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Change Record

Contract Number 008727	Contract Title SR 99, George Washington Memorial BR 99/560 Painting Stage 1	Federal Aid Number NHPP-0099(069)
Change Order Number 11	Change Description Project Clear All	Date May 16, 2017
Region Northwest Region	Project Engineer Dave Lindberg, P.E.	Phone Number 425-225-8725
Prime Contractor / Design-Builder Hercules Painting Company, Inc.		

Smoking Area

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

Change proposed by Contractor / Design-Builder

Evolution & Description Of Change

Attached for review and further processing, is Project Engineer recommended Change Order No. 11. This change order provides final settlement and resolution for any-and-all issues and claims relating to contract 8727, SR 99 George Washington Memorial Bridge Painting, Stage 1.

This Contract cleans and paints the upper portions of the George Washington Memorial Bridge, specifically, the floor beams, stringers, cast iron handrails, and the upper laterals and sidewalk floor beams. The Contract refers to the contract plans for the actual painting limits. During the bid process of this project, several addenda were issued to clarify the limits included in the "Project Description". The addenda did little to clarify the actual scope; rather, the addenda gave misleading information and indicated that lateral sections were to be painted not the complete laterals. This was in conflict with the scope shown on the drawings.

During the weekly meeting on August 25, 2015, the Contractor requested clarification on the limits of the contract painting. The Contractor provided a photograph of the underside of the bridge deck with the parts highlighted in various colors to indicate his understanding of what was, and what was not, to be painted. The Contractor's drawing implied that the laterals and sidewalk floor beams were not to be painted. WSDOT reviewed the photograph and provided direction that the intent of the Contract was to paint all the steel above the truss node as shown on Sheet 9 of the Contract Plans, including the complete upper laterals and sidewalk floor beams.

The issue was revisited in December 8, 2015 during the weekly meeting where the Contractor contended that the Contract was not clear as to whether or not the upper laterals were included in the project's painting limits. On December 9, 2015, the Contractor submitted RFI No. 3 requesting clarification of the painting scope. WSDOT confirmed in response to RFI No. 3 the upper laterals were to be included in the scope of painting, and cited Plan Sheet 9 of the Contract.

On December 29, 2015, the Contractor submitted a letter of protest to WSDOT's interpretation of the painting scope. WSDOT reviewed the Contractor's letters of protest (Serial Letters No. 6 and No. 9) and responded in writing on January 28, 2016 denying the Contractor's protest and directing the Contractor to clean and paint the upper laterals and sidewalk beams. The Contractor proceeded with the work and WSDOT tracked the work under protest. The Contractor continued this protest through the elevation and Dispute Review Board (DRB) process outlined in Sections 1-04.5 and 1-09.11 in preparation for a DRB hearing.

The WSDOT Construction Project Engineer's Office (PEO) and the Contractor elevated their positions to support their respective sides of the issue to WSDOT NW Region and HQ Construction management. Through the elevation process, the State determined that the contract was unclear as to the painting scope limits. The modifications to the contract by addenda included language to the effect that only the lateral sections shown on the contract Plan Sheet 9 were to be painted, rather than the complete lateral braces. With approval of the NW Region and HQ Construction offices, and prior to submittal of position papers by both sides to the DRB, a settlement agreement was reached between the two parties for the painting of the complete laterals.

WSDOT proposed to compensate the Contractor with a lump sum amount of \$538,000.00 to resolve and settle any-and-all issues and claims including, but not limited to, the upper lateral paint scope dispute, the right-of-way dispute, and extended overhead in any manner arising out of, or pertaining to, Contract 8727. On April 14, 2017, the Contractor reviewed the proposal and agreed with the WSDOT proposal.

PL JM

Contract Number 008727	Contract Title SR 99, George Washington Memorial BR 99/560 Painting Stage 1	Change Order Number 11
Basis of Cost & Justification: Reimbursement for the new item of work "CO#11 Project Clear All" shall be at the agreed lump sum amount of \$538,000.00. WSDOT calculated an independent estimate in the amount of \$538,037.15 using the equipment and labor rates submitted. WSDOT and the Contractor agreed to a lump sum amount of \$538,000.00. The net amount for this change order is \$538,000.00. See attached independent cost estimate.		
Contract Time: This change order work did not affect the critical path. It is mutually agreed that an extension of time will not be granted as a result of this change order and a written time impact analysis is not required.		
Prior Approvals: Jerry Moore, Assistant State Construction Engineer, gave his approval on April 13, 2017. Cathy Arnold, NWR Engineering Manager, gave her approval on April 13, 2017. Dave Lindberg, Project Engineer, gave his approval on April 14, 2017.		
List Attachments: Change Order Checklist Cost Estimate Written Approval		

Distribution: Copy of Change Record & Change Order w/Backup - Project Engineer
Copy of ONLY Change Order - Prime Contractor / Design-Builder
Copy of Change Record & Change Order w/Backup - Region Construction Office
Electronic Copy & Original of Change Record & Change Order w/Backup - State Construction Office

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**


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CONTRACT NO: 008727 FEDERAL AID NO: NHPP-0099(069)
CONTRACT TITLE: SR 99, GEORGE WASHINGTON MEMORIAL BRIDGE - PAINTIN
CHANGE ORDER NO: 11 PROJECT CLEAR ALL

PRIME CONTRACTOR: SW0189555 HERCULES PAINTING COMPANY, INC.
1102 SAMPSON STREET
NEW CASTLE PA 16101-8916



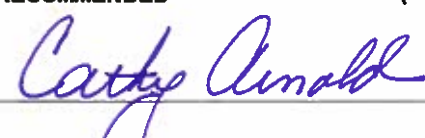
Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

Change proposed by Contractor

ENDORSED BY:  CONTRACTOR 5-1-2017 DATE	SURETY CONSENT: ATTORNEY IN FACT DATE
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ORIGINAL CONTRACT AMOUNT: 15,869,269.00
CURRENT CONTRACT AMOUNT: 16,130,778.88
ESTIMATED NET CHANGE THIS ORDER: 538,000.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 16,668,778.88

Approval Required: Region Olympia Service Center Local Agency

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> EXECUTED  PROJECT ENGINEER 5/15/2017 DATE	EXECUTED:  STATE CONSTRUCTION ENGINEER 6-6-2017 DATE
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> EXECUTED REGIONAL ADMIN:  BY: 5-31-2017 DATE	OTHER APPROVAL WHEN REQUIRED SIGNATURE _____ DATE _____ REPRESENTING _____

**WASHINGTON STATE
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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:

DESCRIPTION

This change order provides final settlement and resolution for any and all issues and claims relating to the Contract 008727.

The Contractor, Hercules Painting Company, Inc., by signing this change order agrees and certifies that:

Upon payment of this change order in the amount of \$538,000.00, any and all claims in any manner arising out of, or pertaining to, Contract No. 008727, (including but not limited to those certain claims set forth in the letters to the Department of Transportation, dated January 12, 2016 and signed by Brian Balzli of Hercules Painting Company, Inc. in the approximated amount of \$978,000.00, and dated June 21, 2016 and signed by Brian Balzli of Hercules Painting Company, Inc. in the approximated amount of \$280,000.00) have been satisfied in full and the State of Washington is released and discharged from any such claims and extra compensation in any manner arising out of Contract 008727.

MEASUREMENT

No specific unit of measure shall apply for the new lump sum item "CO#11 Project Clear All".

PAYMENT

Reimbursement for the new item of work "CO#11 Project Clear All" shall be at the agreed lump sum amount of \$538,000.00.

CONTRACT TIME

It is mutually agreed that an extension of time will not be granted as a result of this change order and a written time impact analysis is not required.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER**

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CONTRACT NO: 008727	CHANGE ORDER NO: 11
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ITEM NO	GROUP NO	STD ITEM	ITEM DESCRIPTION	UNIT MEASURE	UNIT PRICE	EST QTY CHANGE	EST AMT CHANGE
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1009	01		CO#11 PROJECT CLEAR ALL	L.S.	0.00	0.00	538,000.00
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538,000.00
