## Change Order Checklist

**Cont. No.:** 8662  
**Cont. Title:** I-90, Two-Way Transit & HOV Operation, Stage 3

**C.O. No.:** 167 R4  
**C.O. Title:** Final Clear-All Settlement

### I. Executed by the State Construction Office

1. **Cost or Credit equal to or exceeding $500,000,** ☑️
   - If yes, State Construction Office Approval Required.

2. **Change in the contract documents beyond the scope, intent, or terminal of the original contract,** ☑️
   - If yes, State Construction Office Approval Required.

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)

4. **Change in contract time greater than 30 working days, or a change in contract time not related to any change order,** ☑️
   - If yes, State Construction Office Approval Required.

### II. Executed by the Region (Per Delegation)

5. **Determination of Impacts and/or overhead,** ☑️
   - If yes, State Construction Office Approval Required.

6. **Change to Contract Provisions or Standard Plans,** ☑️
   - If yes, State Construction Office Approval Required.

7. **Material or product substitution.**
   - (Excludes materials associated with Std. Specification Sections 6-07, 8-01, 8-02, 8-12, 8-18, & 8-20)
   - If yes, Material Specifications Approval Required.

8. **Structural design change in the roadway section.**
   - (Requires concurrence from designer)

9. **Determination of changed condition.**
   - (Section 1-04.7 of the Standard Specifications)

10. **Settlement of a claim.**
    - (Section 1-09.11(2) of the Standard Specifications)

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)

12. **Structural change to structures.**

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**Approvals obtained:**  
**Project Engineer:** James Harper  
**Region:** Steve Strand  
**State Construction Office:** Jim Cuthbertson  
**Other (Local Agency, FHWA, Surety, etc.):** FHWA / Sound Transit

**To be completed by the Project Engineer:**  
**Change Order Prepared by:** Matt Gill  
**Date:** 1/31/2020

**Is this project under full FHWA stewardship oversight?** ☑️

**To be completed by the Region:**  
**Change Order Reviewed by:** Peter Klasell  
**Date:** 4/22/2020

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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]

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.

DOT Form 422-003  
9/27/2018
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER

DATE: 03/31/20
Page 1 of 6

CONTRACT NO: 008662
FEDERAL AID NO: TIGER-2014 (088)
CONTRACT TITLE: I-90, TWO-WAY TRANSIT & HOV OPERATIONS STAGE 3
CHANGE ORDER NO: 167 R4 FINAL CLEAR--ALL SETTLEMENT

PRIME CONTRACTOR: IMCD GENERAL CONSTRUCTION, INC.
2116 BUCHANAN LOOP
FERNDALe WA 98248-9801

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

ENDORSED BY: T

CONTRACTOR

SURETY CONSENT:

ATTORNEY IN FACT

DATE

ORIGINAL CONTRACT AMOUNT: 120,105,661.15
CURRENT CONTRACT AMOUNT: 129,751,392.23
ESTIMATED NET CHANGE THIS ORDER: 2,657,585.92
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 132,408,978.15
Approval Required: ( ) Region ( ) Olympia Service Center ( ) Local Agency

( X) APPROVAL RECOMMENDED ( ) EXECUTED

PROJECT ENGINEER

STATE CONSTRUCTION ENGINEER

DATE 4/08/2020

DATE 6/14/20

( ) APPROVAL RECOMMENDED ( ) EXECUTED

REGIONAL ENGINEER

OTHER APPROVAL WHEN REQUIRED

SIGNATURE

DATE

REPRESENTING

CG0164 (revised Feb 2005)
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER

DATE: 03/31/20
Page 1 of 6

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EXECUTED

EXECUTED:

PROJECT ENGINEER

STATE CONSTRUCTION ENGINEER

REGIONAL AGENCY

OTHER APPROVAL WHEN REQUIRED

FHWA-Lindsey Handel 4/21/2020

SIGNATURE

REPRESENTING
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER

DATE: 03/31/20
Page 1 of 6

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FERNDALE WA 98248-9801

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PROJECT ENGINEER STATE CONSTRUCTION ENGINEER

DATE DATE

( ) APPROVAL RECOMMENDED ( ) EXECUTED

REGIONAL ADMIN.

OTHER APPROVAL WHEN REQUIRED

BY: Sound Transit

SIGNATURE REPRESENTING

DATE DATE

CG02/04 (revised Feb 2005)
## Third Party Agreement Change Order Cover Sheet

### WSDOT Change Order No.: 167 R4 Final Settlement

<table>
<thead>
<tr>
<th>Third Party</th>
<th>WSDOT</th>
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<tbody>
<tr>
<td>Agreement Title</td>
<td>Construction Management</td>
</tr>
<tr>
<td>Project/Phase</td>
<td>I-90 Two-Way Transit and HOV Ops, Stage 3 - Construction</td>
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**Approval Authority - as of 4/15/2020**

- [ ] Project Manager / Agreement Manager
- [ ] Project Director / Department Director
- [ ] Executive Director
- [ ] Change Control Board
- [ ] Chief Executive Officer
- [ ] Finance Committee
- [ ] Sound Transit Board

**Agreement Summary - as of 4/15/2020**

This summary may reflect potential out-of-sequence changes. Verify against online system before use.

- (A) Original Agreement Amount $166,323,807.00
- (B) Original Agreement Contingency $9,872,918.00
- (C) Additional ST Board Authority $176,196,725.00
- (D) Current Agreement Authority $176,196,725.00
- (E) Previous Changes (pending & executed) $9,277,856.93
- (F) Current Agreement Commitment $175,801,663.93
- (H) Contingency Available (prior to this CO) $595,061.07
- (I) Less: Amount of this Change Order $595,061.07
- (J) Contingency Remaining (after this CO) $0.00

**ST Endorsement (prior to Third Party issuance)**

- Project Control Lead: Tony Magnelli
- Project Manager / Agreement Manager: Sepehr Sobhani
- ST Approval (post Third Party Approval):
  - Director Construction Management: Matt Preedy
  - Deputy Executive Director of Project Control & V.E.: Aniekan Usoro
  - Executive Director: Ron Lewis
  - Chief Executive Officer: DCEO Kimberly Farley, for: Peter Rogoff

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This WSDOT Change order is the claim settlement with their Contractor; it draws from WSDOT-controlled contingency authorized by Amendment 6, executed 12/10/2019 by the Deputy CEO; it requires concurrent ST approval per Exhibit WSDOT-4 of the task order. The ST contingency is not affected by this change order. This is the final R&6 change order; see attached CO memo for further details.
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 OF THE WORK
This change order resolves any and all claims in any manner arising out of, or pertaining to, Contract Number 8662. Including, but not limited to, issues described in IMCO SL series 718 and 654.

MATERIALS REQUIREMENTS
Materials shall meet the requirements of the Contract.

CONSTRUCTION REQUIREMENTS
1. The required date for Substantial Completion is hereby revised to July 14, 2017, and the Contractor is granted Substantial Completion on July 14, 2017.
2. The requirement for Final System Acceptance Tests, Volume 2, page 575, lines 4 through 31, is deleted.
3. The following Special Provision, regarding Physical Completion Liquidated Damages, is deleted: the Addendum 7 replacement of Volume 1, page 181, lines 38 through 47.
4. The start date and durations for warranty periods shall be as shown in the Contract except the start date for the items below shall be April 16, 2019:
   a. Caterpillar Diesel Engine Generator
   b. Caterpillar Battery
   c. Caterpillar IQ Model Battery Chargers
   d. Caterpillar Day Tanks
   e. Caterpillar Remote Charge Air Coolers
   f. Caterpillar Remote Radiators
   g. AVI/SPL Cameleon TMS
      The Contractor shall submit warranty documents from each manufacturer, including the warranty start date, terms, conditions and durations.
5. The Contractor shall provide a one-year workmanship warranty beginning on April 16, 2019 for any deficiencies.
6. The end date for interim use equipment maintenance will be revised to April 16, 2019, as soon as the Contractor submits all of the maintenance records verifying that it has performed equipment maintenance per the O&M manuals for all fire and life safety equipment.
7. The Contractor shall complete the following physical work:
   a. Repair leaking fire suppression pipes and valves (Volume 3, page 72, lines 42 and 43),
   b. Provide testing and warranty documentation for refurbished spare IR detectors or provide new spare IR detectors (Volume 1, page 415, line 6),
   c. Repair leaking MIT generator fuel lines, performing the same
repairs as were done at MBRT (Volume 3, page 172, lines 50 and 51),

d. Furnish and install lighting component (Section 1-07.13(1)),

e. Furnish and install network extender for video camera
   (Section 1-07.13(1)),

f. Repair or replace sporadically faulting IR detector, FMMIE1D2
   (Section 1-07.13(1)),

g. Correct ECP indication of PLC alarms as SCADA alarms

h. Correct ECP power screen issues,

i. Implement video network redundancy (Plan sheets TS056 and
   TS344),

j. Repair MBRT US4 Bus B breaker to rack in/out properly
   (Section 1-07.13(1)),

k. Correct ControlNet tap installation errors (i.e., were not
   installed according to Manufacturer’s instructions),

l. Repair unsecured flex conduit (Section 1-07.13(1)),

m. Provide correct Simplex motherboards (Volume 2, page 590,
   lines 17 through 52 and Volume 2, page 591, lines 1 through
   45),

n. Provide IR detector software program (Volume 2, page 485,
   line 50).

Upon completion of Items 7a through 7n and all required physical
work related to testing, submittals, and transmittals in Items 8,
9, and 10 below, all physical work on the Contract shall be complete.

8. The Contractor shall perform the following tests, perform any
resulting corrective work and submit associated passing test reports

to the Engineer:

   a. SCADA to generator interface tests,

   b. SCADA to jet fan temperature and vibration tests,

   c. Use Case 10 Fire - Manual Sequence tests (Appendix F - Use
      Case 10),

   d. Test and correct false SCADA fire response screen indications
      (Appendix F, Use Case 19),

   e. Use Case 20 Fire - Return to Normal tests (Appendix F Use Case
      20),

   f. Linear Heat Detection FAT (Volume 2, page 482, line 1 through
      Volume 2, page 483, line 28),

   g. IR Detector FAT (Volume 2, page 479, line 28 through Volume
      2, page 481, line 50),

   h. Anchor bolt testing and any resulting corrective work (Volume
      3, page 387, lines 42 through 45 and Volume 1, page 388, lines
      1 through 7),

   i. Tunnel air system sealing adhesion tests (Volume 3, page 209,
      lines 44 through 51 and Volume 3, page 210, lines 1 through
      11).

Upon completion of Items 8a through 8i and all required testing
related to submittals and transmittals in Items 9 and 10 below, all
testing on the Contract will be complete.

9. The Contractor shall fully address the review comments and resubmit
the following submittals for review and approval:
Upon approval of Items 9a through 9n, all submittal requirements will have been met.

10. The Contractor shall fully address the review comments and resubmit.
the following transmittals for review and approval (Volume 1, page 78, line 10 through Volume 1, page 80, line 37):
   a. 127.01 MIT VersaMax IO Retest,
   b. 148.02 Signage Collated Commissioning Report,
   c. 151. Fire Alarm System Combined Report,
   d. 163.02 Tunnel Bore Signal Light Testing,
   e. 176. NEI Outlines of Remediation.

Upon approval of Items 10a through 10e, all outstanding transmittals will have been addressed.

11. The Contractor shall complete the BIM model (Volume 1, page 61, line 5 through Volume 1, page 67, line 11) and submit it for review and approval.

12. The Contractor shall complete the as-built drawings (with general requirements listed in Volume 1, page 60, line 21 through Volume 1, page 61, line 2, and required details listed throughout the Special Provisions) and submit them for review and approval.

MEASUREMENT
There are no specific unit-of-measurement requirements for the new Lump Sum item "CO 167 Final Clear-All Settlement".

PAYMENT
Payment will be made under the new Lump Sum item "CO 167 Final Clear-All Settlement" in the amount of $2,657,585.92, as follows:
   a. Within 14 calendar days of the WSDOT receiving this change order, signed by the Contractor without reservations: $1,582,585.92.
   b. Within 14 calendar days of the Contractor completing everything listed in items 6 and 7 above: $500,000.00.
   c. Within 14 days of the Contractor completing everything listed in items 4, 8, 9, 10, 11, and 12 above: $575,000.00.

The Contractor, by signing this change order, agrees and certifies that, upon payment of this change order in the total amount of $2,657,585.92, it has been fully compensated for any and all known and unknown disputes, claims, requested costs, reservation of rights, requests for additional compensation and/or time, of any kind, arising out of this Contract at any time up to and including Physical Completion, and WSDOT is hereby released and fully discharged from any and all such claims for extra compensation and/or time arising out of Contract Number 8662.

CONTRACT TIME
No working days are added to contract time by this change order

Unless specifically modified herein, all provisions in the contract documents shall remain in full force and effect.
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<th>ITEM NO</th>
<th>GROUP NO</th>
<th>STD ITEM</th>
<th>ITEM DESCRIPTION</th>
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