

Contract Number 009015	Contract Title SR 520 Montlake to Lk Washington I/C and Bridge Replacement Project	Federal Aid Number State Project
Change Order Number 068	Change Description COVID Monthly Costs for Sanit.	Date September 29, 2020
Region SR 520 Program	Project Engineer Robyn Boyd <i>RLB</i>	Phone Number 206-770-3594
Prime Contractor / Design-Builder Graham Contracting Ltd		
<input checked="" type="checkbox"/> Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications or the RFP <input checked="" type="checkbox"/> Change proposed by Contractor / Design-Builder		
Evolution & Description Of Change This is a Headquarters executed change order. Description & Evolution of Change: This is a WSDOT-Initiated Change in accordance with General Provisions Section 1-04.4(1) that provides monthly compensation to the Design-Builder (D-B) for direct costs associated with cleaning and sanitizing the Project site and offices due to the Novel Coronavirus (COVID-19). This change order addresses those monthly costs for a twelve month period beginning on June 1, 2020 through May 31, 2021. It is currently anticipated that extra cleaning and sanitation efforts could be required by Washington State Department of Labor & Industries (L&I) and Washington State Department of Health (DOH) beyond this time period. Please see the related information in the Entitlement section below. On January 21, 2020, the first case of COVID-19 in the United States was confirmed in Washington State. On February 29, 2020, the first COVID-19 related death in the United States occurred in Washington State, and Governor Inslee issued a Proclamation of Emergency to address the outbreak. On March 16, 2020, WSDOT began implementing emergency response procedures. Governor Inslee issued the "Stay Home, Stay Healthy" Proclamation on March 23, 2020, which requested that people limit travel and closed all businesses not deemed essential. On March 26, 2020, all active WSDOT construction projects were suspended with the exception of certain fish passage projects that were deemed essential. On March 23, 2020, the Project Office received a Memorandum from the Deputy State Construction Engineer regarding COVID-19 Response Change Order Guidance. Guidance was provided to assist Project Engineers as they worked with contractors to achieve the mandate set by the State Construction Engineer. The Memorandum provided specific reasons for WSDOT participation in direct costs associated with health and safety measures to combat COVID-19 and reiterated that WSDOT is committing only to compensate for direct costs. Direct costs include additional equipment, materials, or labor associated with implementing a plan or performing additional sanitation-related efforts on the project. Labor inefficiencies introduced by changes in procedures are not eligible for payment. The Deputy State Construction Engineer stated that the Memorandum can be considered Headquarters Construction approval of a change order with terms that abide by the guidance above. On March 25, 2020, the WSDOT State Construction Engineer informed the D-B, Graham Contracting Ltd (GCL) - and all other WSDOT contractors - that WSDOT was temporarily suspending all construction projects, effective immediately, to be consistent with the Governor's Stay Home, Stay Healthy proclamation. The suspension of Work was in accordance with Section 1-08.6 of the General Provisions. The directive required immediate efforts to close the Montlake Project down, leaving it in a safe and maintainable condition, and stated that certain administrative or design-related activities could continue as long as they conformed to the requirements of the Governor's order. (continuation on next page "Change Record Continuation")		

Distribution By:

Project Office

Copy of Change Records & Change Order w/Backup - Project Engineer
Copy of ONLY Change Order - Prime Contractor / Design-Builder
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DOT Form 422-002

Region

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Change Record – Continuation
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Evolution & Description of Change (continued)

On March 26, 2020, the WSDOT Montlake Project Team sent Serial Letter MLG0150 to GCL reiterating the directive from the WSDOT State Construction Engineer. The letter stated that the suspension would last at least the next 14 days and could be extended longer as directed by the Governor. WSDOT requested the suspension begin as quickly as possible with the goal to suspend the majority of the on-going work by close of business, Thursday, March 26, 2020. The one allowance to continue work was operations required to complete stabilization and ground improvements associated with the North Pit of the 54-inch waterline. This work was to be completed by the close of business, Friday, March 27, 2020, leaving the entire project suspended. GCL was still responsible for maintenance of their environmental BMPs, maintenance of traffic control devices, other project facilities, and keeping the site secure during the suspension.

On March 30, 2020, the WSDOT Montlake Project Team sent another Serial Letter to GCL (MLG0151), providing clarification that WSDOT also requires suspension of all fabrication operations associated with the Montlake Project.

On April 3, 2020, the WSDOT Montlake Project Team sent Serial Letter MLG0154 to GCL, stating that the Project Suspension, including off-site fabrication, was extended to May 4, 2020. WSDOT's extension of the Suspension period was consistent with continuation of the Governor's Stay Home, Stay Healthy proclamation.

WSDOT and GCL continued to communicate during the Suspension, and GCL completed the necessary actions outlined by WSDOT on May 8, 2020 in MLG0172, which included: 1) implementation of all COVID-19 health and safety measures and training, and 2) identifying how Phase 1 activities would meet low risk requirements. On May 13, 2020, WSDOT lifted the Project Suspension, authorizing GCL to return to the Project site to begin Phase 1 (Low Risk) work activities (MLG0174). GCL assessed their planned work activities and concluded that the limited number of activities that were permissible under Phase 1 work resumption were not sufficient to advance the critical path of the project. Because of this, WSDOT did not resume charging working days under the contract.

In early June 2020, WSDOT was notified by the Governor's office that King County's request to move into "Phase 1.5" of re-opening had been approved. Based on this determination, WSDOT authorized GCL to begin the Project's Phase 2 (Medium and High Risk) construction work on the date of WSDOT's letter, June 5, 2020 (MLG0182). This level of authorization enabled the resumption of the remaining work activities needed to advance the critical path of the project schedule. GCL received WSDOT's letter on Friday, June 5, 2020 and resumed Work at their earliest opportunity, which was Monday, June 8, 2020.

To prevent the spread of COVID-19, GCL will provide daily cleaning and sanitizing of the Project site and Project offices in accordance with their updated health and safety plan as well as State and other regulatory requirements. This change order compensates GCL for direct costs associated with additional cleaning and sanitizing of the Project site and offices. Additional Work includes, but is not limited to, the following:

- Personal Protective Equipment (PPE) specifically associated with COVID-19, including masks, face shields, and other COVID-related PPE
- Additional cleaning supplies dedicated to COVID-19 sanitation

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- COVID-19 Supervisor
- Craft labor dedicated to cleaning and sanitizing areas within the Project site
- Equipment used by craft labor and COVID-19 supervisors for additional cleaning operations dedicated to COVID-19 sanitation
- Cleaning service to perform additional cleaning and sanitizing for D-B and WSDOT Project offices, bathrooms, and other employee or common areas.

The above scope of work and resulting change order have been reviewed by the 520 Program and WSDOT Headquarters Construction. The 520 Program has given concurrence on the text of this change order and approval to proceed with the change.

A separate additional change order will be considered to address the remaining COVID-19 related issues such as the following:

- Design-Builder alleged costs related to schedule recovery associated with the COVID-19 Suspension of Work.

Previous change orders related to COVID-19 have been executed as follows:

1. CO 59 “COVID Pre-Suspension” – compensated GCL for direct costs to implement COVID-19 health and safety measures prior to Suspension – executed July 7, 2020
2. CO 60 “COVID Closeout Certification” – incorporated a new certification form into the Contract as part of the Permanent Final Records – executed July 14, 2020
3. CO 64 “COVID Suspension of Work” – compensated GCL for direct costs associated with the COVID-19 Suspension of Work period from March 26, 2020 through June 7, 2020 – executed August 25, 2020

Entitlement:

In accordance with General Provisions Section 1-04.4(1) and the March 23, 2020 directive issued by the WSDOT State Construction Engineer, WSDOT agrees to compensate the D-B on a monthly basis for a portion of its direct costs for the Work described in this change order. The agreed monthly amount of this change order is \$96,600.00 with an estimated total amount of \$1,159,200.00 based on a twelve-month period. Payments shall be made monthly for each full month that the D-B provides the additional sanitation efforts described herein. Compensation shall begin for the month of June 2020 and continue as provided in this change order.

WSDOT may terminate monthly compensation prior to the end of the twelve-month period if additional COVID-19 cleaning and sanitation efforts are no longer required.

A new and separate change order will be mutually agreed to between the D-B and WSDOT if COVID-19 cleaning and sanitation efforts continue to be required by L&I and DOH beyond the twelve-month period contained in this change order. Additionally, the D-B and WSDOT agree that the monthly compensation amount specified in this change order may be adjusted for the remaining period beyond December 31, 2020 if COVID-19 requirements have been modified by L&I and DOH, or if there is an increase in the on-site workforce which necessitates an increase in the cleaning and sanitizing efforts to meet the requirements of the project COVID-19 Health and Safety Plan.

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The Engineer's Independent Estimate was based on information provided by industry sources, detailed estimating practice, and historical cost data. It considered compensation to the D-B for a portion of the estimated amount and did not include home office overhead as part of markups.

Contract Time: This change order does not modify Contract Time.

Contractor Concurrence: The Design-Builder has concurred with this change.

FHWA Participation: Not Applicable

Condition of Award (COA): This Contract does not have a COA. This change does not affect the Voluntary MSVWBE Participation Requirements.


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DEPARTMENT OF TRANSPORTATION
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CONTRACT NO: 009015 FEDERAL AID NO:
CONTRACT TITLE: SR 520, MONTLAKE TO LAKE WASHINGTON I/C AND BRIDGE
CHANGE ORDER NO: 68 COVID MONTHLY COSTS FOR SANIT.

PRIME CONTRACTOR: SW0211276 GRAHAM CONTRACTING, LTD.
13555 SE 36TH ST SUITE 120
BELLEVUE WA 98006-1442

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

ENDORSED BY:  <hr/> CONTRACTOR SIGNATURE Sep 24, 2020 <hr/> DATE	SURETY CONSENT: <hr/> ATTORNEY IN FACT <hr/> DATE
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ORIGINAL CONTRACT AMOUNT:	455,349,888.00
CURRENT CONTRACT AMOUNT:	458,579,398.00
ESTIMATED NET CHANGE THIS ORDER:	1,159,200.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE:	459,738,598.00

Signature Required: Project Engineer State Construction Engineer
 Regional Administrator Other Agency

 <small>Robyn L. Boyd (Sep 24, 2020 11:44 PDT)</small> <hr/> PROJECT ENGINEER SIGNATURE Sep 24, 2020 <hr/> DATE	 <small>Jon Deffenbacher (Sep 29, 2020 13:45 PDT)</small> <hr/> STATE CONSTRUCTION ENGINEER SIGNATURE Sep 29, 2020 <hr/> DATE						
 <small>David P. Becher (Sep 24, 2020 13:14 PDT)</small> <hr/> REGIONAL ADMINISTRATOR SIGNATURE Sep 24, 2020 <hr/> DATE	OTHER APPROVAL WHEN REQUIRED <hr/> <table style="width: 100%;"> <tr> <td style="width: 80%;">SIGNATURE</td> <td style="width: 20%;">DATE</td> </tr> <tr> <td> <hr/></td> <td> <hr/></td> </tr> <tr> <td>REPRESENTING</td> <td></td> </tr> </table>	SIGNATURE	DATE	 <hr/>	 <hr/>	REPRESENTING	
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All work, materials, and measurements to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

This contract is revised as follows:

The first paragraph above is revised to read:

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 is a WSDOT-Initiated Change in accordance with General Provisions Section 1-04.4(1) that provides monthly compensation to the Design-Builder for direct costs associated with cleaning and sanitizing the Project site and offices due to the Novel Coronavirus (COVID-19). This change order begins on June 1, 2020 and ends on May 31, 2021; however, it is currently anticipated that extra cleaning and sanitation efforts could be required by WA L&I and WA DOH beyond this time period.

GENERAL:

This change order provides compensation to the Design-Builder for direct costs associated with additional cleaning and sanitizing of the Project site and offices that is required due to COVID-19. Additional Work includes, but is not limited to, the following:

- o Personal Protective Equipment (PPE) specifically associated with COVID-19, including masks, face shields, and other COVID-related PPE
- o Additional cleaning supplies dedicated to COVID-19 sanitation
- o COVID-19 Supervisor
- o Craft labor dedicated to cleaning and sanitizing areas within the Project site
- o Equipment used by craft labor and COVID-19 supervisors for additional cleaning operations dedicated to COVID-19 sanitation
- o Cleaning service to perform additional cleaning and sanitizing for Design-Builder and WSDOT Project offices, bathrooms, and other employee or common areas

PAYMENT:

The new pay item, "COVID - Monthly Costs for Sanit." in the agreed monthly amount of \$96,600.00, with an estimated total amount of \$1,159,200.00 based on a twelve-month period, shall be full and final compensation for associated direct costs related to this change order. Payments shall be made monthly for each full month that Design-Builder provides the additional sanitation efforts described herein. Compensation shall begin for the month of June 2020 and continue as provided in this change order.

WSDOT may terminate monthly compensation prior to the end of the twelve-month period if additional COVID-19 cleaning and sanitation efforts are no longer required.

A new and separate change order will be mutually agreed to between the Design-Builder and WSDOT if COVID-19 cleaning and sanitation continues to be required by WA L&I and WA DOH beyond the twelve-month period contained in this change order. Additionally, the Design-Builder and WSDOT agree that the monthly compensation amount specified in this change order may be adjusted for the remaining period beyond December 31, 2020 if COVID-19 requirements have been modified by WA L&I and WA DOH, or if there is an increase in the on-site workforce which necessitates an increase in the cleaning and sanitizing efforts to meet the requirements of the project COVID-19 Health and Safety Plan.

CONTRACT TIME:

Contract time (and all interim milestones) shall be addressed under a future Change Order.

MISCELLANEOUS:

By signing this Change Order, the Design-Builder agrees and certifies that WSDOT has the right to demand full reimbursement for the costs of any items

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in this Change Order if WSDOT reasonably determines that the Design-Builder, any Subcontractor or supplier who were compensated under this change order, received full or partial compensation for such items through other public funding sources, including but not limited to any federal funding related to COVID-19. To recover such funds, WSDOT may (i) process a future Change Order deducting any and all amounts paid for items related to this Change Order, (ii) withhold payment for any and all remaining bid items associated with this Change Order, (iii) or use any other means necessary to recover such funds.

After Physical Completion, in order to obtain Final Completion, the Design-Builder shall provide the Engineer a certification stating that the Design-Builder, any Subcontractor or supplier who were compensated under this change order, have not received full or partial compensation through other public funding sources for any items within this Change Order. Design-Builder may rely upon attested-to certifications from its subcontractors and suppliers without further investigation in making its certification to WSDOT.

Reservations of Rights:

The Design-Builder reserves its rights to seek an equitable adjustment for a compensable extension of time and associated costs arising out of or related to the COVID-19 Suspension of Work as well as an equitable adjustment for costs incurred due to lost productivity and inefficiencies arising out of or related to COVID-19 incurred after June 7, 2020. This reservation does not constitute an acknowledgment by WSDOT that entitlement exists.

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ITEM NO	GROUP NO	STD ITEM	UNIT OF MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE
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ITEM DESCRIPTION:	CO 068 COVID MONTHLY COSTS FOR SANIT.	MO.	96,600.00	12.00	1,159,200.00
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AMOUNT TOTAL

 1,159,200.00
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