Memorandum

August 15, 2013

TO: J. Carpenter / M. Foster
THRU: D. Whitehouse / B. White
FROM: W. Smith / K. Vaughn

SUBJECT: Contract 8127 - Snowshed to Keechelus Dam Phase 1C State Project
Change Order No. 59 - “Wall 7 Grouting Delay Mitigation”

Attached for your review is the HQ approved and executed Change Order No. 59 for this project.

Description of the Change: Due to delays at the Wall 7 Soil Nail Wall, the material that the Contractor planned to excavate from the AR1 access bench in front of Wall 7 is not available at this time. This has resulted in schedule impacts to the Contractor, the most significant of which, is not having excavated material from the AR1 access bench available to place on the east end of the LE (as was bid). In order to minimize impacts to the Contractors schedule, this change order provides a source for material to be used for embanking the east end of the LE. Among the elements contributing to making this critical work, are the lake levels. Due to environmental constraints, fill material cannot be placed into the waters of the lake; it must be placed when the reservoir (lake) level is low, which occurs in late summer. Providing this material source enables the Contractor to construct the LE embankment, east and west of the Resort Cr. Bridge, while the lake levels are low. Consequently, it is expected to reduce the likelihood of a delay claim by the Contractor.

This change also compensates the Contractor for traffic control associated with the excavation work, and for the additional handling and storage of soil nail bars that were expected to be installed prior to this point, but must now be transported, protected, and stored.

Evolution of the Change: In the late summer / fall of 2012, as the Contractor attempted to install vertical soil nails for Wall 7, drastic overruns in grout quantities were encountered, as a result of unexpected voids in the subsurface material. These problems continued in the summer of 2013, and have added to the delays (schedule impacts) to the Contractor’s work. (The Wall 7 grout exceedance is well documented in correspondence and executed change orders.) As the reservoir (lake) levels dropped in late July, the Contractor pointed out that the delays to Wall 7 are impacting their schedule, due to their inability to use the excavated material from the AR1 access bench for LE embankment. This was discussed with SCR Const. Management, and HQ Const. The Project Office looked for alternative sources for material. The “rock knob” in the median, at MP 60.9 was found to be the most feasible, and the Project Engineer requested the Contractor provide costs for this work. In Serial Letter 131, the Contractor provided a cost proposal for this work.

Entitlement: This change order alters the material sites provided by the Contracting Agency, adds associated traffic control work, and work to haul off future excess material. This change order also adds work for the transport and storage of soil nails, of which installation has been delayed. As per Section 1-04.4 of the Standard Specifications, the Contractor is entitled to compensation for the added work associated with these changes.
**Price:** The project office has performed an independent engineer’s estimate of the cost provided by the Contractor for this work. An analysis of previous bid prices for similar work was used along with the development of force account estimates for the portions of the work without bid histories. The independent estimate confirms that the price provided is reasonable.

**Contract Time:** There is no change to contract time associated with this change order. Please contact Will Smith, at (509) 577-1844, if you have any questions or comments.

WS: kv
Enclosures: Change Order # 59, Checklists
cc: SCR Const.
    Change Order File
WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
CHANGE ORDER

CONTRACT NO: 008127
FEDERAL AID NO:

CONTRACT TITLE: I-90, SNOWSHED TO KEECHELUS DAM PHASE 1C - REPLACE
CHANGE ORDER NO: 59 WALL 7 GROUT-DELAY MITIGATION

PRIME CONTRACTOR: [redacted] GUY F. ATKINSON CONSTRUCTION, LLC.
707 SOUTH GRADY WAY STE 500
RENTON WA 98057-3224

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

ENDORSED BY:
signature
DATE 8/13/13

SURETY CONSENT:

ATTORNEY IN FACT

DATE

ORIGINAL CONTRACT AMOUNT: 177,144,342.66
CURRENT CONTRACT AMOUNT: 178,776,744.89
ESTIMATED NET CHANGE THIS ORDER: 1,245,000.00
ESTIMATED CONTRACT TOTAL AFTER CHANGE: 180,021,744.89

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

APPROVAL RECOMMENDED
( ) EXECUTED

PROJECT ENGINEER
signature
DATE 8/14/13

EXECUTED:

STATE CONSTRUCTION ENGINEER
signature
DATE 8/26/13

APPROVAL RECOMMENDED
( ) EXECUTED

REGIONAL ADMIN:
signature
DATE 8/19/13

OTHER APPROVAL WHEN REQUIRED

SIGNATURE
DATE

REPRESENTING

CG02v04 (revised Feb 2005)
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 compensates the Contractor for excavating (including blasting), hauling embankment material from the rock cut in the I-90 median (vic. MP 60.9) to LE embankment areas east and west of the Resort Creek bridge, storage of Wall 7 soil nails at the WSDOT Bullfrog Maintenance Yard in Cle Elum, and hauling excess excavated material from Wall 7 to Crystal Springs.

By providing this alternate material source, this change order mitigates schedule delays related to soil nail Wall 7, that have impacted the placement of LE embankment material this construction season in the vicinity of LE 1411+75 to LE 1425+50, as described in the Atkinson Serial Letter 0118.

8 new items are added as shown on page 4.

CONSTRUCTION REQUIREMENTS:
All work shall be in accordance with the Addenda Incorporated Contract Plans, Special Provisions, 2010 Standard Specifications and this change order.

"CD #59-Clearing and Grubbing" shall be in accordance with Section 2-01, and the Contract Provisions.

"CD #59-Habitat Trees to Crystal Springs": All trees and vegetation with trunks greater than 3 inches in diameter shall be transported to Crystal Springs. In addition, all trees designated and marked by the Engineer as "Habitat Trees" shall be removed with the root wad intact, and a minimum of 15 feet of trunk remaining intact. These trees and vegetation shall be placed at a location designated by the Engineer within the Crystal Springs site, in two separate piles. One pile shall include all habitat trees and the other pile will include all remaining vegetation material.

"CD #59-Roadway Excavation Incl. Haul": Material shall be excavated from the specified location at MP 60.9 (outside the project limits) as shown on page 6, and shall be placed in accordance with the requirements of Section 2.03, and the Contract Provisions.

All blasting shall be in accordance with Std. Specs. Section 2-03, and the Contract Provisions. The Contractor shall provide for "Blast Monitoring", including the U.S. Bureau of Reclamation's "Keechelus Dam" facility, adjacent to the material site.

WSDOT bore logs for this materials site are included on page 8 through 13, as
WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  

CHANGE ORDER  

DATE: 08/08/13  
Page 3 of 13

<table>
<thead>
<tr>
<th>CONTRACT NO: 008127</th>
<th>CHANGE ORDER NO: 59</th>
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informational to the Contractor.

No excavation shall occur below the elevation of the adjacent roadway. Finished slopes adjacent to the I-90 shoulder shall be no steeper than 6:1. Grading will be as shown on page 7.

Any rock "safety scaling" needed to assure that the slopes will result in no risk of rockfall to the traveling public, in areas where excavation by the Contractor occurred, shall be the responsibility of the Contractor, at no cost to the State.

"CO #59-Traffic Control": The Contractor shall provide all traffic control needed to set the temporary concrete barrier. Any additional traffic control needed to facilitate lane closures for hauling excavated material out of the MP 60.9 material site shall be the responsibility of the Contractor, at no cost to the State.

"CO #59-Soil Nail Storage & Haul": The Contractor shall deliver the fabricated steel soil nail bars (with corrosion protection) to the WSDOT Bullfrog Maintenance Yard in Cle Elum, between the hours of 7:00 AM and 3:30 PM Monday thru Friday. WSDOT will provide a boom truck (and operator) capable of loading and unloading the soil nail bars off, and onto the Contractor's trucks, with a minimum of 2-days' notice to the Engineer. When all soil nails have been removed from the WSDOT Maintenance Yard, the Contractor shall remove all materials associated with the storage, such as debris, dunnage, pallets, etc., from the facility.

MATERIALS REQUIREMENTS:  
All work shall be in accordance with the Addenda Incorporated Contract Plans, Special Provisions, 2010 Standard Specifications and this change order.

MEASUREMENT:  
Measurement for "CO #59-Roadway Excavation Incl. Haul" material shall be by the cubic yard in accordance with Section 2-03.4 of the Standard Specifications.

Measurement for "CO #59-Temporary Concrete Barrier" shall be by the linear foot in accordance with Section 6-10.4.

Measurement for "CO #59-Addt. Haul to Crystal Springs" material shall be by the cubic yard in accordance with Section 2-03.4.

Measurement for "CO #59-Soil Nail Storage & Haul" will include the time needed to travel from the Price Cr. Staging Area (vic. MP 61.5), to the WSDOT Bullfrog Maintenance Facility (MP 80), and back. Loading and unloading time will be included at the WSDOT Bullfrog Maintenance Yard only.
CONTRACT NO: 008127

PAYMENT:
All work shall be in accordance with the Addenda Incorporated Contract Plans, Special Provisions, 2010 Standard Specifications and this change order.

Payment for "CO #59-Mobilization" shall be by lump sum in accordance with Section 1-09.1. The agreed lump sum price shall be full compensation for all costs associated with mobilizing and de-mobilizing all necessary equipment and personnel needed for this work.

Payment for "CO #59-Clearing and Grubbing" shall be by lump sum in accordance with 1-09.1. The agreed price shall be full compensation for all costs associated with clearing and grubbing the MP 60.9 "rock cut" material site.

Payment for "CO #59-Temporary Concrete Barrier" shall be by the linear foot, in accordance with Section 6-10.5 of the Standard Specifications

Payment for "CO #59-Roadway Excavation Incl. Haul" shall be by the cubic yard in accordance with Std. Spec Section 2-03.5. The agreed unit price per cubic yard shall be full compensation for all costs associated with this work, including construction of access, blasting, blast monitoring, loading and hauling this material to the LE embankment areas as specified in this change order. Placement of this material will be paid by existing contract bid items. Any safety rock scaling needed, shall be included in the cubic yard price for this work.

Payment for "CO #59-Traffic Control" shall be by lump sum in accordance with Section 1-09.1. The agreed lump sum price shall be full compensation for all costs associated with providing traffic control, including all traffic control devices, vehicles, and personnel.

Payment for "CO #59-Soil Nail Storage & Haul" shall be in accordance with Section 1-09.6 of the 2010 Standard Specifications.

Payment for "CO #59-Addt. Haul to Crystal Springs" shall be by the cubic yard in accordance with Std. Spec Section 2-03.5. The agreed unit price per cubic yard shall be full compensation for all costs associated with this work, including hauling and stockpiling this material at Crystal Springs.

Payment for "CO #59-Habitat Trees to Crystal Springs" shall be in accordance with Section 1-09.6 of the 2010 Standard Specifications.

CONTRACT TIME:
There is no change to contract time associated with this change order.
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1,245,000.00
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