



Memorandum

Date: January 24, 2017

TO: *MM* Bob Dyer MS: 47354

THRU: Messay Shiferaw *MS* MS: NB82-240

FROM: Aleta Borschowa *AB*
Phone: (206)768-5600

SUBT: Contract 8662
I-90 Two-Way Transit & HOV Operations Stage 3

RE: CO 74: Indirect Costs Settlement

Requested Action:

Review Review and Execution Review and HQ Execution

Approval to make the change to the contract: December 1, 2016

Approval to proceed with the work:

Description of the Change

This change order does the following:

1. It provides compensation to the contractor which resolves all issues from all disputes known as of October 31, 2016 except for the direct costs related to those matters explicitly reserved in the "Exceptions to Release" section of the change order. The net result is that this change order resolves all issues related to impact costs, inefficiencies, and extended jobsite and home office overhead from all causes known as of October 31, 2016, including all related contract time.
2. It compensates the contractor for recovering time lost (lost from all causes whether in dispute or not, but limited to those known as of October 31, 2016) such that Substantial Completion will be achieved on March 23, 2017.
3. It modifies certain contract requirements related to replacement of fans and weekend closures.
4. It compensates the contractor for providing minimum of 5 experienced personnel to pro-actively assist WSDOT in avoiding constructability problems and, when such problems cannot be avoided, for assisting WSDOT in determining the solution to such problems before cost responsibility for fixing such problems is agreed upon.

Evolution of the Change

Since contract execution, Physical Completion of this contract has been required to occur on May 31, 2017. That date was established so that Sound Transit's follow-on contractor, Kiewit-Hoffman on their half billion dollar contract, would know the date it could begin construction to convert the reversible lanes of the I-90 floating bridges and tunnels to light rail.

Construction of our project began to experience delays early on. Disputes arose between WSDOT and the contractor as to which party was responsible for the delays, each claiming cost responsibility resided with the other. While some of the disputed issues were resolved contemporaneously, the number of unresolved issues started to pile up until it became apparent in the fall of 2016 that almost all the float built into the contract (known as "WSDOT-owned Float") had been used. This meant that it was likely that this contract would eventually delay the Sound Transit contract start date, given the likelihood that our contract would continue to experience delays from as-yet unidentified issues. Delays to a contract the size of Sound Transit's could cost in the hundreds of thousands of dollars per day.

With the attention of the senior staff of both WSDOT and the contractor diverted nonproductively toward issues such as disputes, maneuvering through the contractual machinations of protests, reserving rights, and assigning blame, it became apparent that the focus of both parties was veering rapidly away from getting the contract back on track at the minimum cost to each. It was agreed by WSDOT and the Contractor (and Sound Transit) that it was in all parties' interest to resolve these disputes as rapidly as possible in order to return focus on getting the work done and not on a future lawsuit. This change order is the result of that decision.

Resolution of Delay, Impacts, and Inefficiencies

It was agreed that, given the large number of unresolved disputed issues, it would be impossible to address each one, one at a time, if we expect to derive a timely beneficial effect on the project. However, WSDOT and the Contractor agreed that each party had responsibility in some of the issues (while not agreeing on which) and therefore shared cost responsibility in the delays, impacts, and inefficiencies. These matters causing the delays, impacts, and inefficiencies include:

- Owner-directed changes – disputes of whether these were a contract change or not;
- Design coordination – recurring question regarding whether certain elements of the design were left to the Contractor's discretion to finalize, or whether the owner's design was incomplete, and how to resolve such design issues;
- Disputes over whose responsibility it was to investigate and resolve site conditions which were different than shown in the as-builts or assumed by the WSDOT design.
- Contractor errors in dealing with the difficulties of integrating various systems (electrical, mechanical, network communications); and,
- Purchase, delivery, and, in some cases, the installation of materials which do not comply with Contract specifications.

The above issues manifested themselves in extra cost (delay, impact, inefficiencies) via the following:

- Contractor crews working inefficiently while waiting for decisions to be made on how to proceed;
- Prolonging the time required for the Contractor to provide supervision and resources to the project;
- Additional hours for Contractor crews to complete tasks than would have been needed without the disputed issue;
- Increased hours of overtime for Contractor crews performing work in the field; and,
- Re-doing completed work, whether due to either Contractor or Owner error; or, the previous installation of unapproved equipment/material.

Schedule Recovery

Our analysis of the project schedule, performed for WSDOT by Hainline and Associates and based upon a schedule status date of October 31, 2016, forecasts a Substantial Completion date of May 6, 2017. This forecasted date of May 6, 2017 for Substantial Completion is unacceptable from a risk standpoint, to both WSDOT and Sound Transit, for two reasons. First, Sound Transit has a contractual obligation to its follow-on contractor to provide this completed project site by May 31, 2017 or it will incur delay damages; these would likely be in the range of hundreds of thousands of dollars per day. Second, given the seven months between October 31, 2016 and May 31, 2017, there is risk that as-yet unidentified construction or design problems could push completion of this project past the May 31st deadline. Sound Transit has requested, and WSDOT concurs, that the Contractor for this Project be directed to recover time lost by bringing the Substantial Completion date back to March 23, 2017. This will provide 10 weeks of float between Substantial Completion and May 31, 2017 which, in our estimation and with Sound Transit's concurrence, is necessary to mitigate the risk of our contractor delaying the Sound Transit contractor by providing time to resolve any as-yet unidentified construction or design problems.

This change order therefore directs the Contractor to recover lost time by achieving Substantial Completion by March 23, 2017. Doing so also requires that, in accordance with the contract, we adjust the number of days of WSDOT-owned float, from its present 100, to 69.

The prescribed schedule recovery will be accomplished by a combination of strategies. As previously mentioned the contractor will increase resources and work additional overtime. Also, this change order makes changes to contract requirements regarding fan cutovers and weekend closures, both of which will enable the contractor to resequence some of the work thereby facilitating earlier completion. These actions – more crews, longer hours, resequencing, compression, added overtime – further generate increased costs in the form of impact costs and inefficiencies. This change order resolves all issues related to those kinds of increased costs.

The data date of October 31, 2016 is provided in the change order because that is the date on which all negotiations for this change order were based. Indirect costs associated with issues identified as of October 31, 2016, such as coordination and extended overhead, are resolved by this change order. In addition, the costs of schedule recovery activities subsequent to October 31, 2016, are also resolved by this change order.

WSDOT and the contractor agree that it is mutually beneficial to resolve the issues of cost and time that are related to delays and schedule recovery while there is time left in the contract to get the project back on track, and avoid the cost of litigation and the loss of focus of key staff on completing the project on time and turn over the I-90 Center Roadway to Sound Transit.

The contract defined the Substantial Completion date as February 20, 2017. The center roadway (CRW) must be turned over to Sound Transit by 2 a.m. on June 1, 2017. The 100 days between these two dates is defined as WSDOT-owned float. This change order revises the Substantial Completion date to no later than March 23, 2017 which concurrently reduces the number of days of WSDOT-owned float to 69 days.

Aleta Borschowa, Project Engineer, provided verbal approval for this change order and Bob Dyer, Assistant State Construction Engineer, provided Headquarters approval on January 11, 2017.

Entitlement

Part of the payment in this change order is for added work, and as added work the contractor is entitled to payment. The added work elements of the change order are schedule recovery and providing of experienced personnel to assist in resolution of problems.

The contractor incurred significant unrecoverable additional costs and expenses with numerous changes throughout the life of the project. The project hosted an unusual number of changes and differing site conditions. Although each occurrence in and of itself would not constitute a changed condition, the cumulative effect of these changes and the time taken by WSDOT and its consultant for the various revisions did impact the contractor to the point of requiring compensation for inefficiency, impact, delay, and extended overhead expenses.

WSDOT agrees with the Contractor that the extensive scope and sporadic nature of the complex electrical, mechanical and Fire & Life Safety added work was sufficient to cause impacts to the unchanged work through additional overtime, difficulty in developing work flow, need to reassign manpower, and interruption of work flow. The amount of changes in the electrical, mechanical, and programming work, coupled with inefficiencies, caused an increase in the amount of time to complete the contract, which consequently increase job site overhead.

The payment for delays, impacts, inefficiencies, and extended overhead were calculated as a total cost from any cause, and then WSDOT negotiated the amount of that which

WSDOT would be responsible. Payment for this element of the change order is therefore done as a risk mitigation measure. Without question, WSDOT is responsible for some of the cost of the delays, inefficiencies, and extended overhead. By providing payment in this change order to resolve that part of the disputes, we are avoiding the cost of litigation, which for each party would likely be over \$3 million, on what is always the most complex and hotly contested aspect of a construction claim, as well as reducing the ultimate size of such a claim by focusing the parties on getting the work done rather than focusing on preparing for litigation at the expense of escalating the final cost to get the job done. The contractor's original cost proposal to settle for delays, impacts, inefficiencies, and extended overhead was over \$8,500,000. After further negotiation, and the fact that each party assumed shared time and cost responsibility in some of the issues, delays and impacts, WSDOT has estimated and settled the cost of this change order for \$3,650,000. See attachment.

Contractor Exceptions to the Release

This change order includes a list of items in the section titled "Exceptions to the Release". By including that list in the change order, WSDOT is not acknowledging that the contractor is entitled to compensation for any of those items. The list merely preserves the contractor's right to make a case for entitlement. Furthermore, if WSDOT ultimately agrees that there is entitlement to an item on the list, the entitlement is restricted by the language in the change order to be limited to the direct cost of the related work. That is because this change order compensates the contractor for all indirect costs, impacts, and extended overhead from any cause, which include the items in the exceptions to release.

Contract Time

No working days are added to the contract time as a result of this change order. This contract has a drop dead date of June 1, 2017 when the center roadway must be turned over to Sound Transit.

Attachments:

MMW
Change order Checklist
Change Order # 74
Fax of FHWA Written Approval on CO # 74
Email of FHWA Approval
WSDOT Cost Estimate
Contractor Cost Proposal
Mainline Risk Analysis - Schedule Mitigation



Change Order Checklist

Cont. No. : <u>8662</u>	Cont. Title: <u>I-90, Two-Way Transit & HOV Operation, Stage 3</u>	If yes, State Construction Office Approval Required.
C.O. No.: <u>74</u>	C.O. Title: <u>Indirect Costs Settlement</u>	

I. Executed by the State Construction Office			
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
II. Executed by the Region (Per Delegation)			
5. Determination of impacts and/or overhead.	<input checked="" type="checkbox"/> Yes	<input checked="" 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 checked="" type="checkbox"/> Yes	<input 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: Aleta Borschowa Date: December 1, 2016
 Region: Messay Shiferaw Date: December 1, 2016
 State Construction Office: Bob Dyer Date: December 1, 2016
 Other (Local Agency, FHWA, Surety, etc.): Sound Transit Date: _____

To be completed by the Project Engineer:

CO reason(s) (See "2008 Codes and Definitions" on State Construction Office web page) AB // 06 // AP // CS
 Change Order Prepared by: Jim Slavicek Date: January 13, 2016

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

To be completed by the Region:

Is the change eligible for Federal participation where applicable? Yes No
 Change Order Reviewed by: Dela KASII Date: 2-2-17

- *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.

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CONTRACT NO: 008662 FEDERAL AID NO: TIGER-2014 (088)
CONTRACT TITLE: I-90, TWO-WAY TRANSIT & HOV OPERATIONS STAGE 3
CHANGE ORDER NO: 74 INDIRECT COSTS SETTLEMENT

PRIME CONTRACTOR: [REDACTED] IMCO GENERAL CONSTRUCTION, INC.
2116 BUCHANAN LOOP
FERNDALE WA 98248-9801

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

Change proposed by Contractor

<p>ENDORSED BY:</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>CONTRACTOR:</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>DATE: <u>1/18/17</u></p>	<p>SURETY CONSENT:</p> <hr/> <p>ATTORNEY IN FACT:</p> <hr/> <p>DATE:</p> <hr/>
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ORIGINAL CONTRACT AMOUNT: 120,105,661.15
CURRENT CONTRACT AMOUNT: 121,957,461.75
ESTIMATED NET CHANGE THIS ORDER: 3,650,000.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 125,607,461.75

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

<p><input checked="" type="checkbox"/> APPROVAL RECOMMENDED () EXECUTED</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>PROJECT ENGINEER</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>DATE: <u>Jan 20, 17</u></p>	<p>EXECUTED:</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>STATE CONSTRUCTION ENGINEER</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>DATE: <u>Feb 3rd, 2017</u></p>
<p><input checked="" type="checkbox"/> APPROVAL RECOMMENDED () EXECUTED</p> <p>REGIONAL ADMIN:</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>BY:</p> <p style="text-align: center;"><i>[Signature]</i></p> <hr/> <p>DATE: <u>Jan 25, 2017</u></p> <p style="text-align: right;">CCIS <i>[Signature]</i></p>	<p>OTHER APPROVAL WHEN REQUIRED</p> <p style="text-align: center;"><i>[Signature]</i> 2-2-17</p> <hr/> <p>SIGNATURE DATE</p> <p style="text-align: center;"><u>Sound Transit</u></p> <hr/> <p>REPRESENTING</p>

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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:

WHEREAS the project has experienced delays to the Work which have directly affected the contractor's ability to achieve Substantial Completion by the contractually mandated Milestone date of February 20, 2017, and
WHEREAS the responsibility for these delays to achieving Substantial Completion are in dispute and allocation of responsibility has not been agreed on by the parties, and
WHEREAS determining and agreeing to the allocation of responsibility between the parties for these delays will be a difficult and most likely result in litigation due to their nature, complexity, concurrency, and other factors, and
WHEREAS the Contractor has incurred significant cost and expense as a result of these delays, and
WHEREAS WSDOT desires to recover time lost as a result of these delays such that Substantial Completion can be achieved not later than March 23, 2017, and
WHEREAS the parties agree that it is mutually beneficial to resolve the issues of cost and time that are related to delays and schedule recovery while there is time left in the contract to get the project back on track, and
WHEREAS the parties desire to avoid the cost of litigation and the loss of focus of key staff on completing the project on time that is necessarily attendant to pursuing litigation,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. WSDOT-owned float is reduced to 69 calendar days and the Substantial Completion milestone date is revised to March 23, 2017. The Contractor shall achieve Substantial Completion on or before March 23, 2017.
2. Failure by the Contractor to achieve Substantial Completion on or before March 23, 2017 shall result in assessment of liquidated damages in accordance with the contract. In that event, the assessment of said liquidated damages will begin on March 24, 2017.
3. Regarding removal and replacement of all supply fans: A maximum of two supply fans may be off-line at a time.
4. Regarding removal and replacement of exhaust fans 10, 11, and 12 in MBRT: Two of these fans may be taken off-line at any given time, provided one of the two off-line fans is always immediately available for service under WSDOT control by using the Contractor's SCADA. At all times that two of these fans are off-line as described herein, a human fire watch around the clock will take place. WSDOT will provide this fire watch for the first 48 hours. The Contractor shall provide this fire watch for all hours after the first 48 hours.
 - a. For the demolition of existing MBRT exhaust fan EF 11: EF 10's damper shall be temporarily operated at full open and EF 10 shall be run

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continuously at 10 percent. For a fire emergency during the demolition of EF 11, EF 10 and EF 12 shall be operated in the following sequence: First open EF 12's damper to full open; second, ramp EF 12 fan to 100 percent; third, ramp EF 10 fan to 100 percent.

b. For the demolition of existing MBRT exhaust fan EF 12: EF 11's damper shall be temporarily operated at full open and EF 11 shall be run continuously at 10 percent. For a fire emergency during the demolition of EF 12, EF 10 and EF 11 shall be operated in the following sequence: First open EF 10's damper to full open; second, ramp EF 10 fan to 100 percent; third, ramp EF 11 fan to 100 percent.

5. The total number of weekend closures of EB and WB I-90 is increased by two, to occur on weekends that are mutually agreeable to the parties, both of which shall take place before March 23, 2017.

6. The Contractor has provided, and will continue to provide at no additional cost through Physical Completion, a minimum of five (5) experienced personnel to participate in issue resolution meetings, evaluate field conditions, and provide support to WSDOT and the technical team, for developing solutions to all issues of any nature known or unknown, regardless of responsibility, that may affect completion of the Project, including but not limited to, WSDOT design errors, WSDOT design omissions, differing site conditions, and other disputed matters.

PAYMENT

Payment will be made under the new Lump Sum item "CO 74- Indirect Costs Settlement" in the amount of \$3,650,000.00, as follows:

- a. Within 14 calendar days of WSDOT receiving this change order, signed by the contractor without reservations: \$2,950,000.00.
- b. With the monthly progress payment for the period ending January 25, 2017: \$350,000.00.
- c. With the monthly progress payment for the period ending February 15, 2017: \$350,000.00.

Release:

Unless stated otherwise below in the Exceptions to Release, by signing this change order, the Contractor agrees and certifies that it has been fully compensated for the following matters and WSDOT is hereby released and discharged in full from any liability whatsoever for said costs and/or time:

1) any and all known disputes, claims, requested costs, reservation of rights, requests for additional compensation/time of whatsoever kind or nature, arising out of the Contract at any time up to and including October 31, 2016;

2) all costs of schedule recovery to meet the revised March 23, 2017 Substantial Completion date; and

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3) all impacts to work occurring after October 31, 2016 arising from the issues identified in Item 1 in this Release. These include but are not limited to any contribution the issues in item 1 in this Release may have on the cumulative effects of multiple changes.

Contractor affirms and warrants that it has no current knowledge of any potential disputes, claims, increased costs, or impacts, of any nature, not already identified, that arise out of the contract, at any time up to and including October 31, 2016.

Exceptions To Release:

The following matters are specifically excluded from the above release. These exceptions are an inclusive list of all work performed prior to October 31, 2016 for which the Contractor is reserving certain rights. Inclusion in the list below does not constitute an agreement by WSDOT that entitlement to a particular issue exists.

The Contractor specifically reserves the right to seek compensation for the Direct Costs associated with the following Work. For purposes of this Release, the term Direct Costs is defined as the cost of material, equipment, labor, subcontractors, and supervision only, that are directly involved in performing the work, plus an equitable markup as stated in the contract and negotiated by the engineer.

1. MBRT Illuminated Pavement Markers
2. Added Neutral Conductor
3. MIT Power Feeding Electronic Signs
4. Emergency Operations 007
5. MIT EPP2 Fused Disconnect
6. CP 15, 16, & 17 Line Volt Power Add UPS MIT
7. Type 2 Sign Brackets
8. MIT Load Bank Sleeves in Generator Room
9. MBRT Grounding Mods
10. MIT Grounding Mods
11. MIT Substation Trip Units 800A
12. ASD -Motor Splices
13. MBRT Foam Tank Room
14. Missing Conduits
15. New UPS in MBRT Control Room
16. MIT RF Module Power Conduit/Wire
17. Additional Flanges for FTC Cabinets
18. MIT Generator Control Scope of Work
19. MBRT Generator Changes, Spec. and Drawings
20. Fire Wrap Cost
21. SCADA/FA Changes to TMC-Rev.3 Estimate
22. Camera MIG Mods
23. Western Cabinet Transformers
24. Luminaires Mods 24 & 25
25. Fire Incident

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26. Prime Low Voltage Cable Changes
27. Misc. Control Power Change MBRT, CFX Panels UPS
28. MBRT LL Exhaust Duct Illumination (Transcon)
29. CP 16 PLC Outputs (TSI/Prime/Valley)
30. Day wireless Radio Adder
31. MBRT FTC Pull Station Cabling
32. MIT SF 22-24 & SF 28-30 Controls
33. IR Configuration Cable All Location
34. LV Cables to SF & EF
35. Emergency Stop Buttons-MIT
36. Modbus Connections TS389
37. Egress Door, 669 Damper Control & 716 MBRT
Generator Aftercooler Water Pump Circuit
38. West MIT ITS Cabling Per PCN 114 Changes
39. MBRT CP Control Power Change
40. Plan Changes FRM RFI's 10 & 11
41. Sign Bridge #1
42. Prosoft Field Server MODS
43. MIT Cable Schedule Revised Sheets
44. Per RFI MIT Conduit and Cable Schedules
45. MIT I/O Clarification for Remote I/O fir UTS
/Controller
46. MIT Exist Signal Wire UPS 1
47. Move Hydraulic Panel in Generator Room
48. Cent. & JET Fan Control Strategy
49. Video Equipment Racks
50. MBRT Cent. Fan ISO Damper Power & Control
51. MBRT Centrifugal Fan E Stops
52. MBRT Fan Damper Control Operation
53. MBRT Neutral Conductors
54. Prime 702, Reroute Conduit and Heat Sensor E/W End
of Tunnels
55. Foam Tank Sensors for COSCO Fire
56. Prime Video Extenders
57. EWR 107 Remove and Replace Conduit for Nozzle
Install
58. Centrifugal Fans Shutdown Condition
59. EWR 48 MV Conduit Using WSDOT Percentages
60. RFI 179 Cost Proposal Revision, Restocking Charge
61. SL-79, Continuing Protest
62. RFI 514 Add Breakers to ELP 1 & 2
63. Transcon #5 additional cost for cord caps
64. RFI 509.01 Centrifugal Fan Alarm Discrepancies
65. March 10 S.S. (TSI) RFI#508.01 MBRT jet fan alarms
66. Prime Letter P05.3
67. PCN 67 Cost Proposal
68. Additional Programming Cost, TSI for Points from
Simplex
69. Outstanding EWR
70. High Temperature Fabric

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71. Nozzle Deficiencies
72. MBRT Generator Pipe Racks
73. MBRT Foam Tank Fittings
74. MIT Plenum Curb Sleeves
75. Maintenance During Construction
76. MBRT & MIT Generator Asbestos
77. MBRT Stairway Mold
78. MBRT Generator Vent Piping
79. MBRT Generator Existing Fuel Tank
Replacement/Modifications
80. MIT Damper Control Modifications (Clarage/Eaton)
81. MBRT Damper Control Modification (Clarage/Eaton)
82. Bridge Railing Traffic Control
83. Modified Concrete Overlay RFP 43
84. RFP 61-ICW Irrigation Changes
85. RFI 713-MBRT 16" Exhaust Gen Reroute
86. Proportioner Testing and Discharge
87. RFP 048 Hydrant Wrench Boxes
88. RFP 057 - MBRT 6" Drainline
89. Neudorfer Additional Testing
90. MBRT Damper Closure Anchors

Unless specifically modified herein, all provisions in the Contract Document shall remain in full force and effect.

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ITEM NO	GROUP NO	STD ITEM	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE
1070	01		CO 74- INDIRECT COSTS SETTLEMENT	L.S.	0.00	0.00	456,250.00
1070	02		CO 74- INDIRECT COSTS SETTLEMENT	L.S.	0.00	0.00	1,368,750.00
1070	04		CO 74- INDIRECT COSTS SETTLEMENT	L.S.	0.00	0.00	1,368,750.00
1070	05		CO 74- INDIRECT COSTS SETTLEMENT	L.S.	0.00	0.00	456,250.00

3,650,000.00
