



**Washington State  
Department of Transportation**

Date: January 24, 2017

**Memorandum**

Change Order No. 188

Subject: Resolve all Issues

To: Derek Case, MS 47354

SR 522

For: *GA* *for*  
GU McNabb, MS NB82-240

Snohomish River Bridge to  
US 2 Vic – Widening & Safety

*New for*  
From: Dave Lindberg, MS 50

Phone: (425) 225-8700

Contract 8128

**Evolution & Description of Change**

This change order is a negotiated settlement with the Contractor, in the amount of \$2,042,000 in order to resolve all outstanding issues on Contract 8128, with some exceptions. The exceptions are: the Snohomish River Bridge deck warranty provided by the Contractor in Change Order No. 133, the remediation of the facing mesh on Structural Earth Walls 8 and 10 and the completion of some minor fencing not yet installed.

This change order also precludes the Contractor from pursuing litigation regarding the launch of girders for construction of the Snohomish River Bridge. The Contractor submitted a claim for \$4.1 million due to delays, inefficiencies and additional direct costs incurred during the process. The State disagreed with the Contractor's claim for entitlement and denied further compensation. In March of 2016, the issue was taken to mediation without resolution. Further efforts were taken to the Dispute Review Board (DRB) in September of the same year. The DRB responded with recommendations in favor of the WSDOT position in October of 2016, however the Contractor stated disagreement with the DRB opinion and threatened further action.

The total amount of this change order has been justified by the following issues:

**TCS and "Other Temporary Traffic Control" Lump Sum Items**

The unit price traffic control items for "Flaggers and Spotters" and "Other Traffic Control Labor" experienced overruns of the revised plan quantity by 287% and 150% respectively. These overruns were the result of errors in the estimated plan quantities in the contract and changes made to the traffic control plans to adjust for conditions found during the work. Change Order #178 compensated the Contractor for these overruns, however, the Contractor argued that due to the large overrun in these items, the related lump sum items for "Traffic Control Supervisor" and "Other Temporary Traffic Control" also experienced cost increases due to the plan quantity overruns.

Basis of Cost & Justification

The total amount of this issue has been justified by an Engineer's Estimate of the cost per day for traffic control management, traffic control vehicles used, light plants and Traffic Control Supervisor. The amount of days compensable was taken from the time that the items "Flaggers and Spotters" and "Other Traffic Control Labor" reached 125% of the revised plan quantities. Approximate value: \$730K

### **Street Cleaning**

Due to the size of the project and the overall distance of access between the east and the west ends of the project, up to two and one half hours of a single day were used by the street sweepers to travel from location to location within the limits of the jobsite. Initially, the project office interpreted the Standard Specification measurement statement to not include this travel time within the project. This decision was protested by the Contractor. Upon review, it was decided that since the project site is unique in its size and distance between locations, and since the travel from location to location is customarily paid on other WSDOT projects, hours required to relocate the sweeper to other work areas within the jobsite would be added to the payment.

#### Basis of Cost & Justification

In lieu of paying the additional amount on the hourly bid item for "Street Cleaning" (Item #155), it has been agreed to be included in this negotiated lump sum change order. The total of this payment has been calculated from WSDOT Inspector's daily reports of hourly street cleaning in which a deduction for travel time was shown for each individual day. Payment is at the unit bid price for Item #155. Approximate value: \$114K

### **Spreading Costs for Unpaid Water**

At the beginning of the project, the Contractor loaded watering trucks at hydrants belonging to the City of Monroe using water meters. It was agreed by this office to pay the "Water" item (#291) substantiated by meter readings and from the City's billing invoices. After a period of time, the meters broke and Contractor stopped providing invoices. The office requested several times that they be fixed so water could be paid accordingly, but there was no response and the usage of water remained unpaid. It was documented by WSDOT Inspectors that water was being used on the project but no quantity count was taken. The Contractor later requested payment and provided truck counts and gallons for the total quantity, but did not provide invoices showing payment for the water. It was agreed to provide payment for the cost of hauling and spreading the water, but not for the water cost itself.

#### Basis of Cost & Justification

Although there was a large quantity of water unpaid on the existing item, 148% of revised quantity of the item was paid. Since this is over the 125% threshold for renegotiation of the overrun amount, it was agreed to pay the full amount of the Contractor's cost to haul and spread the water. This cost has been justified by an Engineer's Estimate of the hourly cost to haul and spread the water at an estimated 2,500 gallons per hour, as observed in the field. Approximate value: \$59K

### **Drainage Changes**

Throughout the project, several drainage structure issues were brought to light which required revisions to be made. All were documented previously by various change orders with exception of the following which are included in this change order:

- Roundabout Areas on Main Street (D18 and D19 plan sheets) – Nineteen drainage structures in the roundabout areas (M Line) had to be either revised, added or deleted. The primary reasoning for these changes was due to plan errors including: the failure to show certain existing underground utilities; failure in showing the locations of the pier spread footings on the existing SR 522 bridge over Main Street; conflicting information between the drainage structure notes, drainage profile sheets and drainage plan sheets; an unknown concrete slab that was discovered under the existing roadway and was not shown in the plans. Other revisions also had to be made to fit field conditions.

These issues caused delays in the Contractor's work of an estimated 27 hours. Additionally, seven unplanned crew and equipment mobilizations were required to other unaffected areas of the project so work could continue while solutions were being designed by the WSDOT.

- Structure D5-10 – This structure consisted of installing a Type 1 Catch Basin and 180 linear feet of 18" Schedule B pipe. This installation was to be performed under the existing roadway while in use. Additionally, the depth of the excavation would have reached upwards to 30 feet. This presented logistical challenges in keeping the roadway open that were hard to overcome. It was decided to raise the pipe in elevation while crossing the road and install an additional catch basin and short section of pipe on the opposite side of the road to get the flow line down to the required depth for discharge. The revised work was able to be performed in the standard manner with minimal shoring and decreased the need for road closure time.
- Structures D5-22 and D5-23 – After the drainage had been installed for the new section of roadway, and after traffic had been switched to that side, it was discovered that runoff water was ponding in a low spot. Structures D5-22 and D5-23 were added to alleviate this problem. Entitlement to additional compensation for this work was awarded to the Contractor since this appeared to be a plan error and not the Contractor's responsibility.

#### Basis of Cost & Justification

The total amount for these issues has been justified by the following:

- All standard item additions and deletions have been totaled at the existing unit bid prices in the contract. Exceptions include the items for "Schedule B Storm Sewer Pipe 12" Diameter" and "Ductile Iron Pipe 12" Diameter", since these standard items were not included in the original contract. The estimated unit price for the excepted items is the average historical bid tab price for these standard items.
- Delay costs have been estimated by using the hours for labor and equipment standby as noted by the WSDOT Project Inspector at the time the delay occurred.

- Additional mobilization costs have been justified by an Engineer's Estimate of the total labor and equipment cost for the moves.
- The added structure work to install D5-22 and D5-23 has been justified by using unit bid item prices for the standard items and an Engineer's Estimate for the additional work to sawcut the roadway, remove and dispose of the asphalt, and repave the trench after the work was completed.
- Report of Protested Work sheets were completed by the WSDOT Inspector for the additional work to: remove and dispose of the concrete slab; remove a 12" pipe and replace with 18" on D18-24 due to conflicting plan information; core and install an existing pipe into D19-13, which was not shown in the plans; relocate the D18-9 structure, after initial installation, due to an underground utility line not shown in the plans; remove a 60" catch basin, after installation, and replace with a 72" at D19-2 due to the footing conflict. The additional costs included in this change order for these items has been calculated directly from the RPW sheets.

As a result of the negotiated nature of this change order, all costs for these changes are included in the lump sum amount and the existing item quantity additions will not be paid, nor will the deleted item quantities be removed from the existing unit bid items. Approximate value: \$55K

#### **Wall 5 Water Impacts**

In the process of installing the Wall 5 Structural Earth Wall the Contractor encountered excessive ground and surface water issues, explained as follows:

- Due to a design error, pipe runs from catch basins in the existing roadway had to be removed during excavation, which left no outflow for the drainage. Early in the contract, the Contractor was directed to install temporary lines which hung from the shotcrete shoring wall until work on Wall 5 could be completed. The lines were too small to handle the water during heavy rain events and consequently ponded in the excavation after the wall construction began. After delays in production occurred, the Contractor was directed to plug the pipe and install additional lines on the opposite side of the road along with a quarry spall outfall area for infiltration of the water. Change Order #67 provided compensation for the rerouting work, but did not compensate the Contractor for the delays and rework required by the excessive runoff prior to the redirection of runoff water provided by CO #67.
- Soon after the Wall 5 work began, a steady stream of water was observed "pouring" from behind the shotcrete wall into the excavation. It was thought that the water could be coming from water ponding in the drainage ditch along the face of the rock cut area above. The Contractor was directed to install a tight line system to drain the ponding water above the wall and convey it to Pond 3A. After this work was performed, it was later determined not to have a significant effect on the issue. This work was paid on the force account erosion control item and also did not cover any delays or impacts resulting from water the issue.

Due to problems caused by these issues, additional time and effort was spent in the initial construction of Wall 5 until it was built to an elevation which cleared it of the water issues. The Contractor requested additional compensation for the following:

- Additional dewatering, beyond that which would be ordinarily required for ground water.
- Standby delays when the crew was onsite but was unable work since the water could not be pumped out fast enough.
- Additional work to remove and reset the foundation forms after a heavy rain event flooded the area.
- Work to move previously installed backfill to aerate and dry – then to move back and grade.
- Inefficiencies in work due to the need to proceed in small increments, to control water, in lieu of installing larger areas in a more productive manner.
- Additional work to channel water away from site as much as possible.
- Removing and disposing of native saturated soil in order to provide a stable base.

Basis of Cost & Justification

The total estimated amount of this work has been calculated from Report of Protested Work sheets that were completed by the WSDOT Project Inspectors at the time each of the above activities occurred. Approximate value: \$223K

**Re-Cleaning Drainage Structures**

Due to the length of time required to perform the work on this project, the Contractor performed incidental cleaning of drainage structures in separate areas at separate times throughout the life of the contract. Once the project neared completion, after four years of work, it was necessary to have some of the earlier installed catch basins cleaned one final time for turn over to WSDOT Maintenance. Since this second cleaning is not covered by the contract, it was determined that the Contractor would be entitled to compensation for the additional work.

Basis of Cost & Justification

The amount of this work has been justified by an Engineer's Estimate using the Contractor's invoices for the vactor service and labor hours and equipment, documented by the WSDOT Project Inspector's daily reports, for the prime contractor's work. Approximate value: \$45K

**Schedule Update Payments**

The monthly schedule updates required by the contract, and paid by Bid Item #285, were submitted by the Contractor for August and September of 2013, and all months between May of 2014 and June 2015. Due to an Engineer's documentation error, the noted updates were neither formally accepted or rejected at the time. In addition, bid item payments were also neglected for these months. After discussions with the Contractor and the WSDOT Construction Office, it was agreed that payment is due. As a portion of

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Date\_January 24, 2017  
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the “clear-all” settlement, it was decided to include the amount for these in the lump sum settlement rather than paying by bid item.

Basis of Cost & Justification

The total amount of this issue has been taken directly from the bid item unit price for each for the 16 schedule updates due the Contractor. Approximate value: \$16k

**Topsoil Bioretention Treatment Payment**

The Contractor discovered an error in the measurement of work for unit price Item #163, “Topsoil Type Bioretention Treatment”. The project office verified the mistake and agreed to payment of an additional 407.4 CY of this material. Since this issue is included in the lump sum settlement to clear all issues on the contract, the additional amount is added to this change order in lieu of being paid by the existing bid item.

Basis of Cost & Justification

The total lump sum amount of this issue has been calculated from the existing unit bid amount for Item #163. Approximate value: \$12K

**Chitosan Water Pretreatment**

Lines 32 and 33 on Page 358 of the Special Provisions, state the following:

*Temporary erosion and sediment control BMPs [Best Management Practices] shall be managed to maintain the influent to the CESF [sic] [Chitosan-Enhanced Sand Filtration] system below 600 NTUs [Nephelometric Turbidity Units].*

This provision is intended to ensure that the influent is within the performance limits of the CESF system and to encourage adequate TESC efforts in the areas of the project that contribute storm water runoff to the CESF collection system. Because the storm water influent to the CESF system had a turbidity exceeding 600 NTU, the Contractor had to take action to pretreat the water before final treatment and discharge to Waters of the State. The Contractor elected to use the chitosan system to re-treat water, above the 600 NTU limit, as a BMP to accomplish this task. The Contractor’s BMPs on the contract were to be paid by the force account item “Erosion/Water Pollution Control”, as directed by the Engineer. This office did not view this work as an established BMP and did not pay as such at the time.

Bid Item #160, “Operation of Chitosan-Enhanced Sand Filtration System”, was to provide payment for the per hour operation costs of the CESF when it was in use. The hours for this item were only measured when the system was discharging water into the settlement pond at acceptable levels. All time spent re-treating the water was not measured or paid on the item, nor was it paid on the force account item for BMPs.

After discussions with the Contractor and with advice from the Headquarters Construction Office, it was agreed to compensate the Contractor for re-treatment of the water with the CEFS.

**Basis of Cost & Justification**

The Contractor's requested amount for this work has been justified by a comparison of the unit bid prices bid on other WSDOT contracts and by a comparison of the hourly labor price for the operator of the system versus the estimated hours to perform the work. The Contractor's requested hourly price was found by taking the difference between the total gallons of water treated and the total gallons discharged, as noted on the Data Summary Report. This was divided by the 600 gallons per hour capacity of the system, as noted on the Contractor's submitted plan for the CEFS, to arrive at the total hours spent to re-treat the water. Approximate value \$571K

**Contract Item Overruns**

This change order also addresses all items on the contract that experienced a variation in revised bid item plan quantities of more than 125 percent, in accordance with Section 1-04.6 of the Standard Specifications. All overrun items meeting this criterion were reviewed by the Contractor and WSDOT and seven were negotiated for changes. These items are as follows:

Item #	Description	Revised Plan Qty	125% of Revised Plan Qty	Paid Qty.	Amt. Eligible for Negotiation
18	Removing Temp. Pavement Marking	15,100.00	18,875.00	86,709.00	67,834.00
29	Select Borrow	742.00	927.50	1,782.00	854.50
44	Quarry Spalls	1,834.00	2,292.50	2,886.03	593.53
215	Extruded Curb	10,808.00	13,510.00	15,472.00	1,962.00
249	Temp Pavement Marking	701,472.00	876,840.00	1,145,886.00	269,046.00
274	Conduit Pipe 2 in Diam	7,696.00	9,620.00	11,620.00	2,000.00
346	No Trespassing Sign	2.00	2.50	61.00	58.50

**Basis of Cost & Justification**

The total amount of additional compensation to the Contractor, or credit to the WSDOT, from these items has been estimated using average unit bid tabulation prices paid on other WSDOT projects for these standard items. A full review of the changes is included with in this change order package. Approximate value \$25K

**Contract Item Underruns**

Also addressed are all items in the contract that experienced a variation in revised bid item quantities of less than 75% percent, in accordance with Section 1-04.6 of the Standard Specifications. All underrun items meeting this criterion were reviewed by the Contractor and WSDOT, and 35 were deemed to be acceptable for additional compensation to cover the Contractor's unrecovered fixed overhead costs. These items are as follows:

Item #	Description	Revised Plan Unit Qty	75% of Plan Unit Qty	Unit Amt. Paid	Unpaid Units to 75%
19	Removing Paint Line	39,422.00	29,566.50	10,006.00	19,560.50
24	Roadway Ex. Including Haul	162,357.00	121,767.75	119,206.50	2,561.25
26	Pavement Repair Ex. Inc. Haul	1,961.00	1,470.75	1,255.60	215.15
27	Unsuitable Foundation Ex. Inc. Haul	19,510.40	14,632.80	8,214.20	6,418.60
30	Gravel Borrow Inc. Haul	139,703.00	104,777.25	36,602.00	68,175.25
87	Placing Perm. Casing for 8' Shaft	3.00	2.25	0.00	2.25
89	Casing Shoring	308.00	231.00	103.35	127.65
102	Conc. Cl. 4000 for Seal	133.00	99.75	0.00	99.75
137	HMA for Pavement Repair Cl. 1/2 in.	915.00	686.25	497.40	188.85
151	Check Dam	5,638.00	4,228.50	514.00	3,714.50
152	Inlet Protection	415.00	311.25	177.00	134.25
154	Tire Wash	5.00	3.75	3.00	0.75
157	Compost Sock	8,507.00	6,380.25	3,846.00	2,534.25
165	Seeding Fert. And Mulching	29.73	22.30	7.42	14.88
166	Special Seeding, Fert., and Mulching	1.28	0.96	0.00	0.96
168	Dry Native Seeding and Mulching	12,988.00	9,741.00	3,578.00	6,163.00
170	Topsoil Type B	2,000.00	1,500.00	1,000.00	500.00
201	Fine Compost	2,460.00	1,845.00	1,530.00	315.00
203	Soil Amendment	3,983.00	2,987.25	2,162.00	825.25
210	Cement Conc. Traffic Curb	400.00	300.00	165.20	134.80
212	Roundabout Trk. Apron Curb & Gutter	55.00	41.25	0.00	41.25
219	Beam Guardrail Transition Type 21	11.00	8.25	7.00	1.25
225	Temp. Conc. Barrier with Scupper	725.00	543.75	162.50	381.25
230	Operation of Transportable Attenuator	1,259.00	944.25	552.00	392.25
247	Raised Pavement Marker Type 1	524.00	393.00	15.04	377.96
248	Raised Pavement Marker Type 2	85.94	64.46	43.88	20.58
287	Shoring or Extra Ex. Class B	205,621.00	154,215.75	116,812.00	37,403.75
289	Gravel Backfill for Drain	376.00	282.00	242.00	40.00
290	Controlled Density Fill	19.00	14.25	0.00	14.25
316	Rock Drilling 2" Diam.	90.00	67.50	0.00	67.50
317	Rock Drilling 4" Diam.	5.00	3.75	0.00	3.75
344	Construction Geotex. For Underground Drainage	3,801.00	2,850.75	2,247.00	603.75
345	Construction Geotex. For Soil Stabilization	3,032.00	2,274.00	192.00	2,082.00
351	Rock Bolt	1,000.00	750.00	0.00	750.00

**Basis of Cost & Justification**

The total additional compensation to the Contractor for underrun items has been calculated by using a 6% fixed overhead cost for the unpaid amount of each item up to the 75% limit. The same overhead percentage was approved and used in deductive Change Orders No. 167 and 176. A copy of the Contractor's submitted documentation showing the 6% cost for home and job site overhead is included in this change order package. Approximate value \$34K

### **Drainage Unsuitable Excavation Replacement**

In the process of excavating to install Drainage Structures D5-8, D5-9 and D5-10, the Contractor encountered unsuitable material for backfill. The WSDOT inspector directed the Contractor to haul the material away for disposal and install gravel borrow to backfill the structures. Since this work was during a night shift, the Contractor had to haul 775 tons of borrow from an on-site stockpile and then replace it later during a day shift to be used as originally intended. Since this additional handling of the material consisted of a change in the nature of the intended work for "Gravel Borrow" bid item, it was agreed to pay the full cost of the material and contractor's loading and hauling time.

#### Basis of Cost & Justification

The total cost of this work was calculated from Report of Protested Work sheets that were completed by WSDOT inspectors at the time the work was performed. Approximate value \$21K

### **Rebuild Horizontal Drill Bench**

In the rock blasting areas on this project, the Contractor was required to bolt the rock faces as directed by the Engineer. After one section of the rock wall had been approved by the WSDOT Geotechnical Inspector, the Contractor removed the platform that had been used by the horizontal drill to access the work. After removal another section of rock in the same area came loose and the Contractor was directed to install additional bolts. This required work to re-establish, and later remove, the drilling access. It was agreed to compensate the Contractor for this added work since it was assumed that the area was stable and approved by the WSDOT beforehand.

#### Basis of Cost & Justification

The Contractor's proposed price for this work has been justified by an Engineer's Estimate of the total cost to perform the additional work. Approximate value \$4K

### **Removing Asphalt Curb**

The Contract Plans specified Type 1 extruded curb to be placed at the edge of the new roadway for the proper routing of drainage water after the final lift of asphalt was installed. The contract however, did not address the interim condition and relative elevations of the roadway between initial and final paving lifts when traffic was to be routed onto the roadway. Curbing was needed during this time in order to control erosion. If the Type 1 curb were installed per plan on the unfinished asphalt, the final lift would have rendered it insufficient in height for its intended purpose. Change Order No. 89 corrected this issue by either requiring the Contractor to install higher curb where possible or, in some places, removing the Type 1 curb before paving the final lift and then reinstalling. For removal, a force account item was added in the change order. At the time of removal, the WSDOT Project Inspector was unaware of the added force account item and the work was not tracked or paid. By agreement with the Contractor,

payment for this issue will be included in this change order and not by the established item.

Basis of Cost & Justification

The compensation amount for this issue has been justified by an Engineer's Estimate of the cost to perform the work. Approximate value \$5K

**PSC Subcontractor Item Payment Issues**

The subcontractor, Pavement Surface Control (PSC), was contracted by the prime to perform work on the bid items "Resetting Impact Attenuator" and "Reimbursement for Third Party Damages" (repairing temporary impact attenuators). After the contract was completed, PSC informed the Prime of an underpayment for 27 ea. impact attenuator resets, and 4 ea. repairs that were made to temporary impact attenuators.

The Contractor reviewed the request and forwarded the information to this office for evaluation. Research revealed several issues that provided partial answers for the underpayments:

- It was found that of the four additional repairs made to temporary impact attenuators, at least one was for damage caused by the prime contractor. Records for the other three repairs were either inclusive as to the cause or could not be found. As part of the negotiated settlement, it was agreed to pay for one half of these costs.
- Of the 27 impact attenuator resets requested, it was found that some could be legitimately agreed for payment, however others had not been paid since they were the result of Contractor initiated staging plan changes and revised plan sheets showing their locations had not been submitted as requested by the WSDOT. Other resets were denied for various reasons. Some were determined to be for the Contractor's convenience, some were installed incorrectly and had to be redone, and one was installed on the downstream end of the barrier which was not required. Since no identifying documentation was provided by the Contractor, it was again decided to provide payment for one half of additional resets requested.

Basis of Cost & Justification

The total amount estimated for the cost of repairing damaged impact attenuators was taken from the average of two previous force account payments made for this work on the third party damages item. Each of those previous repairs averaged \$14,309 and that amount was used to estimate the cost of the two additional agreed upon repairs. The total cost for the agreed additional 13.5 attenuator reset payments will be paid at the original unit bid price of \$1,680 each. Payment for this work is included in the lump sum amount of this change order and will not be paid on the established bid item. Approximate value \$51K

To\_Derek Case  
Date\_January 26, 2017  
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**Contract Time**

Contract time will not be affected by this change order.

**Prior Approvals**

Approvals for this change order have been received from Gil McNabb (NW Region Engineering Manager), Derek Case (Assistant State Construction Engineer) and Craig McDaniel (Deputy State Construction Engineer).

**List Attachments**

Change Order, Change Order Checklist, Approvals from Gil McNabb, Derek Case and Craig McDaniel, Estimate Summary and the various estimates and issue amount justifications.

TN:es  
Attachments  
File: 3-B

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

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CONTRACT NO: 008128 FEDERAL AID NO:  
CONTRACT TITLE: SR 522, SNOHOMISH RIVER BRIDGE TO US 2 VIC WIDENING  
CHANGE ORDER NO: 188 RESOLVE ALL ISSUES

PRIME CONTRACTOR: [REDACTED] SCARSELLA BROS., INC.  
P O BOX 68697  
SEATTLE

WA 98168-0697  
**RECEIVED**  
JAN 20 2017  
SCARSELLA BROS, INC.

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

ENDORSED BY: <i>[Signature]</i> CONTRACTOR: <i>Scarsella Bros., Inc.</i> DATE: <i>Jan. 20, 2017</i>	SURETY CONSENT:  ATTORNEY IN FACT:  DATE:
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ORIGINAL CONTRACT AMOUNT: 73,138,890.32  
 CURRENT CONTRACT AMOUNT: 75,334,803.81  
 ESTIMATED NET CHANGE THIS ORDER: 2,042,000.00  
 ESTIMATED CONTRACT TOTAL AFTER CHANGE: 77,376,803.81

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

*[Handwritten initials]*

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED ( ) EXECUTED PROJECT ENGINEER: <i>Tim Nau</i> Tim Nau, Asst. PE DATE: <i>26 Jan 2017</i>	EXECUTED: STATE CONSTRUCTION ENGINEER: <i>[Signature]</i> DATE: <i>Feb 2nd, 2017</i>
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED ( ) EXECUTED REGIONAL ADMIN: <i>[Signature]</i> BY: <i>[Signature]</i> DATE: <i>1-30-2017</i>	OTHER APPROVAL WHEN REQUIRED  SIGNATURE: _____ DATE: _____  REPRESENTING: _____

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

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**CONTRACT NO: 008128**

**CHANGE ORDER NO: 188**

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:

**DESCRIPTION**

With exception of the following items:

- 1.the terms of agreement specified in Change Order No. 133,
  - 2.the issue of the containment of facing rock at Walls 8 and 10 and
  - 3.fencing work to be completed in accordance with the terms of Change Order #181 and fencing to be installed at the Harris property in accordance with existing contract terms,
- the Contractor, Scarsella Brothers Inc., by the signing of this change order agrees and certifies that:

Upon payment of this change order in the amount of \$2,042,000, any and all claims or requests for payment in any manner arising out of, or pertaining to, Contract No. 8128, have been satisfied in full and the State of Washington is released and discharged from any such claims or extra compensation in any manner arising out of Contract No. 8128.

**MEASUREMENT AND PAYMENT**

The new lump sum item, "CO 188, Resolve all Issues", in the agreed amount of \$2,042,000, will be full payment for the terms described in this change order.

**CONTRACT TIME**

This change order will not affect contract time.

**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
CHANGE ORDER**

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<b>CONTRACT NO: 008128</b>	<b>CHANGE ORDER NO: 188</b>
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ITEM NO	GROUP NO	STD ITEM	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE
1105	01		CO 188, RESOLVE ALL ISSUES	L.S.	0.00	0.00	367,560.00
1105	02		CO 188, RESOLVE ALL ISSUES	L.S.	0.00	0.00	1,061,840.00
1105	03		CO 188, RESOLVE ALL ISSUES	L.S.	0.00	0.00	612,600.00

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2,042,000.00  
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**Change Order Checklist**

Cont. No. : <u>8128</u>		Cont. Title: <u>SR 522 Sno. River Bridge to US 2 Vic</u>		If yes, State Construction Office Approval Required.
C.O. No.: <u>188</u>		C.O. Title: <u>Clear all Issues</u>		
<b>I. Executed by the State Construction Office</b>				
1.	Cost or credit equal to or exceeding \$500,000. *1, *3	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	X
2.	Change in the contract documents beyond the scope, intent, or termini of the original contract. *2	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
3.	Any proposed revision or deletion of work that affects the Condition of Award requirements. (Must be coded "CO" in CCIS, Includes changes to goal or commitment)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
4.	Change in contract time greater than 30 working days, or a change in contract time not related to any change order. *1	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
<b>II. Executed by the Region (Per Delegation)</b>				
5.	Determination of impacts and/or overhead.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	X
6.	Change to Contract Provisions or Standard Plans.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
7.	Material or product substitution. (Excludes materials associated with Std. Specification Sections 6-07, 8-01, 8-02, 8-12, 8-18, & 8-20)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
8.	Structural design change in the roadway section. (Requires concurrence from designer)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
9.	Determination of changed condition. (Section 1-04.7 of the Standard Specifications)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
10.	Settlement of a claim. (Section 1-09.11(2) of the Standard Specifications)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
11.	Repair of Damage regarding "acts of God" or "acts of the public enemy or of government authorities". (Section 1-07.13 of the Standard Specifications)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X
12.	Structural change to structures.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	X

Approvals obtained: Project Engineer: Tim Nau Date: 12/7/2016  
 Region: Gil McNabb Date: ~~12/7/2016~~ 1/24/17  
 State Construction Office: Derek Case, Craig McDaniel Date: ~~12/7/2016~~ 1/24/17  
 Other (Local Agency, FHWA, Surety, etc.): \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by the Project Engineer:**  
 CO reason(s) (See "2008 Codes and Definitions" on State Construction Office web page) AB, 07, UC, CS  
 Change Order Prepared by: Earl Sizer Date: 12/23/2016

Is this project under full FHWA stewardship oversight?\*1  Yes  No

**To be completed by the Region:**  
 Is the change eligible for Federal participation where applicable?  Yes  No  
 Change Order Reviewed by: Harold Key Date: 1/30/2017

- \*1. Change (Cost or Credit) greater than \$200,000 or greater than 30 days on Full Federal Stewardship Oversight requires FHWA approval (See Construction Manual - Ch. 1.2.4C(3), Ch 1-3.4 and <http://www.wsdot.wa.gov/biz/construction/Stewardship/Stewardship.xls>)
- \*2. 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 require reporting (See reporting instructions and template on State Construction Office web page)

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.



Cont. No. : 8128  
C.O. No.: 188

Cont. Title: SR 522 Sno. River Bridge to US 2 Vic  
C.O. Title: Clear all Issues

If yes, State  
Construction Office  
Approval Required.

III. Executed by the Region Engineering Manager				
13. Cost or credit equal to or exceeding \$100,000.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
14. Change in contract time between 10 and 30 working days, or a change in contract time not related to any change order.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		

Has design documentation been updated?  Yes  No

Checklist prepared by (Project Field Office): ES Date: 6/22/2016

Change Order reviewed by (Project Field Office): \_\_\_\_\_ Date: \_\_\_\_\_

<b>Clearances:</b>	
Funding:	Name: <u>N/A</u> Date: <u>N/A</u>
<b>Is Sales Tax Included?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Design/Technical Lead	Name: _____ Date: _____
Maintenance	Name: _____ Date: _____
Agreements?	Name: _____ Date: _____
Local Agency Coordination?	Name: _____ Date: _____
Other? _____	Name: _____ Date: _____

# 8128 Clear All Issues Summary of Estimates

	Total Estimated
Traffic Control LS Items	\$ 729,981
Street Cleaning	\$ 113,731
Spreading Water	\$ 59,213
Drainage Changes	\$ 55,299
Wall 5 Water Impact	\$ 222,908
Re-Clean Drainage Structures	\$ 44,881
Schedule Update	\$ 16,000
Topsoil Bioretention Treatment	\$ 12,219
Chitosan Treatment	\$ 571,037
Contract Item Overruns	\$ 25,292
Over/Under runs	\$ 34,170
Drainage Unsuitable Ex.	\$ 20,663
Re-Establish Horizontal Drill Bench	\$ 3,985
Removing Asphalt Curb	\$ 5,062
Pavement Surface Control Close out Items	\$ 51,298
<b>Total</b>	<b>\$ 1,965,739</b>
<b>W/10%</b>	<b>\$ 2,162,312</b>

Estimate within 10% of the negotiated amount of \$2,042,000. Agree to negotiated amount.

Notes: In addition  
 This C.O. includes  
 clearing the #4 Mil Grinder  
 Lough disputed item.  
 Several of these items  
 are contract specified  
 adjustments to quantity overruns or  
 added work.

*[Signature]*