


WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER

DATE: 12/21/20
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CONTRACT NO: 009127 FEDERAL AID NO:
CONTRACT TITLE: SR 99, AWV DEMOLITION DECOMMISSIONING & SURFACE ST
CHANGE ORDER NO: 44 COVID19 SUSPENSION

PRIME CONTRACTOR: [REDACTED] KIEWIT INFRASTRUCTURE WEST CO.
33455 6TH AVE S
FEDERAL WAY WA 98003-6335

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

ENDORSED BY:  <small>Ian McPherran (Dec 21, 2020 20:08 PST)</small>	SURETY CONSENT:
CONTRACTOR SIGNATURE Dec 21, 2020	ATTORNEY IN FACT
DATE	DATE

ORIGINAL CONTRACT AMOUNT: 93,749,999.00
CURRENT CONTRACT AMOUNT: 117,667,277.31
ESTIMATED NET CHANGE THIS ORDER: 812,702.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 118,479,979.31

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

 <small>Patrick Fuller (Dec 22, 2020 06:08 PST)</small>	 <small>J. Dewayne Matlock (Dec 22, 2020 14:35 PST)</small>
PROJECT ENGINEER SIGNATURE Dec 22, 2020	STATE CONSTRUCTION ENGINEER SIGNATURE Dec 22, 2020
DATE	DATE
	OTHER APPROVAL WHEN REQUIRED
REGIONAL ADMINISTRATOR SIGNATURE Dec 22, 2020	SIGNATURE DATE
DATE	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 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 additional costs and/or time associated with the Novel Coronavirus (COVID-19) Work Suspension from start of Work Suspension (March 27, 2020) to start of Phase 2 Construction Restart (June 8, 2020). This includes, but is not limited to the following:

- Suspension of Work for convenience for Seventy-Three (73) Calendar Days under Contract General Provisions Section 1-08.6
- Demobilization
- Maintaining additional equipment, materials, and labor necessary to implement the requisite health and safety measures to combat COVID-19 at the Project site
- Performing additional cleaning and sanitation-related efforts on the Project in accordance with the requisite COVID-19 health and safety measures
- Establishing and maintaining additional washing and sanitizing stations and sanitation supplies, ongoing cleaning of facilities, and maintenance of other facilities necessary to maintain worker separation, in accordance with the requisite COVID-19 related health and safety measures
- Maintaining equipment on-site while on standby
- Site Maintenance including but not limited to environmental, traffic control devices, project facilities, material storage, protection of existing work and security
- Preparing for and re-mobilization of equipment
- Work as described on page 13 of 13 of this Change Order

This Change Order shall be full and final payment/additional time given to the Design-Builder associated with COVID-19 and Work as described herein.

The D-B shall remain in compliance, as applicable, with Phase 1 and Phase 2 COVID-19 Job Site Requirements, as shown on pages 5 through 12 of this Change Order.

The Design-Builder shall remain in compliance with current government, health agency, and all government related entity guidelines, plans, directives, and law related to COVID-19. This includes, but is not limited to, the Washington State Department of Health, Washington State Department of Labor and Industries, Occupational Safety and Health Administration, Washington State Office of the Governor, WSDOT, and all applicable Washington State Laws.

CONTRACT:

Design-Build Technical Proposal, Form D CONTRACT TITLE/MILESTONE COMPLETION DEADLINES, as modified by Change Order 4, 13, and 27, is revised as follows:

Delete:

Completion Date: September 23, 2020 (Notice to Proceed 1 To Substantial Completion)

MEASUREMENT:

No specific unit of measure shall apply to the new Lump Sum Bid Item "CO 044, PROJECT SUSPENSION COSTS".

No specific unit of measure shall apply to the new Lump Sum Bid Item "CO 044, COVID19 RESPONSE".

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PAYMENT:

Compensation to the Design-Builder shall be in accordance with page 13 of 13 of this Change Order and as described herein.

The new Lump Sum Bid Item, "CO 044, PROJECT SUSPENSION COSTS" in the amount of \$679,285.85, shall be full and final payment for costs associated with, but not limited to, demobilization/re-mobilization, maintaining equipment on-site while on standby, site maintenance (including but not limited to environmental, traffic control devices, project facilities, material storage, protection of existing work, and security), and the remaining COVID-19 Work Suspension costs as described herein.

The new Lump Sum Bid Item, "CO 044, COVID19 RESPONSE" in the amount of \$133,416.15, shall be full and final payment for COVID19 response costs associated with, but not limited to, maintaining additional equipment, materials, and labor necessary to implement the requisite health and safety measures to combat COVID-19 at the Project site, performing additional cleaning and sanitation-related efforts on the Project, and establishing and maintaining additional washing and sanitizing stations and sanitation supplies, ongoing cleaning of facilities, and maintenance of other facilities necessary to maintain worker separation, in accordance with the requisite COVID-19 related health and safety measures.

CONTRACT TIME:

The Design-Builder and WSDOT agree that this Change Order has no impact to Contract Time, and as such, no extension of Contract Time will be granted as a result of this Change Order. Contract Time was suspended from March 27th, 2020 to June 7th, 2020.

MISCELLANEOUS:

The Design-Builder certifies the amount of time and/or 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.

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 in this Change Order if WSDOT determines, in its sole discretion, that the Contractor, 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 Contractor, 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.

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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 044, PROJECT SUSPENSION COSTS					
1032	CV		L.S.	0.00	0.00	679,285.85

ITEM DESCRIPTION:	CO 044, COVID19 RESPONSE					
1033	CV		L.S.	0.00	0.00	133,416.15

AMOUNT TOTAL

812,702.00
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