

Memorandum

JAN 16 ,2019

TO:

Derek Case, PE

MS 47354 / 360-705-7826

JAN 24 2019

RECEIVE

THRU:

Paul Johnson, PE

NB82-230 / 206-805-2920

FROM:

Andrew P. Walter, P.

NB82-230 / 206-805-5452

SUBJECT:

007999 - SR99 Bored Tunnel Alternative Design-Build Project

Federal-Aid No. BR-NH-STP-STPF-0099(111) CO 203 R1 – PCO 640, SURFACE TEXTURING

Attached for HQ execution is Change Order 203 R1, "PCO 640, SURFACE TEXTURING".

DESCRIPTION:

This Change Order compensates the Design-Builder (D-B) for costs associated with performing additional roadway surface texturing. This change was initiated as PCO 640. The work will be performed using a surface abrasion technique, or shot blasting, and includes disposal of removed materials from the roadway surface. The surface abrasion for the subject concrete surfaces will achieve skid resistance friction values between 35 and 55, with a target value of 40 in accordance with ASTM E274 for friction, wet, using a ribbed tire. The texturing will be done by a Skidabrader (or equivalent) machine.

This Change Order reserves the D-B's rights to seek compensation for added insurance costs that may result as it relates to the subject Change Order.

This Change Order reserves the D-B's rights to seek a time extension to the applicable Completion Deadlines and/or compensation related to that time extension.

EVOLUTION OF CHANGE:

Upon completion of the pavement in the tunnel, it was observed that while the finished pavement surface did meet the requirements of the contract, it did not appear to have adequate surface roughness. Consequently, additional testing of skid values was requested from the headquarters pavement management unit. The results confirmed the skid values of the completed pavement were below the target skid friction value of 30, with test results generally in the mid-twenties.

After consulting with Jeff Uhlmeyer, State Pavement Engineer, and Kim Willoughby, State Pavement Management Engineer, WSDOT requested the D-B perform additional surface texturing of the pavement as described above, to increase the skid numbers to a minimum of 35 prior to opening the tunnel to traffic at the beginning of February 2019.

ENTITLEMENT:

STP is entitled for compensation to construct this additional work to the Contract at WSDOT's request.

PRICING THE CHANGE:

In response to WSDOT's request for a proposal, on January 4, 2019 the D-B submitted a proposal for \$574,019. Due to a change in scheduling of the work, on January 11, 2019 the D-B re-submitted pricing in the amount of \$610,966. The pricing and the negotiation reflect our need for an urgent response because of the imminent opening of the tunnel to traffic. Through negotiations, WSDOT and the D-B agreed to a total Change Order value of \$590,800, which is within 10% of the WSDOT Engineer's Estimate.

PRICE:

The new Lump Sum Bid Item "CO 203, PCO 640, TEXTURING SUPPORT" in the amount of \$178,900.00, will be full and final payment for all costs associated with D-B support for PCO 640. This includes, but is not limited to, field supervision and coordination, field support and documentation, traffic control, protection of drainage inlets, disposal of removed materials and debris, air monitoring, response to RFIs, and review of submittals, and redlines as needed.

The new Lump Sum Bid Item, "CO 203, PCO 640, MOBILIZATION" in the amount of \$33,500.00, will be full and final payment for all mobilization costs associated with PCO 640.

"CO 203, PCO 640, TEXTURING", per square yard. The unit Contract price (\$4.73), when applied to the number of units measured for this item (estimated at 80,000 square yards), will be full and final payment for all costs associated with PCO 640 and texturing roadway as directed by WSDOT. The provisions of Contract Article 10.1.2 shall apply should the actual quantities vary from the estimated quantity.

CONTRACT TIME:

This Change Order reserves the D-B's rights to seek a time extension to the applicable Completion Deadlines and/or compensation related to that time extension.

APPROVALS:

- Andrew P. Walter, P.E., Contract Administrator, gave approval to proceed December 28, 2018
- Paul Johnson, P.E., SR99 Tunnel Director, approved the change January 4, 2019
- Derek Case, P.E., HO Construction, approved the change January 7, 2018
- Lindsey Handel, P.E., FHWA, approved the change January 9, 2019
- Mario Mathisen, Program Management gave funding concurrence January 4, 2018

ATTACHMENTS TO THE MEMO:

- Change Order
- Change Order Checklist
- Engineer's cost estimate
- Approvals and Concurrences listed above

If you have any questions, please contact Kyle Goldsmith at 206.805.5436.

kgg

cc: Project File

Contract 7999 Design-Build Change Order Checklist Cont. #: 7999 Cont. Title: SR 99 Bored Tunnel Alternative- Design Build Project C.O. Title: C.O. #: 203 R1 PCO 640, SURFACE TEXTURING Design-Builder Initiated. Agency Initiated. **Executed by the State Construction Office** 1. Cost or credit equal to or greater than \$500,000.*1,*3, *5 Yes □No 2. Change in the contract documents beyond the scope, intent or termini of the **■**No ☐Yes original contract.*2, *5 ☐Yes ■No 3. Change in DBE conditions in Section 8 and Appendix 6 of the Conformed Contract including the DBE Goal of 8%. *5 4. Change in contract time greater than 30 working days. *1, *5 Yes ■No II. Executed by the Region 5. Cost or credit greater than or equal to \$100,000 but not to exceed \$500,000.*1,*4 Yes ■ No Change in contract time greater than 10 and not to exceed 30 working days.*4 ☐Yes ■No III. Executed by the Project Engineer ■No ☐ Yes 7. Determination of impacts and/or overhead. ☐ Yes ■No Design or construction work that does not comply with the Mandatory Standards. 9. Change to Section 1 thru 26 and the Appendices of the Conformed Contract. ☐ Yes ■No 10. Change to a technical requirement in any of the following sections: Design Deviations, Geotechnical Design, Pavement, Project Documentation, Bridges and ☐Yes ■ No Structures, Control of Materials, QMP Requirements, or WSDOT Standard Specifications. 11. Determination of a Differing Site Condition (Section 5.7.3 of the Conformed Contract). ■No ☐ Yes 12. Settlement of a Claim (Section 24.3 of the Conformed Contract). ■No ☐ Yes Yes □No 13. Changes in the Work (Section 11 of the Conformed Contract). 14. Design Builder Initiated Changes (Section 12 of the Conformed Contract). ☐ Yes ■No Approvals obtained: (Obtain all REQUIRED approvals regardless of execution authority) 12/28/18 Project Engineer: (REQUIRED) Andrew P. Walter Date: Region: *5 (REQUIRED) Paul Johnson Date: 1/4/19 State Construction Office: (REQUIRED) Derek Case Date: 1/7/19 Date: FHWA: *1 Lindsey Handel 1/9/19 Mario Mathisen 1/4/19 Other: (Funding/Maintenance/Local Agency/Surety) Date: CO Reason(s) (See CCIS Source/Outcome): AK; 01; PD; AW; OC Kyle Goldsmith 12/26/18 Change Order Prepared By: To be completed by the Region: Is this change eligible for Federal participation where applicable? Date: Change Order reviewed by: *1 Change (Cost or Credit) greater than \$200,000 or greater than 30 days on Projects Of Division Interest (PODI) requires FHWA approval.

- (see Construction Manual Chapter 1-00.10, Chapter SS 1-04.4, and State Construction Office web page).
- Per RCW 47.28.050, any change beyond \$7,500 that is beyond the original scope shall go through the competitive bidding process.
- *3 Engineering error changes over \$500,000 requires reporting (See reporting instructions & template on State Construction Office web page).
- Region level execution authority is delegated per the memo signed by the AWV Administrator.
- Region level approval for Change Orders executed by the State Construction Office shall be obtained from the AWV Administrator. All other Region level approvals shall be obtained from the Tunnel Director.

This form represents the minimum information required by the State Construction Office. If you wish to supplement this Information, you may do so on a separate sheet of paper.

DATE: 01/11/19
Page 1 of 26

CONTRACT NO:

007999

FEDERAL AID NO: STP-BR-IM-0099 (11

CONTRACT TITLE:

SR

SR 99, BORED TUNNEL ALTERNATIVE - DESIGN BUILD PRO

CHANGE ORDER NO: 203 RL PCO 640, SURFACE TEXTURING

PRIME CONTRACTOR: SW0080679

ESTIMATED NET CHANGE THIS ORDER:

Approval Required:

ESTIMATED CONTRACT TOTAL AFTER CHANGE:

() Region

SEATTLE TUNNEL PARTNERS

999 THIRD AVE SIE 2200

SEATTLE

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

WA 98104-4044

() Local Agency

ENDORSED BY:	SURETY CONSENT:	
CONTRACTOR	ATTORNEY IN FACT	
)//(/ / 9 DATE	DATE	

590,800.00

202,632,155.68

() Olympia Service Center

(APPROVAL RECOMMENDED () EXECUTED	EXECUTED:
Andrew P. Walter	
PROJECT ENGINEER	STATE CONSTRUCTION ENGINEER
	SIME CONSTRUCTION ENGINEER
1/16/2019 DATE	DATE 1/22/19
DATE /	DATE /
APPROVAL RECOMMENDED / () EXECUTED	OTHER APPROVAL WHEN REQUIRED
REGIONAL COMIN:	
face four	Signature Houndel
BY:	SIGNATURE DATE
1/1/19	FHWA 1/17/2019
DATE	REPRESENTING
C302v04 (revised Feb 2005)	Die 15.05
	1/22/19 CC 0APS
	11 ***

DATE: 01/11/19 Page 2 of 26

CONTRACT NO: 007999

CHANGE ORDER NO: 203 R1

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 compensates the Design-Builder (D-B) for any and all costs and/or time associated with PCO 640 and Work as described as Change Proposal #1 on pages 6 through 26 of this Change Order, as described herein, and as Directed by the WSDOT Engineer.

The Work includes, but is not limited to, surface abrasion of roadway in locations described herein and disposal of removed materials and debris.

Provide a surface abrasion for the subject concrete surfaces that will achieve skid resistance friction values between 35 and 55, with a target value of 40 in accordance with ASTM E274 for friction, wet, using a ribbed tire.

Test Section - WSDOT will be on-site at the start of the abrasion operation to perform a skid test to verify the abraded surface meets ASIM E274 for friction, wet, using a ribbed tire.

Preserve all pavement markings. Provide a visually consistent abraded surface with smooth boundaries no more than 6-inches away from pavement markings, features or other limits described herein.

Preserve the northbound longitudinal silicone sealant joint located 1-foot off the traffic barrier face along the full length of the northbound Bored Tunnel and every transverse expansion joint every 205-feet on center within the northbound Bored Tunnel.

Preserve the southbound transverse strip seal expansion joint located every 650-feet on center within the southbound Bored Tunnel.

The shot blasting machine shall vacuum and store all material removed from the concrete surface into a self-contained unit. The Design-Builder shall properly dispose of all dust, debris and residue generated by the operation.

Complete all work by January 31, 2019.

The texturing equipment (Humble Skidabrader or equivalent) shall be power operated and shall be capable of propelling steel shot against the pavement surface in a uniform manner so that the entire concrete surface is uniformly

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CONTRACT NO: 007999

CHANGE ORDER NO: 203 R1

prepared. The texturing equipment shall include means of collecting used shot, which may be reused, and of collecting and disposing of dust.

The Work shall not structurally damage the roadway, and shall leave the roadway markings untouched and undamaged. The turnel ventilation system shall be in operation as required throughout the duration of the Work.

CONTRACT:

Contract Article 4.2, as previously revised by Change Orders 8, 43, 106, 128, 140, 145, and 157 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 139 days after Substantial Completion, and shall achieve Final Completion within 120 days after Physical Completion.

MEASUREMENT:

No specific unit of measure shall apply to the new Lump Sum Bid Item "CO 203, PCO 640, TEXTURING SUPPORT".

No specific unit of measure shall apply to the new Lump Sum Bid Item "CO 203, PCO 640, MOBILIZATION".

The new Bid Item "CO 203, PCO 640, TEXTURING" shall be measured per square yard for each square yard of texturing roadway as described herein.

PAYMENT:

The new Lump Sum Bid Item "CO 203, PCO 640, TEXTURING SUPPORT" in the amount of \$178,900.00, shall be full and final payment for any and all costs associated with D-B support for PCO 640 and the Work described herein. This includes, but is not limited to, field supervision and coordination, field support and documentation, traffic control, protection of drainage inlets, disposal of removed materials and debris, air monitoring, response to RFTs, and review of submittals, and redlines as needed.

The new Lump Sum Bid Item, "CO 203, PCO 640, MOBILIZATION" in the amount of \$33,500.00, shall be full and final payment for all mobilization costs associated with PCO 640 and the Work described herein.

"CO 203, PCO 640, TEXTURING", per square yard. The unit Contract price, when applied to the number of units measured for this item, shall be full and final payment for all costs associated with PCO 640 and texturing roadway as described herein. The provisions of Contract Article 10.1.2 shall apply should the actual quantities vary from the estimated quantities described herein.

CONTRACT TIME:

The Design-Builder and WSDOT agree that the Design-Builder reserves all of its rights and remedies, to the extent provided for under the Contract or by law, to seek a time extension to the applicable Completion Deadlines and/or

DATE: 01/11/19
Page 4 of 2 6

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CHANGE ORDER NO: 203 R1

compensation related to that time extension.

MISCELLANEOUS:

The Design-Builder and WSDOT agree that the Design-Builder reserves all of its rights and remedies, to the extent provided for under the Contract or by law, to seek compensation for added insurance costs as it relates to the subject Change Order.

The Design-Builder certifies the amount of compensation granted by this Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event or matter giving rise to this change and that Design-Builder has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

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CONTRACT NO: 007999			7999	CHANGE ORDER NO: 203 R1			
ITEM NO	GROUP NO	STD	ITEM DESCRIPTION	UNIT MEASURE	UNIT	EST QTY CHANGE	EST AMT CHANGE
192	01		CO 203, PCO 640, TEXTURING SUPPORT	L.S.	0.00	0.00	130,597.00
1292 1293	02		CO 203, PCO 640, TEXTURING SUPPORT	L.S.	0.00	0.00	48,303.00
193	01		CO 203, PCO 640, MOBILIZATION	L.S.	0.00	0.00	24.455.00
293	02		CO 203, PCO 640, MOBILIZATION	L.S.	0.00	0.00	9,045.00
1393 1394	01		CO 203, PCO 640, TEXTURING	S.Y.	4.73	58,400.00	276,232.00
1294	02		CO 203, PCO 640, TEXTURING	S.Y	4.73	21,600.00	102,168.00

191 192 1923

590,800.00



Alaskan Way Viaduct Replacement **Program Office** 999 3rd Avenue, Suite 2200 Seattle, WA 98104 206-805-2987/ fax 206-805-2899 TTY: 1-800-833-6388 www.wsdot.wa.gov

December 28, 2018

Serial Letter 18-0121 WSDOT Ref: W-C-COR-TUN-CR11-0007090-01

Seattle Tunnel Partners 999 Third Avenue, Suite 2200 Seattle, WA 98104 ATTN: Michael Cash

Subject: SR 99 Bored Tunnel Alternative Design-Build Project

Contract No. 007999 / Federal-Aid No. BR-NH-STP-STPF-0099(111)

Request for Change Proposal - Roadway Surface Abrasion

Dear Mr. Cash.

As discussed with STP staff, WSDOT is considering a Change Order that would provide increased wet skid resistance friction value to certain areas of roadway surfaces.

In order to evaluate whether to initiate a WSDOT-Directed Change, WSDOT requests that STP submit three Change Proposals by January 4, 2019 in accordance with Contract Section 11.2. that would provide for increased roadway surface abrasion (texture) as further described below. Highlighted plan sheets are attached to provide visual assistance.

For all proposals

- Provide a surface abrasion for the subject concrete surfaces that will achieve skid resistance friction values between 35 and 55, with a target value of 40 in accordance with ASTM E274 for friction, wet, using a ribbed tire.
- Test Section WSDOT will be on-site at the start of the abrasion operation to perform a skid test to verify the abrasion product meets ASTM E274 for friction, wet, using a ribbed tire.
- Preserve all pavement markings. Provide a consistent, visually appealing alignment 6inches off of the lane lines between abraded surfaces and non-abraded surfaces.
- Preserve the northbound longitudinal silicone sealant joint located 1-foot off the traffic barrier face along the full length of the Bored Tunnel and every transverse expansion joint located along station at 205-feet on center.
- Preserve the southbound transverse strip seal expansion joint located every 650-feet within the Bored Tunnel.
- The shot blasting machine shall vacuum and store all material removed from the concrete surface into a self-contained unit. The Design-Builder shall properly dispose of all dust, debris and residue generated by the operation.
- Complete all work by January 31, 2019
- Please consider if there are any opportunities for DBE participation with this work.

Change Proposal #1 (portal to portal | lane, lane, shoulder |)

- Texturize two 11-foot lanes, northbound tunnel, portal to portal, stations:
 - o S-NB99 STA 182+00 to S-NB99 194+50 (match line with BT99 194+50)
 - o S-NBON 3+60 to S-NBON 9+13 (match line S-NB99 187+62.68)
 - Northbound roadway BT99 194+50 to BT99 287+23.14 (match line with N-NB99 300+00
 - o N-NB99 300+00 to N-NB99 304+65
 - o N-NB99 300+00, begin off ramp taper to N-NB99 304+49.45 end off ramp taper (match line with NBOFF 304+50)
 - NBOFF 304+50 to 304+63.89
- Texturize two 11-foot lanes, southbound tunnel, portal to portal, stations:
 - o S-SB99 191+58.85 to S-SB 194+58.84 (match line with BT99 194+50)
 - o Southbound roadway BT99 194+50 to BT99 287+23.14 (match line with N-SB99 299+99.99
 - o N-SB99 299+99.99 to N-SB99 304+70
 - o N-SB99 300+00, begin ramp taper to N-SB99 303+00 end ramp taper
 - o N-SB99 303+00 to N-SB99 304+70, 23' wide right lane
- Also texturize the 8-foot shoulder, both northbound and southbound (it is acceptable to limit texturing to 6-feet on shoulder)

Change Proposal #2 (portal to portal, exclude 8-foot shoulder / lane, lane /)

- Texturize two 11-foot lanes, northbound and southbound SR99 tunnel as described in change proposal #1.
- DO NOT INCLUDE the texturing of the 8-foot wide shoulder for both northbound and southbound directions.

Change Proposal #3 (exclude portions of uphill grades / lane, lane, shoulder /)

- Texturize two 11-foot lanes, northbound tunnel, within the following station limits:
 - o S-NB99 STA 182+00 to S-NB99 194+50 (match line with BT99 194+50)
 - o S-NBON 3+60 to S-NBON 9+13 (match line S-NB99 187+62.68)
 - Northbound roadway BT99 194+50 to BT99 223+00
 - Northbound roadway BT99 286+00 to BT99 287+23.14 (match line with N-NB99 300+00
 - o N-NB99 300+00 to N-NB99 304+65
 - o N-NB99 300+00, begin off ramp taper to N-NB99 304+49.45 end off ramp taper (match line with NBOFF 304+50)
 - o NBOFF 304+50 to 304+63.89
- Texturize two 11-foot lanes, southbound tunnel, within the following station limits:
 - o S-SB99 191+58.85 to S-SB 194+58.84 (match line with BT99 194+50)
 - o Southbound roadway BT99 194+50 to BT99 196+50
 - o Southbound roadway BT99 223+00 to BT99 287+23.14 (match line with N-SB99 299+99.99
 - o N-SB99 299+99.99 to N-SB99 304+70
 - o N-SB99 300+00, begin ramp taper to N-SB99 303+00 end ramp taper
 - o N-SB99 303+00 to N-SB99 304+70, 23' wide right lane

 Also texturize the 8-foot shoulder, both northbound and southbound (it is acceptable to limit texturing to 6-feet on shoulder), within the same station limits described in the previous two bullets.

If you have any questions, please me at (206) 805-2920.

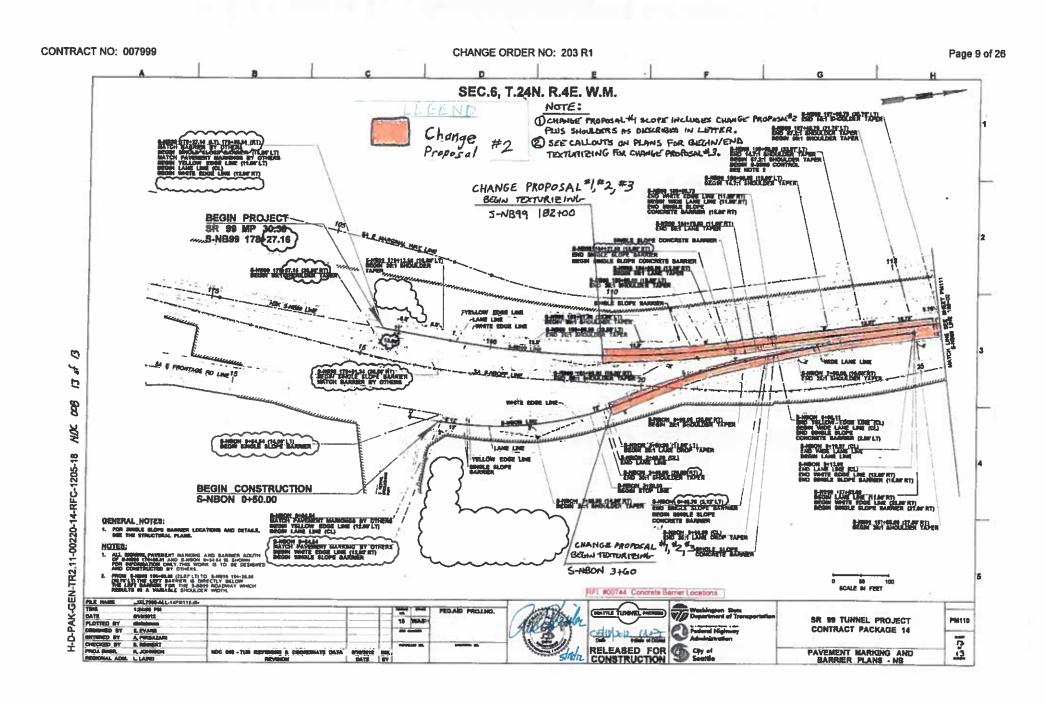
Sincerely,

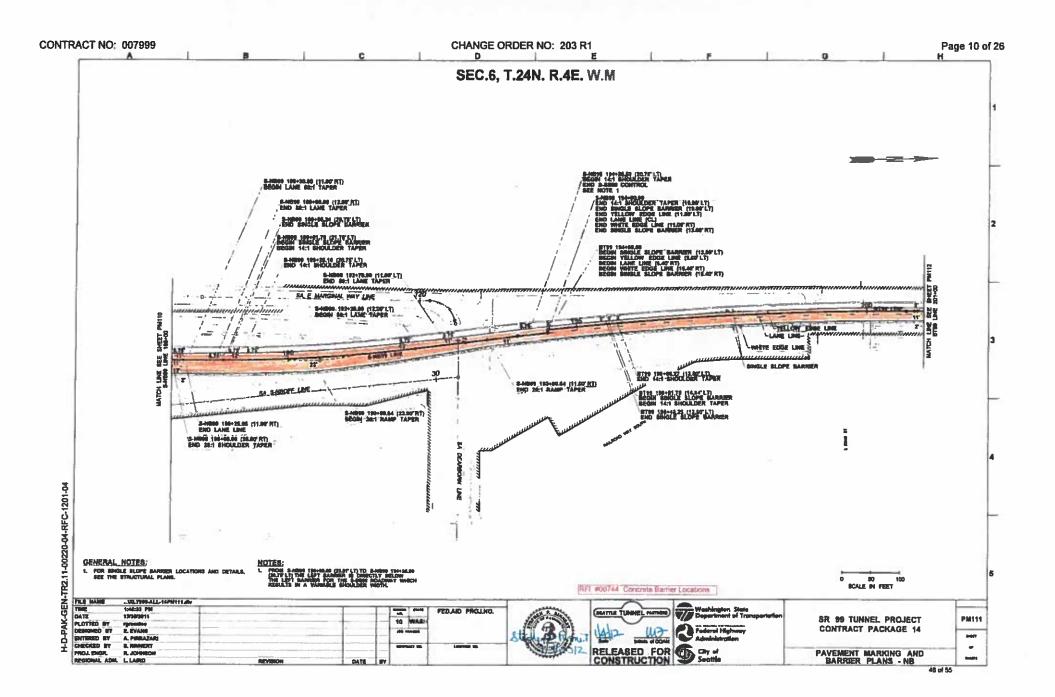
Paul E Johnson, PE SR99 Tunnel Director

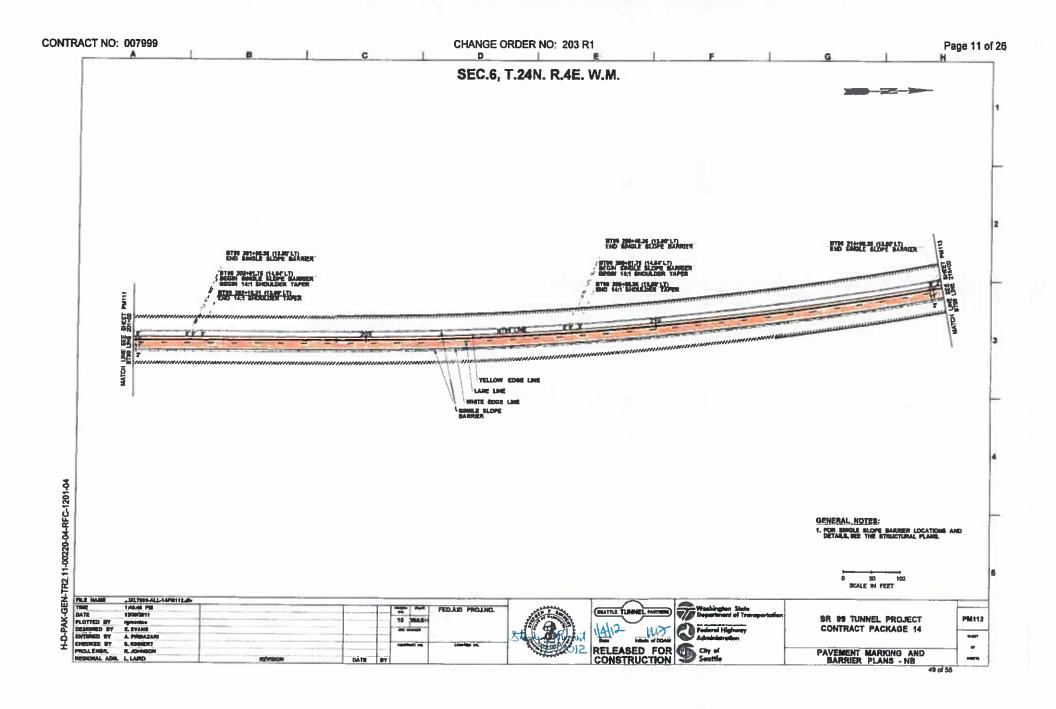
PEJ-apw

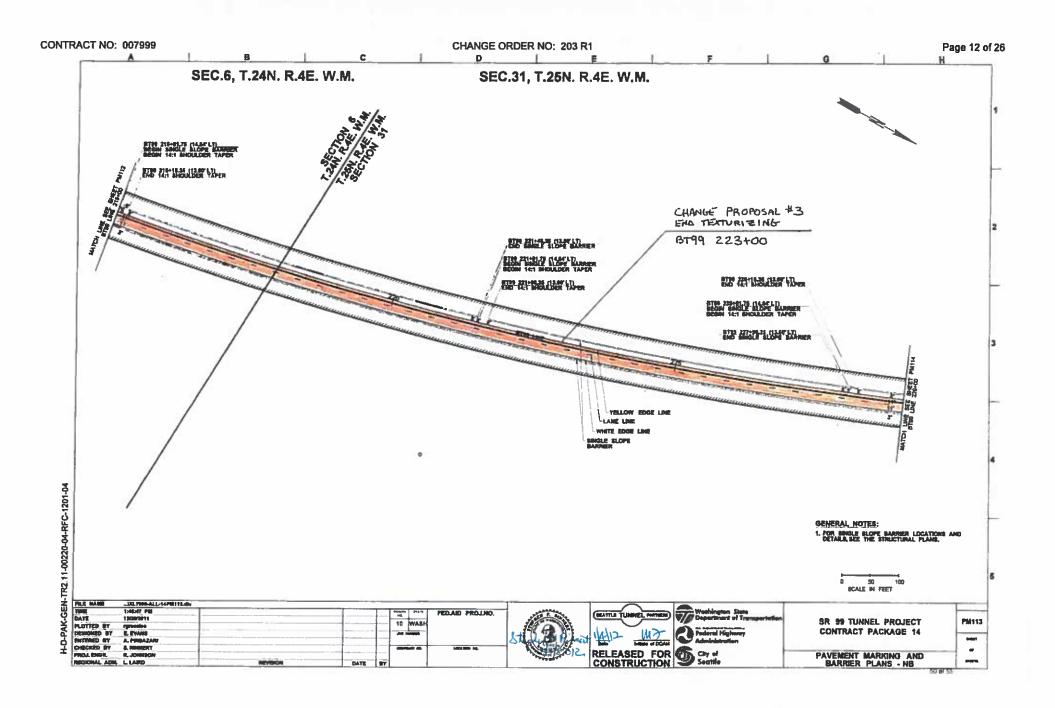
Attachment: Highlighted Plans Sheets

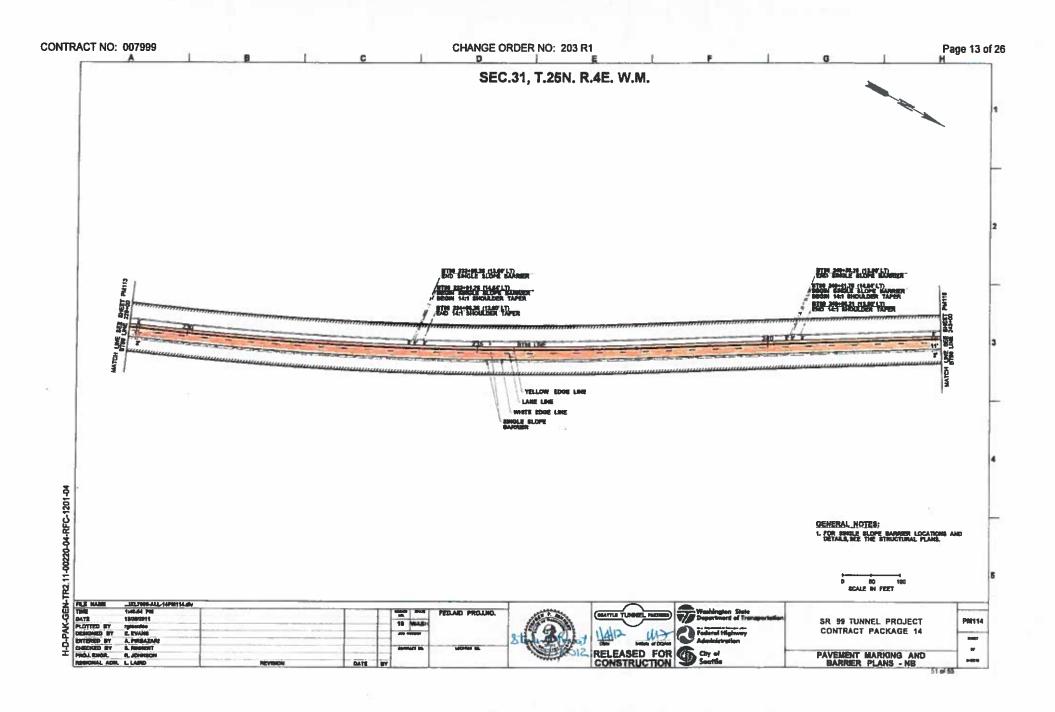
cc: File, Alaskan Way Viaduct Replacement Program

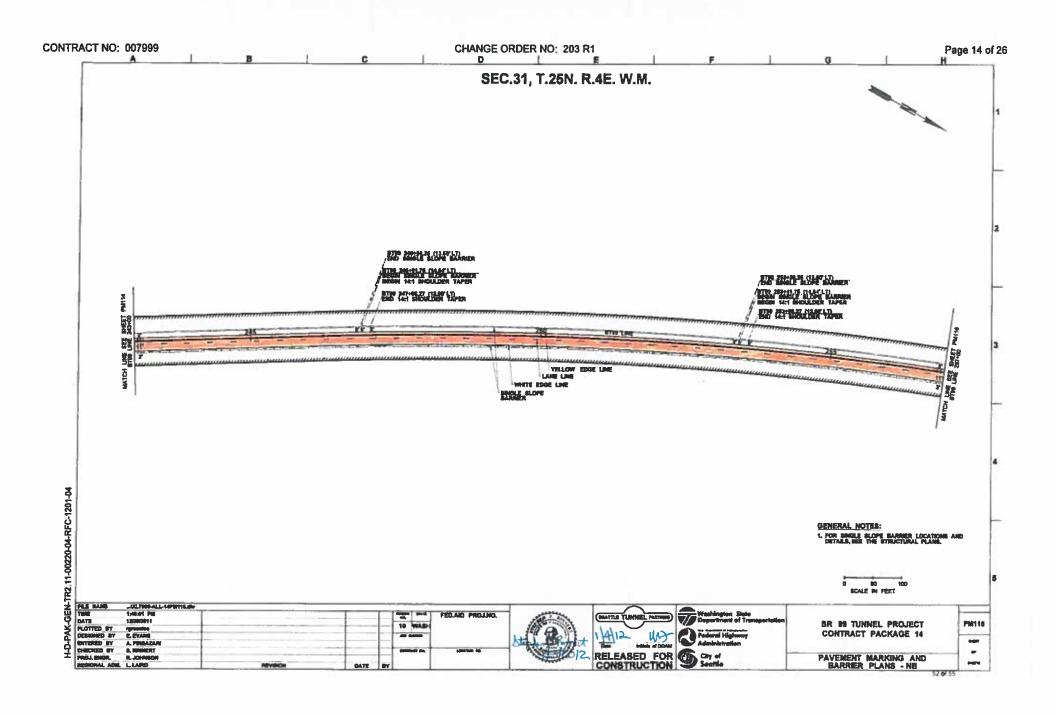


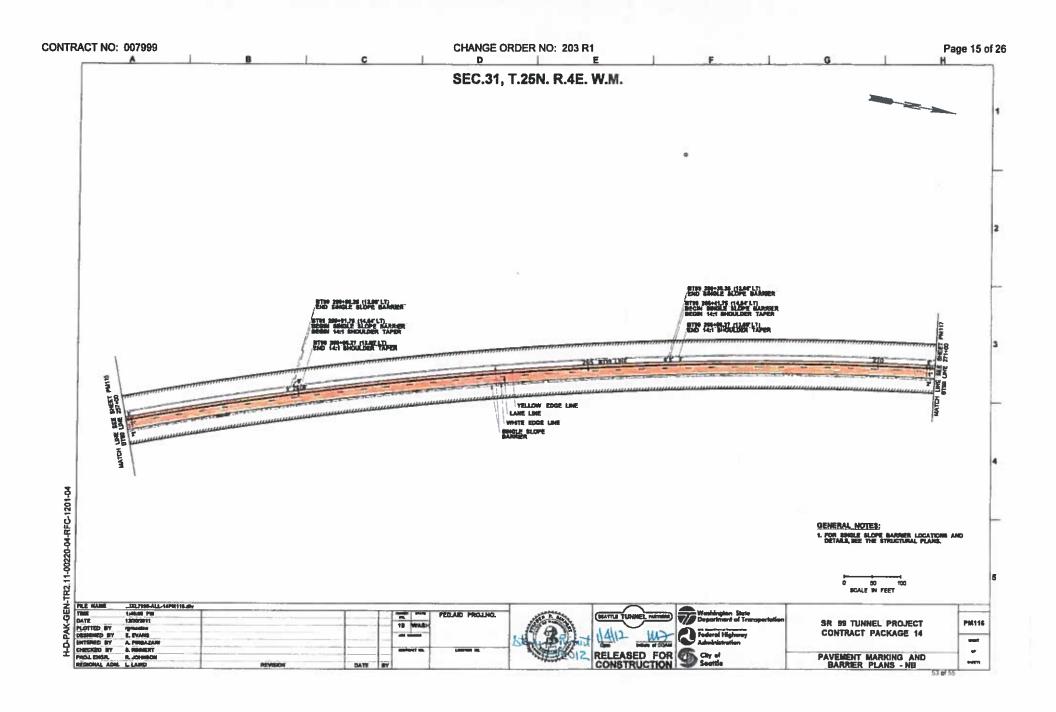


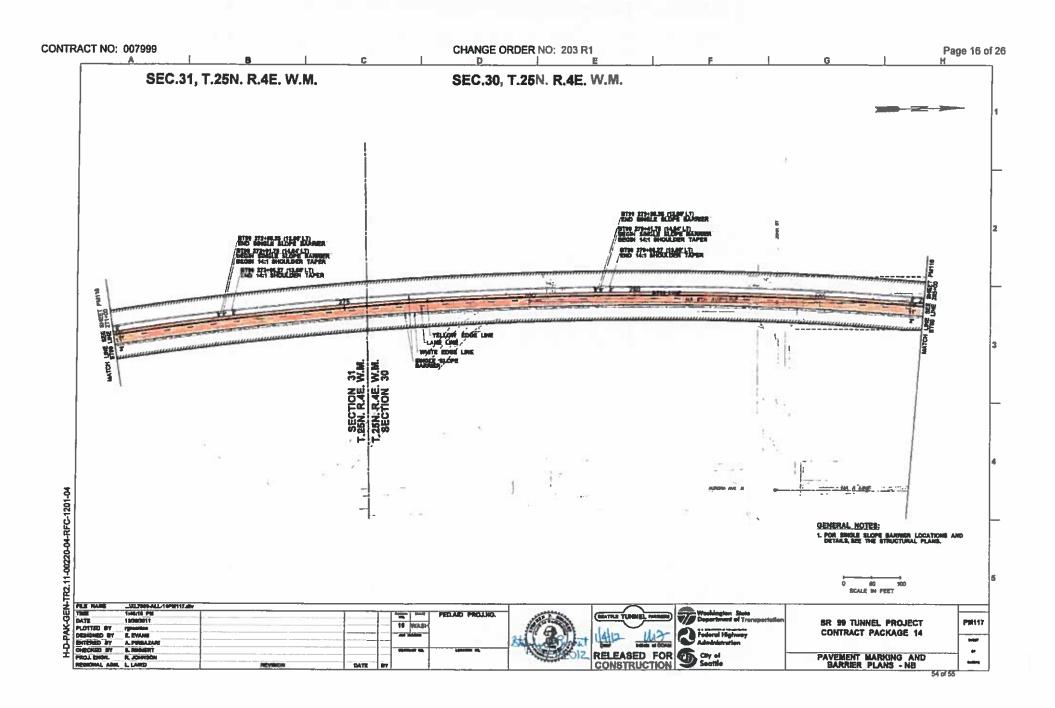


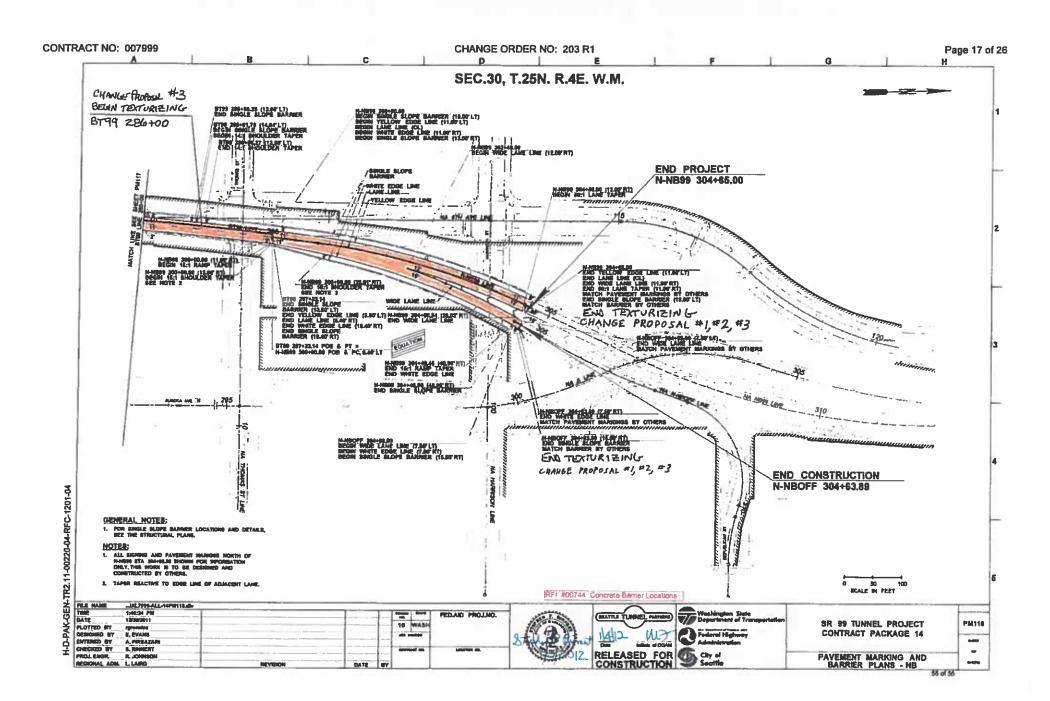


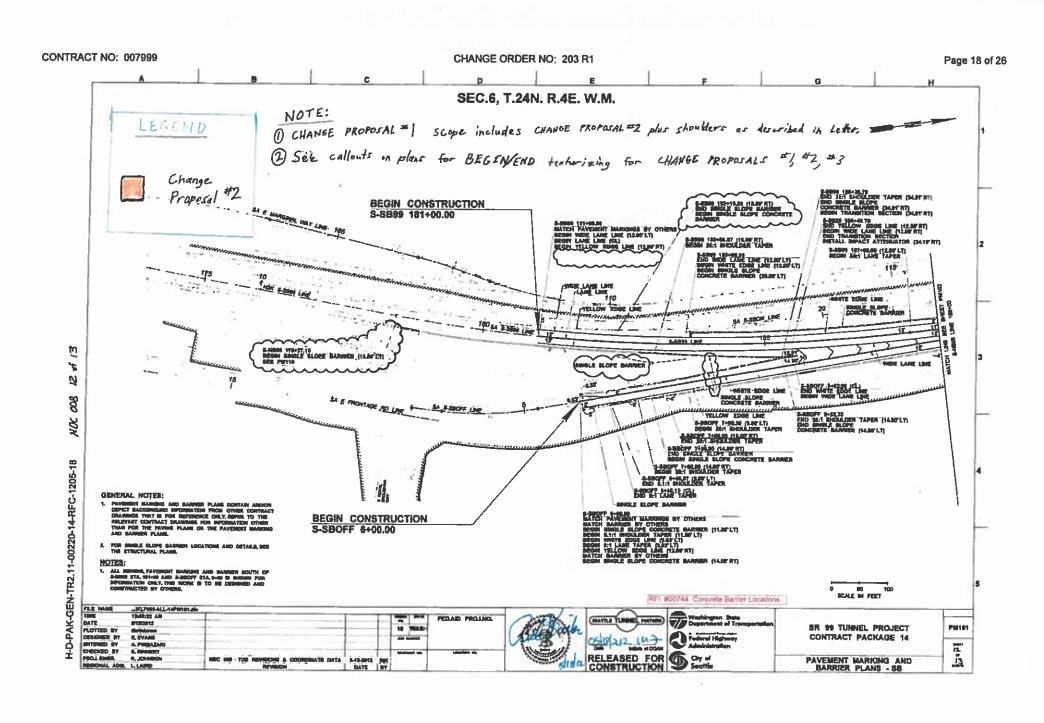


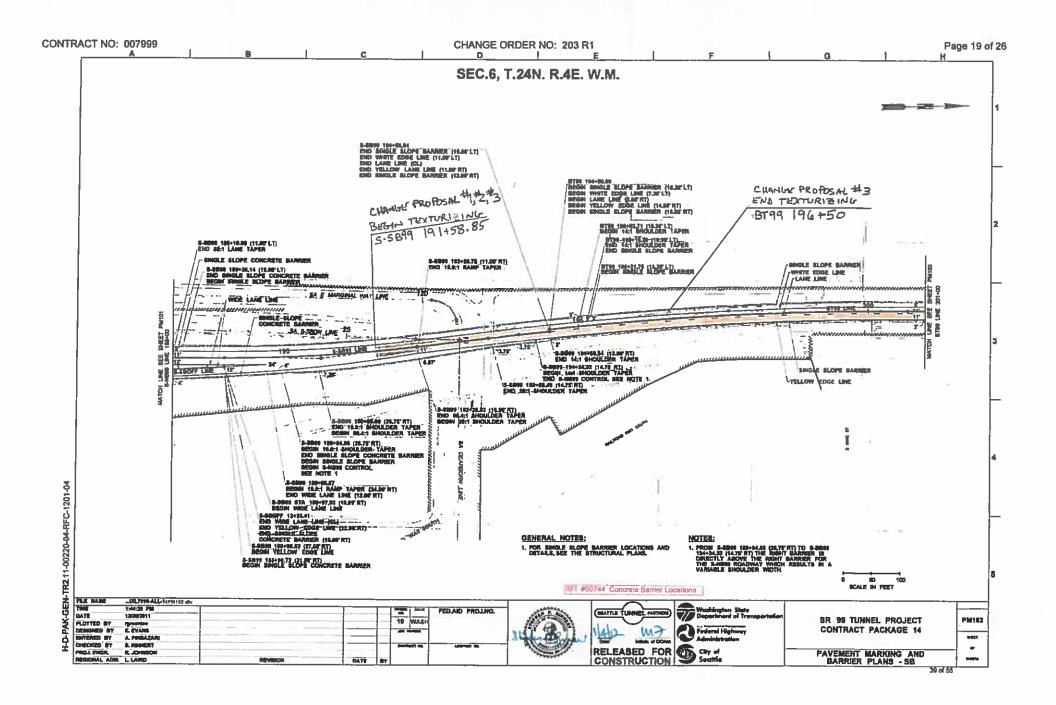


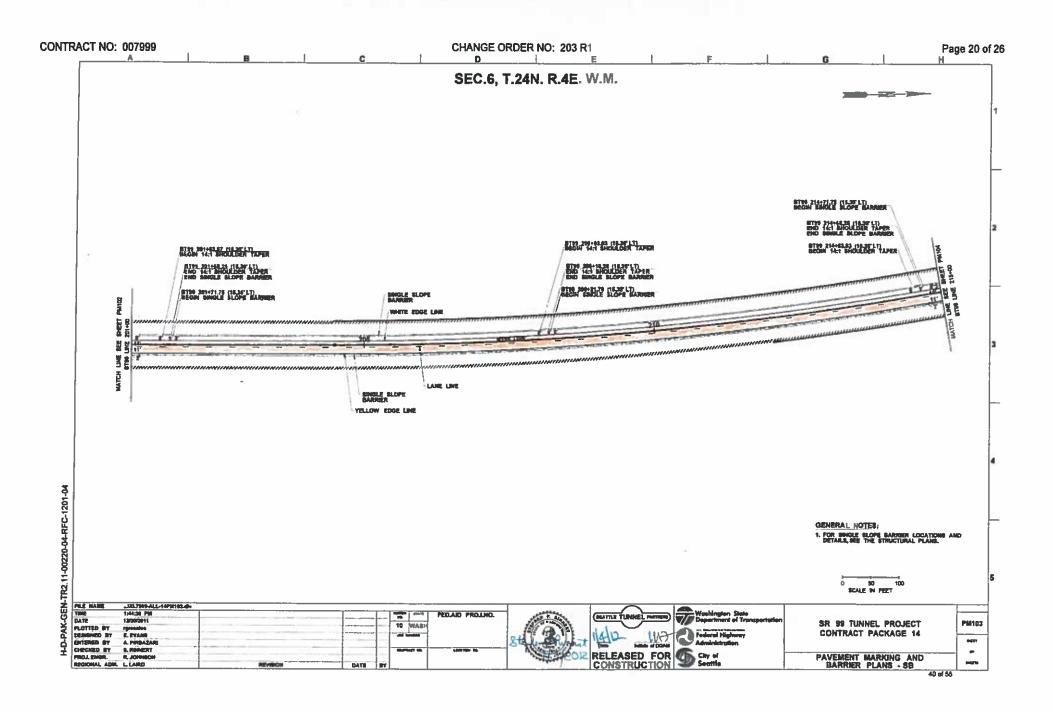


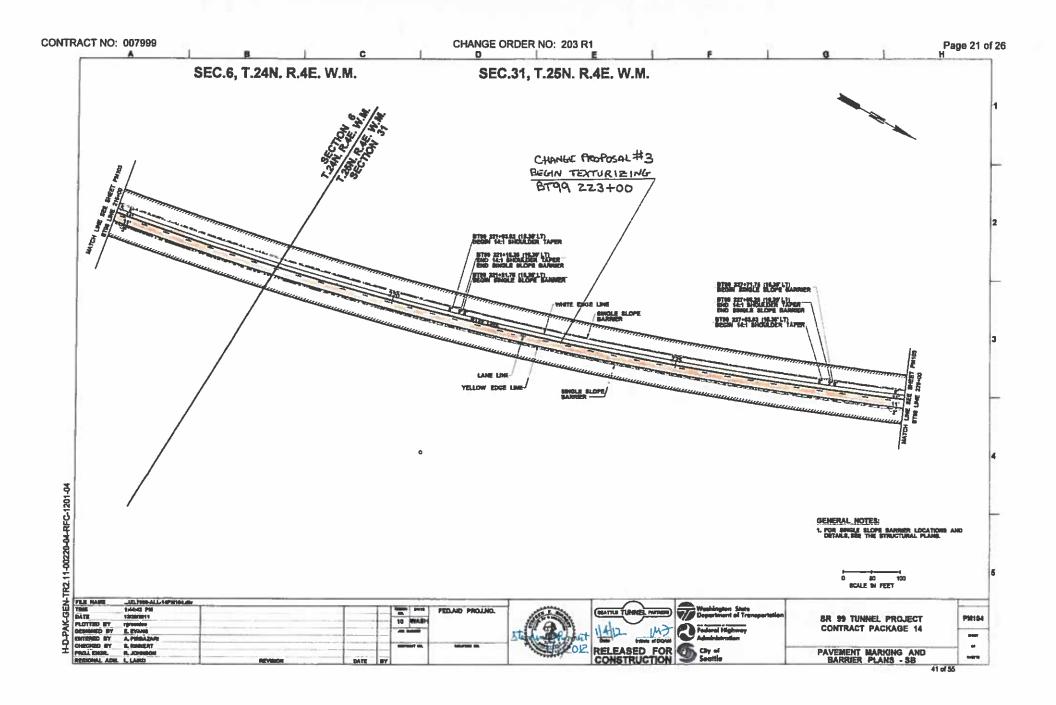


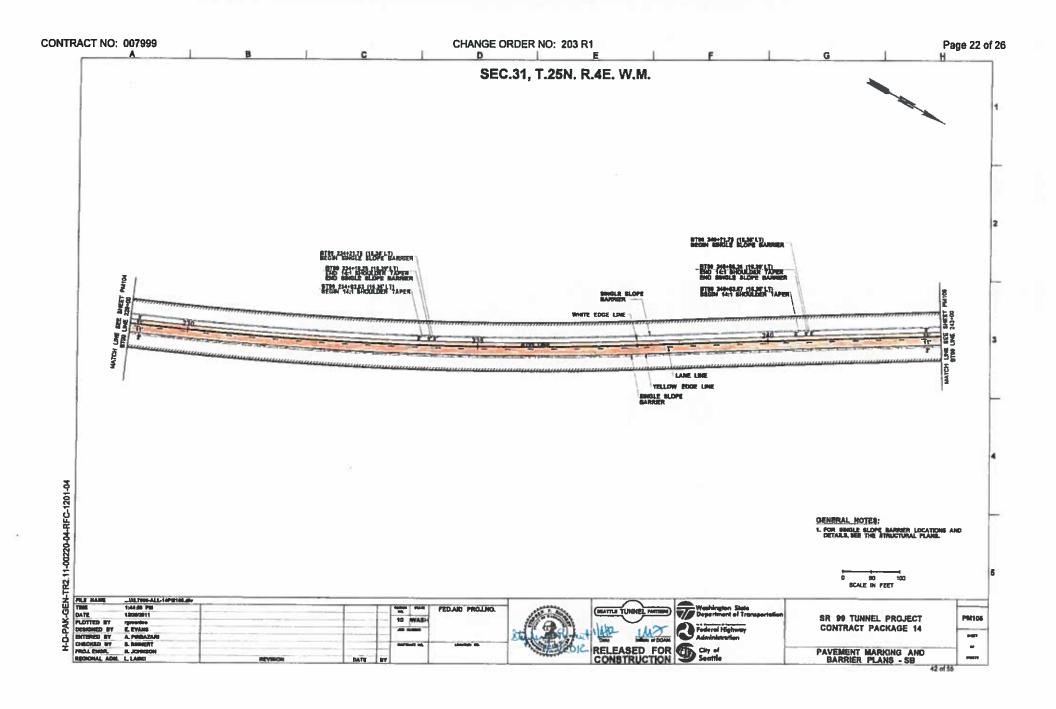


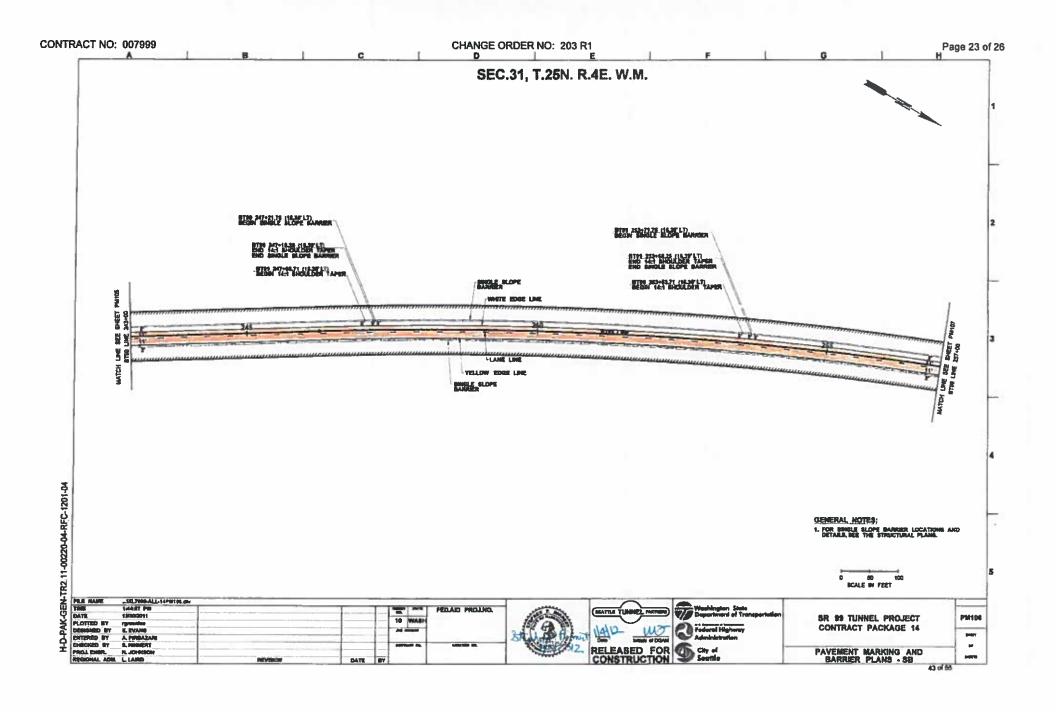


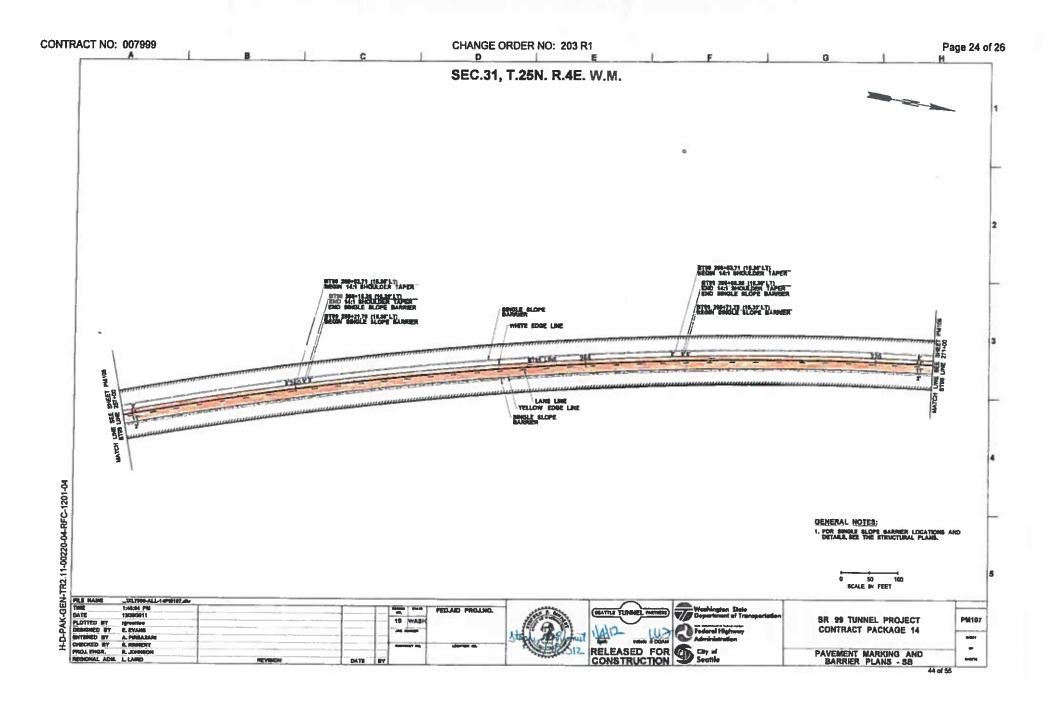


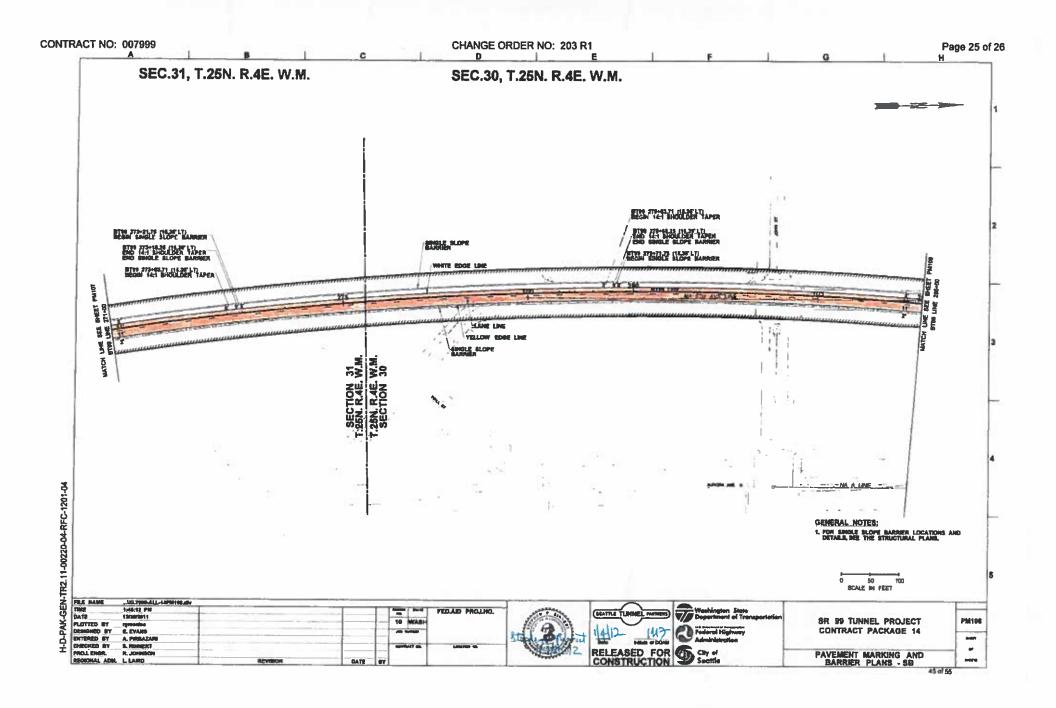


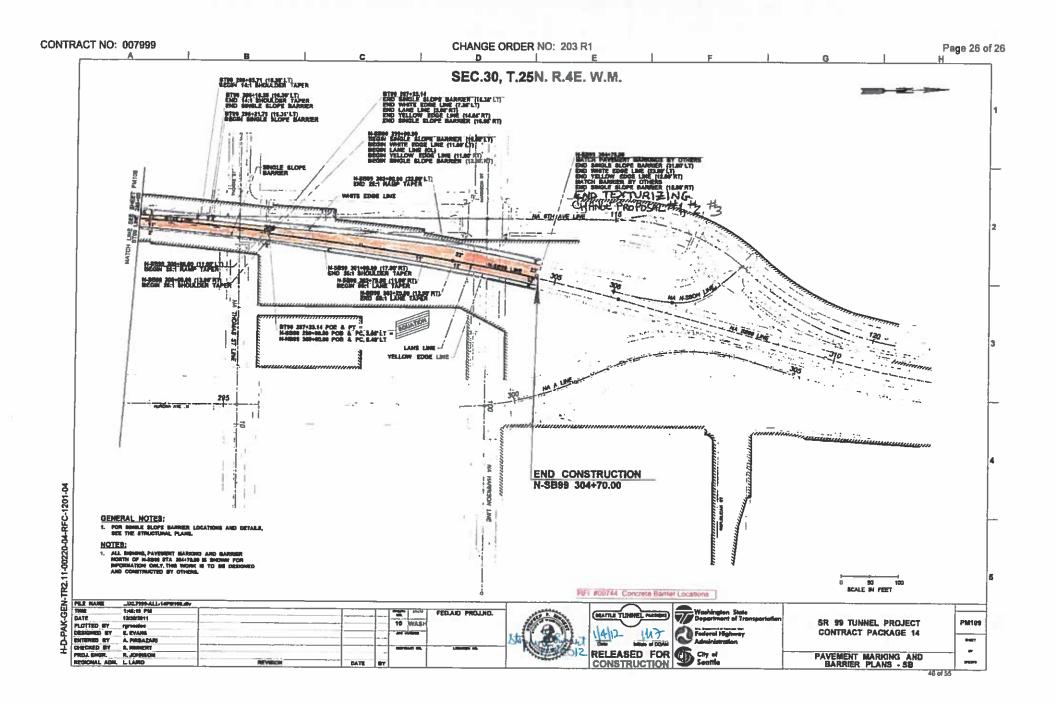












4. TIME WITHIN WHICH PROJECT SHALL BE COMPLETED; SCHEDULING 1

2 4.1 Time of Essence

3 Time is of the essence of the Contract.

4 4.2 **Time for Completion**

- Design-Builder shall achieve Substantial Completion within 1,589 8 49 1,593 43 106 1,608 105 5
- 1,652 140 145 1,726 145 157 1,733 157 days after the effective date of NTP 2, shall achieve Ph 6
- Completion within 120 days after Substantial Completion 203 shall achieve Physical Completion 7
- within 139 days after Substantial Completion 203R1, and shall achieve Final Completio within 120 8
- days after Physical Completion. Except as otherwise specifically provided in this 9
- Article 11, WSDOT shall have no obligation to extend any of the foregoing considering Deadlines, 10
- 11 and Design-Builder shall not be relieved of its obligation to comply with the Contract Schedule and
- achieve Substantial Completion, Physical Completion and Final Completion applicable 12
- 13 Completion Deadlines for any reason.

14 4.3 **Notice to Proceed**

- The NEPA documentation and environmental permits for the Project will not be completed prior to Contract execution. Consequently, WSDOT will issue two notices to proceed for the Project (NTP 15
- 16
- 1 and NTP 2). WSDOT anticipates that NTP 1 will be issued shortly after Contract execution, but 17
- 18
- WSDOT may defer issuance of NTP 1 for up to 30 days after Contract execution. NTP1 will authorize Design-Builder to proceed with the NTP Work consistent with FHWA's design-build rule 19
- 20
- and NEPA. Work that is authorized in NTP 1 vs. focus on preliminary design, including investigations, and analysis necessary to school the Final EIS, the Section 106 process, Endangered Species Act consultation, and environmental permitting. Details regarding the types of work to be authorized under NTP 1 carries found in TR Section 2.8. 21
- 22
- 23
- 24 The NTP 1 Work does not include preparation of the NEPA document or any decision-making
- 25
- 26
- 27
- responsibility with respect to the NEPA process, though NTP 1 Work will support the NEPA documents prepared by WCDCT. wSDOT will be responsible for completing the NEPA documentation and obtaining FHWA's approval thereof. Under no circumstances shall Design-Builder commence Fire Design or construction until such time FHWA has issued the Record of 28
- Decision and WSDCT a sues NTP 2, nor shall Design-Builder take any other action during the 29
- 30 NTP 1 period that would materially affect WSDOT's or FHWA's objective consideration of
- 31 alternatives under NEPA.
- NTP 2 will be a sued only if the final NEPA documents, including the Record of Decision, choose 32
- the Bored Turnel Alternative as the Selected Alternative. Upon the issuance of NTP 2, Design-33
- Builder half commence NTP 2 Work, which will generally consist of Final Design and construction. 34
- 35 event that the final NEPA documents select the "no-build" alternative or select an alternative
- 36 other than the Bored Tunnel Alternative, WSDOT will terminate the Contract for convenience and
- 37 Design-Builder will be paid for the NTP 1 Work as provided herein.

38 4.3.1 Conditions to Issuance of NTP 2 and Start of NTP 2 Work

- NTP 2 will be issued only after final NEPA documents have been approved, and only if the Bored 39
- 40 Tunnel Alternative is chosen as the Selected Alternative in the final approved documents. In
- 41 addition, if the final approved documents, including the Record of Decision, include any

1 (d) Design-Builder shall have met all requirements of the Quality Management Plan that 2 are a condition to construction: 3 (e) All Governmental Approvals necessary for such Work to proceed obtained (whether by Design-Builder or WSDOT), and all pre-requisites to the commencement of 4 5 construction set forth therein satisfied: 6 (f) All necessary rights of access for such Work in place; and 7 (q) WSDOT's acceptance of the Released for Construction Documents and Traffic 8 Control Plans for such portion of the Project in accordance with TR Sections. 9 and 2.28. The Contract Schedule shall reflect the anticipated dates set forth in TR Section 2.8 (or 10 obtain Governmental Approvals. An equitable adjustment shall be made to the 11 and Completion Deadlines in the event that the approvals are delayed beyond such anticipated 12 13 dates, upon Design-Builder's compliance with all applicable requirements f Article 11, and subject 14 to the limitations contained therein. 15 4.6 **Limitation of Operations** Design-Builder may perform Work at all times except as limited by 16 roject permits, City of Seattle 17 Street Use Permits and TR Sections 2.8 and 2.22. 18 ⁸CO #008, Const Milestones – Conformed Days ⁴³CO #043, Excusable Delay Time Extension, Sed 19 20 106 CO #106, Archlgy/Susp for Conv.-Interim 21 128 CO #128, Labor Harmony PCO230 Section 4.2 22 AWV Closed-Interim Payment, Section 4.2 23 nt. Section 4.2 24 Settlement, Section 4.2 25