

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER

DATE: 02/03/21
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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: 77 COVID COMPLETION OF WORK
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: Signature on file <small>Leah Carter (Feb 4, 2021 07:34 PST)</small>	SURETY CONSENT: Signature on file <small>Leah Carter (Feb 4, 2021 08:28 MST)</small>
CONTRACTOR SIGNATURE Feb 4, 2021 _____ DATE	ATTORNEY IN FACT Feb 4, 2021 _____ DATE

ORIGINAL CONTRACT AMOUNT: 455,349,888.00
CURRENT CONTRACT AMOUNT: 460,756,085.00
ESTIMATED NET CHANGE THIS ORDER: 16,000,000.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 476,756,085.00

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

(X) APPROVAL RECOMMENDED () EXECUTED Signature on file <small>Dave Becher (Feb 8, 2021 10:51 PST)</small>	EXECUTED: Signature on file <small>Robert E. Christopher III (Feb 11, 2021 08:16 PST)</small>
PROJECT ENGINEER SIGNATURE Feb 4, 2021 _____ DATE	STATE CONSTRUCTION ENGINEER SIGNATURE Feb 11, 2021 _____ DATE
(X) APPROVAL RECOMMENDED () EXECUTED Signature on file <small>Dave Becher (Feb 8, 2021 10:51 PST)</small>	RECOMMENDED: Feb 8, 2021
REGIONAL ADMINISTRATOR SIGNATURE Feb 8, 2021 _____ DATE	ASST. STATE CONST. ENGINEER DATE Signature on file Feb 10, 2021 <small>Jon De</small> DEPUTY STATE CONST. ENGINEER DATE

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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 change order incorporates both WSDOT-Initiated Changes and Design-Builder Initiated Changes in accordance with General Provisions Section 1-04.4 and provides additional Contract time and compensation to the Design-Builder for costs incurred due to the Novel Coronavirus (COVID-19) pandemic and related Project suspension.

This change compensates the Design-Builder for staffing costs incurred during the 75-day State-mandated COVID-19 suspension period which ended on June 7, 2020 and provides an extension of time. This change also compensates the Design-Builder in full for all costs, schedule recovery, and time related to COVID-19 (including those of the Design-Builder, subcontractors, suppliers, and other entities) and risks associated with all issues whether or not specifically included in this change order.

This change order also incorporates Contract modifications that further reduce COVID-related schedule impacts and other changes necessary to comply with current Statewide COVID-19 restrictions. In addition, the following is a summary of modifications made to current Contract requirements that are included in this change order:

- Extension of Time for Substantial Completion
- Addition of Revised Baseline Contract Schedule Requirements
- Revisions to Monthly Schedule Update Requirements and Schedule of Values Requirements
- Storefront Closure Requirements
- Modification of Nighttime Demolition Restrictions
- Lane and Full Closure Modifications
- Added Flexibility for Access and Staging
- Reduction of Stabilization and Grading Work along, and between, the West Approach Bridge North and West Approach Bridge South Abutments

CONTRACT REQUIREMENTS:

The Contract Form, Item 4.2, "Deadline for Substantial Completion", is revised as follows:

Delete:

"The deadline for Substantial Completion of the Project is 1,492 Calendar Days starting on the first Calendar Day after the effective date of the Notice to Proceed. No extension of said deadline shall be effective unless in writing signed by WSDOT."

And replace with:

"The deadline for Substantial Completion of the Project is 1,612 Calendar Days starting on the first Calendar Day after the effective date of the Notice to Proceed. No extension of said deadline shall be effective unless in writing signed by WSDOT."

The Contract Form, Exhibit B, "WSDOT Identified Betterments", is revised as follows:

Delete:

"16. The Design-Builder commits to reducing Section 2.22.5.5.1.2 SR 520 Mainline Full Closures as follows (See Page 5-5 of the Proposal):
SR 520 Mainline Full Weekend Closures from 36 to 30
SR 520 Short Weekend Closures from 15 to 13
SR 520 Mainline single night closures from 24 to 18"

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Delete:

"19. The Design-Builder commits to providing and maintaining a temporary shared use path detour under WABN while the existing 24th Ave E SR 520 pedestrian/bicycle crossing is closed (See Exhibit 5-2 of the Proposal). The temporary regional shared use path (RSUP) detour will not be in place immediately following the closure of 24th Ave E, due to construction sequencing. However, the Design-Builder commits to providing up to two consecutive short-duration alternate detour routes until construction of the temporary shared use path under WABN is completed and opened within 90 Calendar Days after the opening of the temporary eastbound loop ramp." (as modified by CO 27)

And replace with:

"19. The Design-Builder commits to providing and maintaining a temporary shared use path detour under WABN for as long as the temporary eastbound on-ramp from Lake Washington Blvd is open to traffic. The Design-Builder shall be allowed intermittent closures of the path for the purposes of construction staging. The temporary regional shared use path (RSUP) detour will not be in place immediately following the closure of 24th Ave E, due to construction sequencing. However, the Design-Builder commits to providing up to two consecutive short-duration alternate detour routes until construction of the temporary shared use path under WABN is completed and opened within 90 Calendar Days after the opening of the temporary eastbound loop ramp."

Delete:

"20. The Design-Builder commits to maintaining the RSUP path along the northern edge of the SR 520 westbound off-ramps approaching Montlake Blvd E throughout the Project duration (see Page 5-6 of the Proposal)."

And replace with:

"20. The Design-Builder commits to maintaining the RSUP path along the northern edge of the SR 520 westbound off-ramps approaching Montlake Blvd E, as long as practical during the Project (see Page 5-6 of the Proposal). The Design-Builder shall have the option of deleting this betterment to improve work access if needed."

Delete:

"24.e. Outfits with triple containment systems for spill protection, construction debris, and demolition materials."

Delete:

"28. The Design-Builder commits to demolition of the existing Evergreen Point West Approach, and Union Bay Bridge during daytime hours (See Page 6-3 of the Proposal)."

Request for Proposal Appendix M1, Volume 1, is modified as follows:

Delete:

Plan Sheet RS07 "Roadway Sections"

Add the following new section to the General Provisions:

"1-08.3(6).1 Revised Baseline Contract Schedule

Within 30 Calendar Days after the execution date of Change Order 77, the Design-Builder shall prepare and submit for WSDOT's acceptance a Revised Baseline Contract Schedule that incorporates the extension of the Contract Time. Contract requirements pertaining to the Baseline Contract Schedule shall also pertain to the Revised Baseline Contract Schedule, unless specified otherwise in this section. The Revised Baseline Contract Schedule shall include actual dates and actual costs from the most recent Monthly Contract Schedule Update or from other data as acceptable by WSDOT.

The Revised Baseline Contract Schedule shall include all Monthly Contract Schedule Update Submittals specified in Section 1-08.3(7). Additionally, a narrative shall be provided that describes all changes made in the Revised Baseline Contract Schedule when compared to the last WSDOT-accepted Monthly Contract Schedule Update. The narrative shall also include an acceptable explanation of how and where the extension of Contract Time was addressed and what effect it had on the critical path. Where mutually agreed, activity

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codes used in the original Baseline Contract Schedule shall be used in the Revised Baseline Contract Schedule. Acceptance of the Revised Baseline Contract Schedule shall also resolve all open NCI's regarding schedule updates beginning with the April 2020 update, which shall allow for any deferrals previously withheld from the Design-Builder related to the schedule to be reversed.

Upon submittal of the Revised Baseline Contract Schedule, WSDOT will have 30 Calendar Days to review and accept/reject the submittal. If rejected, the Design-Builder shall have 14 Calendar Days to re-submit the Revised Baseline Contract Schedule. WSDOT will then have 14 Calendar Days to review and accept/reject the re-submittal. Each subsequent resubmittal will follow the 14 Calendar Day time requirement.

The initial schedule submittal will be known as "Revised Baseline Candidate 0." Subsequent re-submittals will be called Revised Baseline Candidate 1, 2, 3, 4 as required. The approved Revised Baseline Contract Schedule shall become the Baseline Contract Schedule.

Upon acceptance of the Revised Baseline Contract Schedule, no further updates to prior schedules will be required.

The Revised Baseline Contract Schedule and successor Monthly Contract Schedule Updates, when accepted by WSDOT, will form the basis of payment and the basis from which to measure delay for the Project.

Until the Revised Baseline Contract Schedule is accepted, up to two consecutive months after execution of Change Order 77, the Pay Application submitted with the proposed Revised Baseline Contract Schedule shall provide a vehicle for progress payment, including any earned revenue for Change Order 77 that initiates the submittal of a Revised Baseline Contract Schedule."

General Provisions Section 1-08.3(7) "Monthly Contract Schedule Updates" is modified as follows:

Add the following new paragraph:

"If Revised Baseline Contract Schedule(s) are requested by WSDOT, subsequent Monthly Contract Schedule Updates shall be based on the most recent approved Revised Baseline Schedule. All other requirements of this Section shall apply."

General Provisions Section 1-08.3(9) "Price Loading" is modified as follows:

Add the following new paragraph:

"If Revised Baseline Contract Schedule(s) are requested by WSDOT, as described in General Provision 1-08.3(6), the Design-Builder shall apportion its current Contract Price across multiple activities that, in aggregate, represent all of the Remaining Contract Work including all amounts modified in all change orders executed through the date of the most recent change order for which the Revised Baseline Contract Schedule is prepared."

Technical Requirements Section 2.1.4.1.1 "WSDOT Project Office" is modified as follows:

Delete:

"WSDOT Project Office space shall be completed in its entirety and ready for occupancy within 160 Calendar Days after NTP and maintained from 160 Calendar Days after NTP until 90 Calendar Days after Physical Completion."

And replace with:

"WSDOT Project Office space shall be completed in its entirety and ready for occupancy within 160 Calendar Days after NTP and maintained from 160 Calendar Days after NTP until 30 Calendar Days after Substantial Completion."

Technical Requirements Section 2.1.4.2 "Storefront" is modified as follows:

Add the following new paragraph:

"The Design-Builder shall close the Storefront to public access beginning on March 6, 2020. The Design-Builder shall be fully responsible for maintenance of the Storefront and security until the property has been vacated, restored

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to its original condition, and turned over to WSDOT in accordance with Contract requirements."

Technical Requirements Section 2.9.5.3.1.7.6 "Storefront" is modified as follows:

Add the following new paragraph:

"The Storefront shall be closed beginning on March 6, 2020. The Design-Builder shall inform the public of the Storefront closure on the SR 520 website and all other locations where the hours of operation are posted. Upon closure, the Design-Builder will not be required to staff the Storefront, or provide reporting related to visitors and visitor comments at the weekly Communications Design and Construction Task Force Meeting."

Technical Requirements Section 2.11.5.2 "Abutment Special Excavation and Stabilization" is modified as follows:

Delete in its entirety:

"2.11.5.2 Abutment Special Excavation and Stabilization

The Design Builder shall excavate the area east of, beneath, and between the WABN and WABS to a depth below the NHMLL as shown in the Shoreline and Abutment Area Excavation cross section on plan sheet RS-07 of the Conceptual Plans (Appendix M1). Excavation shall extend the full length of the West Approach Bridge South (WABS) and West Approach Bridge North (WABN) abutments except that the existing stormwater outfall rock pad shall not be disturbed or destabilized. The Design-Builder shall place 4-inch streambed cobbles, evenly distributed to depth of 6 inches. The average finished surface elevation of the 4-inch streambed cobbles after placement shall be elevation 15.7 feet (project datum). Placement of the 4-inch streambed cobbles shall take place in accordance with Section 2.8 Environmental.

Four-inch streambed cobbles shall be placed on Geotextile for Separation (high survivability).

The Design Builder shall place light loose rip rap per plan sheet RS-07 of the Conceptual Plans (Appendix M1), and the Standard Specifications (Appendix B2). Light loose rip rap shall extend the full face width of the WAB abutments."

And replace with:

"2.11.5.2 Abutment Stabilization

The Design-Builder shall stabilize the area east of, and beneath, the WABS and between the WABS and WABN abutments in accordance with the cross-section on Plan Sheet CN02A of Appendix A-B1.E.3 (page 10 of this change order). The new surface treatment shall match the existing surface treatment along the WABN abutment. The existing stormwater outfall rock pad shall not be disturbed or destabilized."

Technical Requirements Section 2.22.5.3 "Allowable Closures" is modified as follows:

Add the following to the end of this Section:

"Due to the impact of COVID-19 upon large gatherings, limitations on allowable closures will be reviewed by WSDOT and the Design-Builder on a case-by-case basis as to whether any restrictions shall be imposed on full ramp and mainline closures. This specifically includes but is not limited to Seattle Seahawks and University of Washington home football games, which may experience reduced or no attendance."

Technical Requirements Section 2.22.5.5.1.1.2 "SR 520 Ramp Lane Reductions" is modified as follows:

Delete:

"The Design-Builder shall be allowed to reduce SR 520 ramps to a single lane from 8:00 p.m. to 6:00 a.m. Saturday through Thursday. Additionally, either lane on the EB Loop Ramp (DXEI) may be closed 10:00 a.m. to 2:00 p.m. Monday through Friday and 6:00 a.m. to 8:00p.m. Saturday and Sunday."

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And replace with:

"The Design-Builder shall be allowed to reduce SR 520 ramps to a single lane at any time Saturday through Thursday until July 1, 2021.

After July 1, 2021, at its sole discretion, WSDOT may require the Design-Builder to limit reductions of the SR 520 ramps to a single lane from 8:00 p.m. to 6:00 a.m. Saturday through Thursday. Additionally, either lane on the EB Loop Ramp (DXEI) may be closed 10:00 a.m. to 2:00 p.m. Monday through Friday and 6:00 a.m. to 8:00p.m. Saturday and Sunday."

Technical Requirements Section 2.22.5.5.1.2 "SR 520 Mainline Full Closures" is modified as follows:

Delete:

"The Design-Builder shall be allowed a total of 30 Full Weekend Closures. A maximum of 12 Full Weekend Closures shall be allowed in any calendar year. The Design-Builder shall be allowed a total of 13 Short Weekend Closures. A maximum of six short Weekend Closures shall be allowed in any calendar year. The Design-Builder shall be allowed a total of 18 single night closures."

And replace with:

"The Design-Builder shall be allowed a total of 36 Full Weekend Closures. A maximum of 12 Full Weekend Closures shall be allowed in any calendar year. The Design-Builder shall be allowed a total of 15 Short Weekend Closures. A maximum of six short Weekend Closures shall be allowed in any calendar year. The Design-Builder shall be allowed a total of 24 single night closures."

Technical Requirements Section 2.22.5.5.1.3 "SR 520 Ramp Full Closures" is modified as follows:

Delete:

"A single night closure shall be from 10:00 p.m. to 6:00 a.m. Saturday through Thursday night.

A Full Weekend Closure shall be from 11:00 p.m. Friday to 5:00 a.m. Monday.
Single Night

- o The Design-Builder shall be allowed to close either the westbound off-ramp to SR 513 (WDX) or the westbound off-ramp to E Lake Washington Blvd (WPX).
- o Westbound On-Ramp from SR 513 (DWX): The Design-Builder shall be allowed a total of 12 Single Weeknight Closures.
- o Eastbound Off-Ramp to SR 513 (EDX): The Design-Builder shall be allowed a total of 36 single night closures.
- o Eastbound On-Ramp from SR 513 (DXE): The Design-Builder shall be allowed a total of 36 single night closures.
- o Eastbound On-Ramp from Lake Washington Blvd E (GXE): The Design-Builder shall be allowed a total of eight single night closures.

Weekends

- o Westbound off-ramp to SR 513 (WDX) and Westbound off-Ramp to E Lake Washington Blvd (WPX): The Design-Builder shall be allowed a total 12 Full Weekend Closures between the two ramps. Only one of the ramps shall be closed per Weekend.
- o Westbound On-Ramp from SR 513 (DXW): The Design-Builder shall be allowed a total nine Full Weekend Closures.
- o Eastbound Off-Ramp to SR 513 (EDX): The Design-Builder shall be allowed a total nine Full Weekend Closures.
- o Eastbound On-Ramp from SR 513 (DXE): The Design-Builder shall be allowed a total nine Full Weekend Closures.
- o Eastbound On-ramp from Lake Washington Blvd E (GXE): The Design-Builder shall be allowed a total of three Full Weekend Closures."

And replace with:

"A single night closure shall be from 8:00 p.m. to 6:00 a.m. Saturday through Thursday night until July 1, 2021. After July 1, 2021, at its sole discretion, WSDOT may require that a single night closure shall be from 10:00 p.m to 6:00 a.m. Saturday through Thursday night.

A Full Weekend Closure shall be from 11:00 p.m. Friday to 5:00 a.m. Monday.
Single Night

- o The Design-Builder shall be allowed to close either the westbound off-ramp to SR 513 (WDX) or the westbound off-ramp to E Lake Washington Blvd (WPX).

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- o Westbound On-Ramp from SR 513 (DWX): The Design-Builder shall be allowed unlimited Single Weeknight Closures.
 - o Eastbound Off-Ramp to SR 513 (EDX): The Design-Builder shall be allowed unlimited single night closures.
 - o Eastbound On-Ramp from SR 513 (DXE): The Design-Builder shall be allowed unlimited single night closures.
 - o Eastbound On-Ramp from Lake Washington Blvd E (GXE): The Design-Builder shall be allowed unlimited single night closures.
- Weekends
- o Westbound off-ramp to SR 513 (WDX) and Westbound off-Ramp to E Lake Washington Blvd (WPX): The Design-Builder shall be allowed a total 72 Full Weekend Closures between the two ramps. Only one of the ramps shall be closed per Weekend.
 - o Westbound On-Ramp from SR 513 (DXW): The Design-Builder shall be allowed a total 36 Full Weekend Closures.
 - o Eastbound Off-Ramp to SR 513 (EDX): The Design-Builder shall be allowed a total 36 Full Weekend Closures.
 - o Eastbound On-Ramp from SR 513 (DXE): The Design-Builder shall be allowed a total 36 Full Weekend Closures.
 - o Eastbound On-ramp from Lake Washington Blvd E (GXE): The Design-Builder shall be allowed a total of 36 Full Weekend Closures.
 - o Momentary or rolling slowdowns will not count against the above totals."

Technical Requirements Section 2.22.5.5.2.4 "City of Seattle Street Special Closures" is modified as follows:

Delete:

"E North Street Special Closure: The Design-Builder shall be allowed to close E North Street between E Montlake Place E and the first driveway to the east during construction of the 54-inch water main replacement. This closure shall be allowed only during replacement of the 54-inch water main section south of SR 520 and immediately adjacent to E North St. The Design-Builder shall be allowed five (5) closures for a maximum combined period of 160 Calendar Days."

And replace with:

"E North Street Special Closure: The Design-Builder shall be allowed to close E North Street between E Montlake Place E and the first driveway to the east during construction of the 54-inch water main replacement. This closure shall be allowed only during replacement of the 54-inch water main section south of SR 520 and immediately adjacent to E North St. This can be an intermittent closure for a maximum number of 240 Calendar Days."

PAYMENT:

The new pay item, "COVID Completion of Work" in the agreed lump sum amount of \$16,000,000.00, shall be full and final compensation and settlement for all direct, indirect, overhead and other costs of any nature, including but not limited to all cumulative impacts or disruption costs as well as all costs of future risks related to COVID-19 realized by the Design-Builder and/or its subcontractors, consultants, suppliers, and others.

The agreed lump sum price of this change order includes compensation for the Design-Builder's risk associated with COVID-19 and all COVID-19 related impacts through Contract Completion, with the exception of potential future WSDOT directed COVID-19 mandates or shutdowns that occur after the date of this change order.

With the exception of WSDOT directed mandates or shutdowns that occur after the date of this change order, any COVID-19 related impacts to suppliers, subcontractors, or the Design-Builder will be addressed in accordance with terms and conditions of the Contract, specifically under 1-04.4(5) Matters Not Eligible for Change Orders. However, WSDOT will consider granting added time without compensation, in accordance with Section 1-08.8 Extension of Time.

CONTRACT TIME:

Contract time is adjusted as described above in this change order.

RELEASE:

By signing this change order, the Design-Builder agrees and certifies that any and all issues, protests, claims or disputes of any kind or nature

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related in any way whatsoever to the COVID-19 issue is satisfied in full and the State of Washington is hereby released and discharged in full, from said issues, potential change orders, claims or disputes. Furthermore, any risks or impacts related to COVID-19, except as provided below and under the payment section above, are now and forever assigned to the Design-Builder to manage, including but not limited to, cost and schedule mitigation without consideration of future added Contract amounts or time.

EXCEPTION TO RELEASE:

Future WSDOT COVID-19 mandates or shutdowns that occur after the date of this change order are excluded from the Release if said mandate or shut down significantly impacts the critical path of the current Project schedule at the time of the event.

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 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.

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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 077 COVID COMPLETION OF WORK				
1038	CV	L.S.	0.00		0.00	16,000,000.00

AMOUNT TOTAL

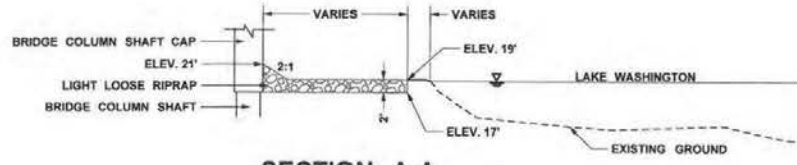
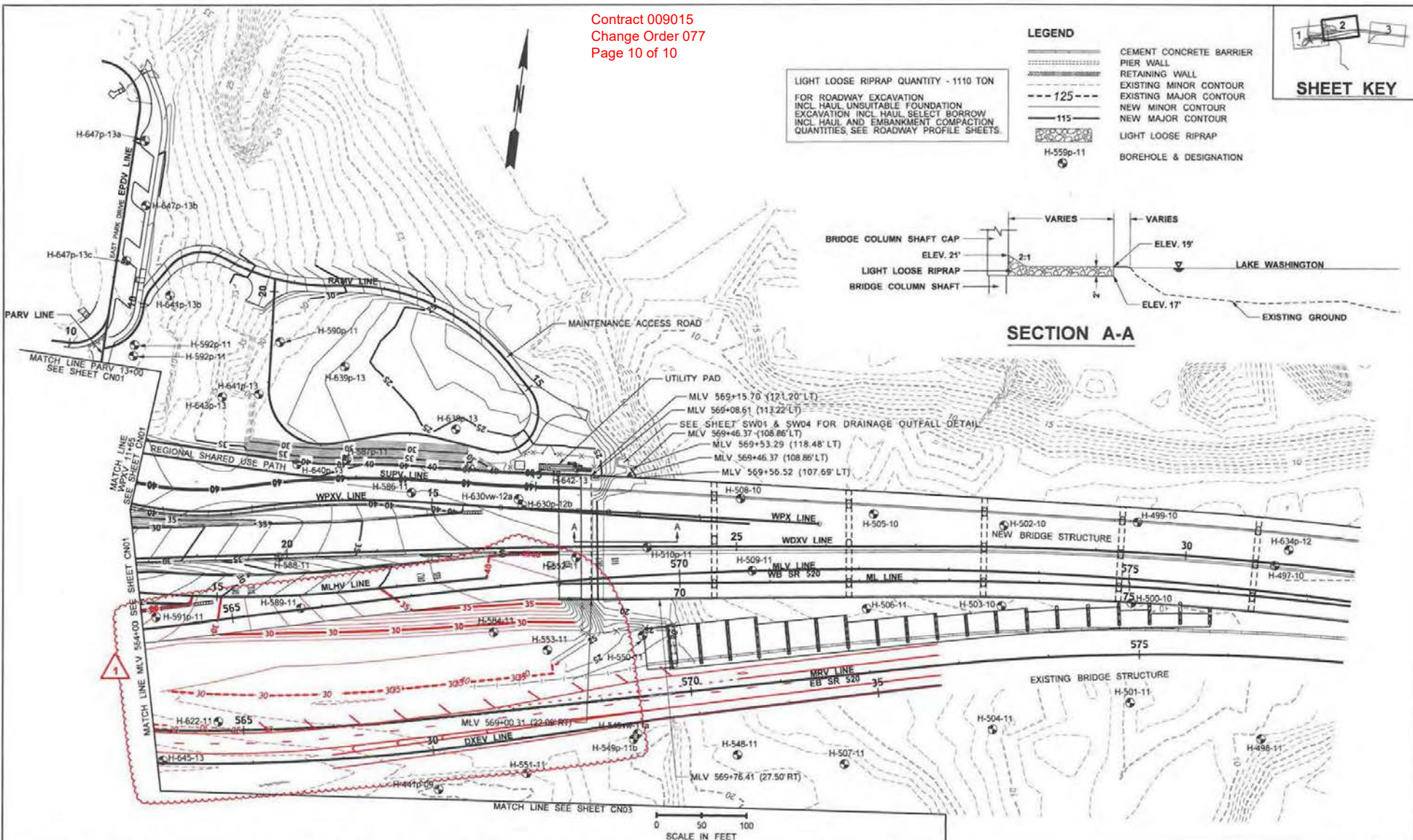
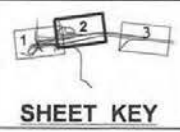
 16,000,000.00
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LEGEND

- ===== CEMENT CONCRETE BARRIER
- PIER WALL
- RETAINING WALL
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- NEW MINOR CONTOUR
- NEW MAJOR CONTOUR
- LIGHT LOOSE RIPRAP
- H-555p-11 BOREHOLE & DESIGNATION

LIGHT LOOSE RIPRAP QUANTITY - 1110 TON
FOR ROADWAY EXCAVATION
INCL HAUL UNSUITABLE FOUNDATION
EXCAVATION INCL HAUL SELECT BORROW
INCL HAUL AND EMBANKMENT COMPACTION
QUANTITIES, SEE ROADWAY PROFILE SHEETS.



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TIME: 7:51:45 AM	DATE: 6/21/2017	REVISION NO.: 10	STATE: WASH				
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PROJ. ENGR. D. EDWARDS	REGIONAL ADM. J. MEREDITH	CO#138 EB SR520 WORK DELETION		12/08/2016		REVISION	