caliber and quantity of Project resources to timely and efficiently close-out the Project. Cooperation and collaboration are defined to include, but are not limited to, making reasonable effort to: 1) provide traffic closures for Project work where possible; 2) expedite the review and signoff of completed punch list work; 3) participate in executive partnering (including rapid escalation and resolution of disputes); and 4) expediting NCR/NCI close-out and concentrating on those documents necessary for WSDOT record files.".

8. General Provisions Section 1-08.5 is supplemented with a new Subsection 1-08.5(1).4 EVERGREEN POINT AREA 2 SUBSTANTIAL COMPLETION as follows:

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

DATE: 09/25/14
Page 4 of 8

CONTRACT NO: 007963

CHANGE ORDER NO: 94

"1-08.5(1).4 Requirements for Substantial Completion of Evergreen Point Area 2

The Design Builder shall achieve Substantial Completion of Evergreen Point Area 2 by October 31, 2014 for all Work inside Area 2 (except lid landscaping) as shown in Exhibit A on Pages 7 and 8 of 8 of this Change Order. Upon Substantial Completion, the Design-Builder shall vacate Area 2 so it can be made available to WSDOT's design-builder on the Floating Bridge and Landings (FB&L) project.

Substantial Completion of Evergreen Point Area 2 work is defined as:

(a) The Design-Builder has corrected, pursuant to the provisions of General Provisions Section 1-08.5(1).2 all defects, deficiencies, and deviations with respect to the Work in Area 2 and WSDOT has notified the Design-Builder in writing of its acceptance (or waiver pending Physical Completion) of such corrections; , and WSDOT's acceptance shall not be unreasonably withheld or delayed ; provided that Final Cleanup, initial planting and the items described in General Provisions Section 1-08.5(2) shall not be required to be performed as a condition to Substantial Completion with the exception all Punch List items which must be completed.

(b) The Design-Builder has received all applicable Government Approvals required to be obtained by the Design-Builder for Area 2 Work pursuant to the Contract;

(c) Design-Builder has obtained all design and construction approvals by Utility Owners for Work in Area 2; and,

(d) As long as WSDOT's agreement is not unreasonably withheld or delayed, a Punch List for the Area 2 Work has been mutually agreed to by WSDOT and the Design-Builder and the Punch List work has been completed.

Upon compliance with all requirements, the WSDOT Engineer will give the Design-Builder written notice of the Substantial Completion Date for Evergreen Point Area 2.

It has been agreed to by the parties to modify the scope of Work in the Evergreen Point Area 2 to avoid delay and facilitate turnover of the area to the adjacent design-builder on the FB&L project. This modification is being done pursuant to Design-Builder initiated Change Order #84. The modifications are included in Exhibit A noted above. Change Order #84 shall be executed simultaneously with this Change Order #94. Failure to execute Change Order #84 renders this Change Order #94 null and void."

9. General Provisions Section 1-08.9(8) LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK IN EVERGREEN POINT is deleted in its entirety.

10. Technical Requirements Section 2.2.3.3.9 Final Design Documents revise the first sentence in the first paragraph to read as follows:

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

DATE: 09/25/14
Page 5 of 8

CONTRACT NO: 007963

CHANGE ORDER NO: 94

"Prior to Completion or termination of the Contract, the Design-Builder shall collect and submit all design documents prepared in the performance of the contract."

MEASUREMENT:

There is no specific unit of measure for the new lump sum item, "Qqgl Dispute Settlement"

PAYMENT:

The lump sum item, "Qqgl Dispute Settlement", in the amount of Twenty Seven Million dollars (\$27,000,000) 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 June 26, 2014. Following submittal of a pay application from the Design-Builder, WSDOT will make payment pursuant to the Contract payment terms.

CONTRACT TIME:

Contract Time and applicable milestone dates are adjusted as described above in this Change Order. ECC will provide a new Baseline Candidate Schedule pursuant to Section 1-08.3(6) reflecting the adjusted milestone dates described in this Change Order within 30 Days of execution of this change order.

RELEASE:

Unless specifically excluded below, by signing this change order, the Design-Builder agrees and certifies that any and all claims and/or disputes of whatsoever kind or nature known and/or unknown relating to the Project for Work performed through June 26, 2014, including, but not limited to, unexecuted proposed change orders, and potential change orders and issues for which WSDOT is or may be responsible under the Contract are satisfied in full and the State of Washington is hereby released and discharged in full from said claims and/or disputes.

Exceptions:

- 1) Draft Change Order #80 regarding stop work notice on wall 4B-01 will be executed as negotiated with no reservations of rights by ECC.
- 2) Draft Change Order # 85 regarding Transit Station Specification changes and credits will be executed as negotiated with no reservation of rights by ECC.

WSDOT agrees to accept the design methodologies and criteria as validated to be compliant with the Contract.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

DATE: 09/25/1.
Page 6 of 8

CONTRACT NO: 007963				CHANGE ORDER NO: 94			
ITEM NO	GROUP NO	STD ITEM	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE

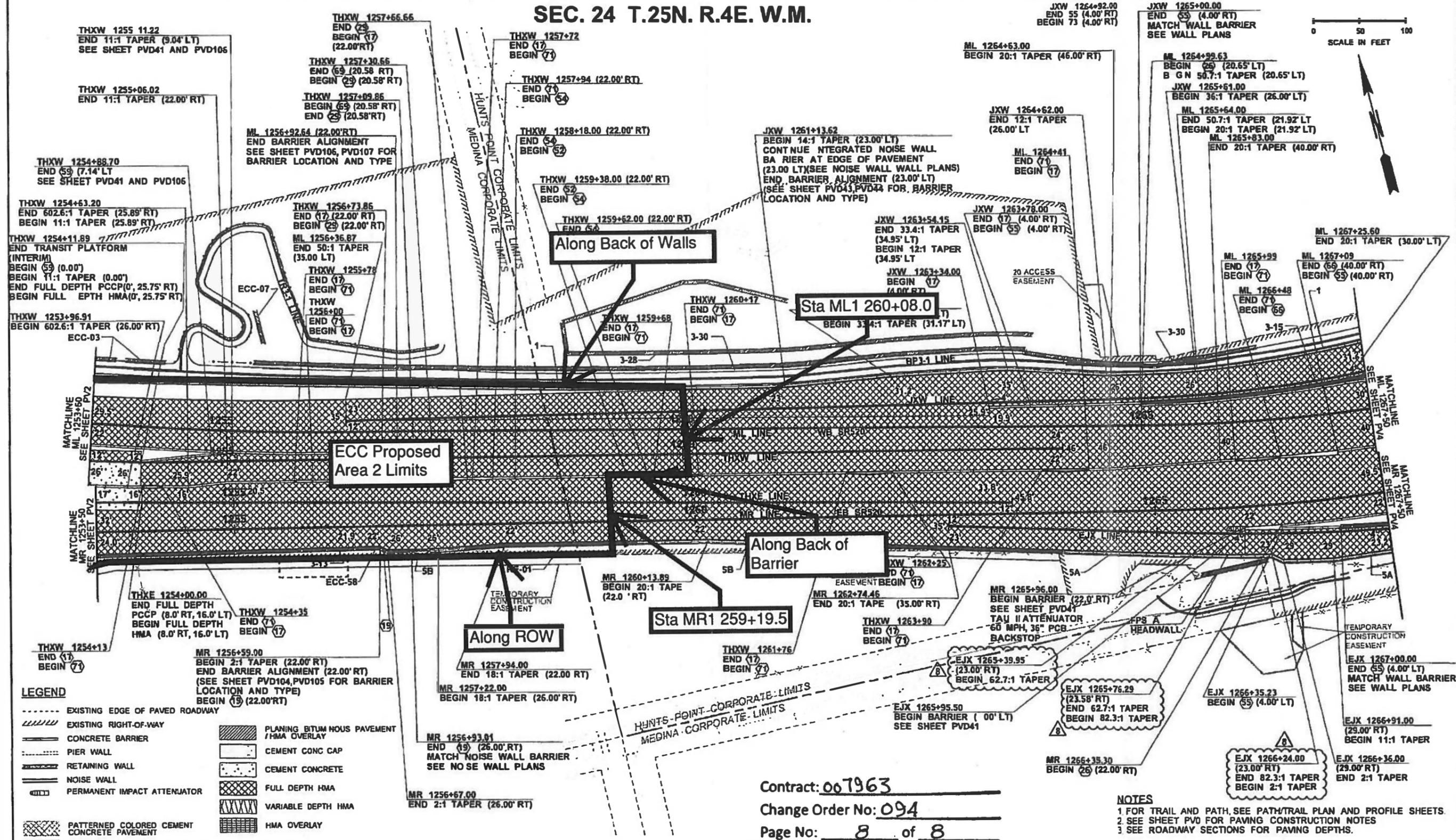
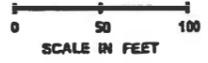
1060	01		QPGL DISPUTE SETTLEMENT	L.S.	27,000,000.00	1.00	27,000,000.0
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27,000,000.0
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SEC. 24 T.25N. R.4E. W.M.

JXW 1264+92.00
END 55 (4.00' RT)
BEGIN 73 (4.00' RT)

JXW 1265+00.00
END 55 (4.00' RT)
MATCH WALL BARRIER
SEE WALL PLANS



LEGEND

- EXISTING EDGE OF PAVED ROADWAY
- ===== EXISTING RIGHT-OF-WAY
- ===== CONCRETE BARRIER
- PIER WALL
- ===== RETAINING WALL
- ===== NOISE WALL
- ===== PERMANENT IMPACT ATTENUATOR
- ===== PATTERNED COLORED CEMENT CONCRETE PAVEMENT
- ===== PLANING BITUMINOUS PAVEMENT / HMA OVERLAY
- ===== CEMENT CONC CAP
- ===== CEMENT CONCRETE
- ===== FULL DEPTH HMA
- ===== VARIABLE DEPTH HMA
- ===== HMA OVERLAY

Contract: 007963

Change Order No: 094

Page No: 8 of 8

NOTES

- 1 FOR TRAIL AND PATH, SEE PATH/TRAIL PLAN AND PROFILE SHEETS.
- 2 SEE SHEET PVD FOR PAVING CONSTRUCTION NOTES
- 3 SEE ROADWAY SECTIONS FOR PAVING DEPTHS.

FILE NAME: c:\pw_working\lar520\mroh\ltdms00188\ECCT963 PS PV 03.dgn		TIME: 2:31:32 PM		RELEASE FOR CONSTRUCTION RECORD		REGION NO. STATE		FED.AID PROJ.NO.		CCN		Washington State Department of Transportation		SR 520 MEDINA TO SR 405 VICINITY EASTSIDE TRANSIT AND HOV		Plot 1 PLAN REF NO PV3	
DATE: 1/28/2014		NWSA MANHOLE CONFLICT, F457		1/28/14		10 WASH		(AC)NH-0520(046)		020614		Eastside Corridor Constructors		PAVING PLAN		E-REV	
PLOTTED BY: mrohla		BARRIER TYPE REVISIONS, F298		10/2/13		JOB NUMBER 10A027		LOCATION NO. XL3390		7963						SHEETS	
DESIGNED BY: A. SCHMIDT N		BARRIER ADJUSTMENTS, F164		7/1/13		CONTRACT NO. 7963											
ENTERED BY: D. FRANKUM.P.WOLF		FPS A EXTENSION, F100		12/20/12													
CHECKED BY: M. TOY		NOISE WALL 1 / 3-30 REVISIONS, N197		6/5/12													
DOAM AUDIT DATE: RYM 1/31/14		FB&L CHANGES, N124; BARRIER ADJUSTMENTS, N121		4/27/12													
DESIGN NGR: B. STEIN 2/5/14		DESCRIPTION		DATE		NO.											