

White, Paul

Subject: FW: Change order 85 to Offsite Roadway Improvements contract, April 23, 2013

From: White, Paul

Sent: Tuesday, May 28, 2013 6:43 PM

To: Albro, Thomas; Blair, Katie; Bowman, Stephanie; Bryant, Bill; Creighton, John; Gregoire, Courtney; Kennedy, Mary Gin

Subject: FW: Change order 85 to Offsite Roadway Improvements contract, April 23, 2013

Commissioners:

The explanation below is from Capital Development Director Ralph Graves regarding a change order you approved on April 23, 2013. You will recall that Change Order 85 was revised to include a 153-day time extension. Ralph's email closes the loop on the status of the project delays as concurrent or non-concurrent.

We received this description last week. If you have already received the explanation below, please forgive the duplication. Thank you.

Paul J. White

Port of Seattle

Commission Records Coordinator

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From: Graves, Ralph

Sent: Tuesday, May 21, 2013 3:25 PM

To: Kennedy, Mary Gin

Cc: White, Paul; Zahn, Janice; Powell, Paul; Blair, Katie

Subject: Change order 85 to Offsite Roadway Improvements contract, April 23, 2013

Commissioners,

At the April 23 meeting you approved a change order to add 153 days to the Offsite Roadway Improvements and SR-99 Bridge Seismic Upgrade construction contract (an element of the Consolidated Rental Car Facility program). As initially presented, the memo mistakenly described the time extension as 77 days, and you allowed us to verbally amend it in the meeting to 153 days. Although the amendment got the number of days correct, it stated that all 153 days are concurrent, when in fact the first 77 days are concurrent, while the last 76 days are non-concurrent. The contractor completed Port-added roadway signage work on August 9, 2012 but did not complete the base contract work until October 24, 2012. This resulted in the 153 days of delay. Concurrent delays are caused by both the Port (with added fabrication and installation of roadway signs) and the contractor (with incomplete base contract work), while the non-concurrent delays are caused by the contractor alone. The final negotiated change order amount of \$492,000 accounts for these conditions. While the distinction between concurrent and non-concurrent delay days is a technical detail, we need to inform you in order to correct the record. Thanks for your patience in this – in the future we shall work harder to get it right the first time.

Ralph

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Port
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Exhibit	C
Port Commission	
Meeting of	April 23, 2013