PROJECT:	**Index – Galena Road Flood Repair**	**PROJECT #:**	**RC1532, RC1774, RR6322**
PROJECT ENGINEER:	**Sam Chi**	**FED AID #:**	**ER-0701(063)**

WRITTEN JUSTIFICATION

1. DESCRIPTION OF CHANGE.

This Change order is a Value Engineering Cost Proposal (VECP) to delete Item 24, Temporary Work Access – AC5. In order to perform work needed to construct the project, the Contract includes plans and provisions for 5 temporary access roads to provide access to areas of the project site that may otherwise be inaccessible due to uneven terrain, soft or wet soils, water, or environmentally sensitive areas. Included with this work are items for Temporary Erosion and Sediment Control (TESC) and Restoration work to replant the disturbed area. This Change Order deletes the lump sum Item 24, Temporary Work Access – AC5, and reduces quantities of the associated items for TESC and planting, and creates a new item to compensate the Contractor for VECP Incentive of one-half of the savings.

2. WHAT IS REQUIRED BY CONTRACT? WHY THE CHANGE? (REFERENCE PLAN SHEETS & SPEC SECTIONS.)

The Contract includes provisions and 5 lump sum bid items for five Temporary Access Roads, Bid Items 20 through 24, AC1 through AC5. Division 8 of the Standard Specifications is supplemented by the Special Provision on pages 197 through 202 which describes the construction requirements and estimated quantities for the 5 temporary roads. Plan sheets 22 through 41 are also provided in the Contract Plans and include horizontal and vertical alignments and other details of the Temporary Access Features. Early in the project, the Contractor determined that Temporary Access Road AC5 would be unnecessary since Temporary Access Roads AC1 and AC2 would provide the needed access to the work in the AC5 vicinity. Additionally, AC5 would be very steep, with road grades of 28% and 20%, rendering AC5 difficult to navigate and maintain. Included in this change are reductions to the TESC items and Restoration items associated with AC5.

It is noted that portions of the TESC and restoration work associated with the access roads are Condition of Award (COA) to DBEs, Bella Terra LLC and The Bag Lady, Inc. All contract work falls under Rule 171 - Use Tax per Standard Specification 1-07.2(1), which requires tax to be included in the bid. The prime contractor prepared two subcontract revisions after bid to compensate their subcontractors for tax omissions made in their original subcontracts. This Change Order provides resolution of the reduction of the two DBE subcontractor's COA. Documentation is provided which shows how the DBEs' subcontracts were increased after bid by including Sales and Use tax in the subcontracts. The sum of these revised subcontracts along with the remaining DBE subcontracts will be greater than the original COA commitment amount, which effectively mitigates the reduction in COA work resulted by this Change Order. Concurrence from both DBE subcontractors is included in the documentation in Goodfellow Bros.' letter dated August 17, 2021.

3. HOW IS CHANGE ORDER THE SOLUTION?

A change order is necessary to add a bid item to credit the AC5 bid item amount, reduce the quantities of the TESC and Restoration items, and to create a new bid item to compensate the contractor for the VECP incentive, one-half of the change. Additionally, a change order is necessary to implement the changes to the Condition of Award.

4. ALTERNATIVE(S) CONSIDERED.

The only alternate considered was to build the Contract Temporary Access Road AC 5 per plan. This would result in unnecessary work and not save any dollars.

PROJECT:	**Index – Galena Road Flood Repair**	**PROJECT #:**	**RC1532, RC1774, RR6322**
PROJECT ENGINEER:	**Sam Chi**	**FED AID #:**	**ER-0701(063)**

5. REASON FOR ENTITLEMENT AND WHY IT CANNOT BE PAID UNDER EXISTING CONTRACT.

Section 1-04.4(2) Value Engineering Change Proposal (VECP) describes the terms and procedures of the VECP process. There are no available bid items in the contract to account for this change.

6. APPROVALS: PROJECT MANAGER, TECHNICAL ADVISOR (TRAFFIC, STRUCTURAL), JURISDICTION, OTHER AGENCY.

Standard change order approval (Construction Manager, Engineering Services Director), including WSDOT Local Agency review regarding DBE COA.

7. TIME: INCREASE OR DECREASE WORKING DAYS.

There is no change in Time associated with this change order.

8. COST: ESTABLISH OR VERIFY INCREASE OR DECREASE. (CONTRACTOR PROPOSAL, ENGINEER'S ESTIMATE, NEGOTIATED, SUPPLIER, BID ITEM, ETC.)

Per Section 1-04.4(2)B1, this change order creates a new bid item to credit the County for the deletion of bid item 24, Temporary Access Road AC 5, at the existing lump sum price of $105,000, reduces quantities of TESC and Restoration items, and creates a new bid item to compensate the Contractor for his half of the savings at $63,410.50. Costs for Engineering are deemed equivalent between the parties and do not affect the overall savings. The Contract documents include quantities for each of the Temporary Access Roads. We have reviewed the quantities and bid prices against the other bids and WSDOT's Unit Bid Analysis and have concluded that the bid costs for the access roads, restoration work, and TESC items are appropriate. We did, however, adjust the Contractor's proposed quantity of restoration items to be more in line with the design intent of the contract as follows: The area left undisturbed due to this VECP is on a slope greater than 2:1, therefore, the undisturbed area would have been planted with plugs and live stake plants only. Containerized plants would not have been used. The remaining untouched area of 9227 Square Feet would have been planted with plugs and live stakes at 2 feet on center, which amounts to approximately 2300 plants. We proportionately adjusted the quantities plugs and live stakes to be deleted. We have agreed to delete AC5 at the existing lump sum cost of $105,000 and the TESC and Restoration items at existing unit prices

ATTACHED BACKUP DOCUMENTATION:

Goodfellow Bros.' letter dated August 17, 2021, 19 pages

1921 2021

GOODFELLOW BROS.

100 YEARS OF SERVICE

August 17, 2021

Sam Chi, Construction Project Engineer
Snohomish County Public Works
3000 Rockefeller Ave, M/S 607
Everett, WA 98201

RE: RC1532 Index-Galena Road Flood Repair – Temp Access AC5 Delete VECP Formal Response

Dear Mr. Chi,

Thank you for response dated July 23rd, 2021 to our VECP Formal Proposal, below is an explanation of the requested information regarding the COA DBE subcontractors.

Bella Terra: Bella Terra's quote provided on February 9, 2021 which was used to establish the condition of award dollar amount of $316,383.48 excluded taxes, see attached quote. In accordance with WAC 458-20-171 Goodfellow Bros and Bella Terra agreed to a one time lump sum payment of $12,097.91 as compensation for Washington State Use Tax. As this was negotiated after bid day, but before subcontract execution, it resulted in Bella Terra's contract exceeding the Condition of Award dollar amount. See attached subcontract agreement. Goodfellow Bros LLC proposes the use tax payment be substituted for the deleted work.

Furthermore, Bella Terra has reviewed the VECP Proposal and has confirmed their concurrence, see attached letter.

The Bag Lady: The Bag Lady's quote provided on February 8, 2021 which was used to establish the condition of award dollar amount of $721,832.00 excluded sales and use tax, see attached quote. In accordance with WAC 458-20-171 Goodfellow Bros and The Bag Lady agreed to adjust the individual unit prices to include applicable Sales Tax or Use Tax. As this was negotiated after bid day, but before subcontract execution, it resulted in The Bag Lady's contract exceeding the

Goodfellow Bros.
P.O. Box 1419, Maple Valley, WA 98038
22035 SE Wax Rd., Ste. 14, Maple Valley, WA 98038
P.O. Box 598, Wenatchee, WA 98807
Phone 425.432.2202 | Fax 425.432.1555
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100 YEARS OF SERVICE

Condition of Award dollar amount. See attached subcontract agreement. Goodfellow Bros LLC proposes the sales tax and use tax payments be substituted for the deleted work.

Furthermore, The Bag Lady has reviewed the VECP Proposal and has confirmed their concurrence, see attached email.

Please feel free to reach out to me if you need anymore information regarding this proposal.

Thank you,

Mike Jacobs

Mike Jacobs
Estimator

Goodfellow Bros.
P.O. Box 1419, Maple Valley, WA 98038
22035 SE Wax Rd., Ste. 14, Maple Valley, WA 98038
P.O. Box 598, Wenatchee, WA 98807
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BELLA TERRA LLC
1342 Dike Road, Woodland WA 98674
(360) 606-5616 www.1BellaTerra.com

DBE D2F0023991 WBE W2F0023991
UBI: 603-490-510 - Contractor License # BELLATL846MM
FEIN: 36-4807606 OR LCB# 9587

Galena Flood Repair - Plantings

ITEM #	JOB-SITE SPECIFICATION FOR BID PRICE:	UNIT	QTY	Price	Estimate
89	TEMPORARY SEEDING	ACRE	6	$3,920.40	$23,522.40
92	Acer Macrophyllum (Big Leaf Maple) 2 gal	EACH	411	$12.38	$5,086.25
93	PSIPE - Aluns Rubra Red Alder 2 gal	EACH	620	$11.81	$7,323.87
94	PSIPE - Amelanchier Alnifolia Serviceberry 2 gallon	EACH	278	$22.00	$6,116.26
95	PSIPE - FRANGULA PURSHIANA (CASCARA), 2GAL	EACH	246	$11.81	$2,906.00
96	PSIPE - POPULUS BALSAMIFERA RICHOCARPA (BLACK COTTONWOOD), 2 GAL	EACH	213	$11.81	$2,516.19
97	PSIPE - PSEUDOTSUGA MENZIESII (DOUGLAS-FIR), 2 GAL	EACH	1258	$11.81	$14,860.25
98	PSIPE - SALIX LASIANDRA (PACIFIC WILLOW) 2GAL	EACH	15	$11.82	$177.31
99	PSIPE - TAXUS BREVIFOLIA (PACIFIC YEW}, 2 GAL	EACH	2	$28.19	$56.37
100	PSIPE - THUJA PLICATA (WESTERN RED CEDAR), 2 GAL	EACH	1171	$11.81	$13,832.56
101	PSIPE - TSUGA HETEROPHYLLA (WESTERN HEMLOCK}, 2 GAL	EACH	454	$12.38	$5,618.37
102	PSIPE - ACER CIRCINATUM (VINE MAPLE), PLUG	EACH	5038	$4.16	$20,970.80
103	PSIPE - GAULTHERIA SHALLON (SALAL), PLUG	EACH	764	$3.94	$3,008.37
104	PSIPE - OEMLARIA CERASIFORMUS (INDIAN PLUM), PLUG	EACH	3166	$3.94	$12,466.25
105	PSIPE - RISES BRACTEOSUM (STINK CURRANT), PLUG	EACH	2328	$4.50	$10,476.12
106	PSIPE - RUBUS PARVIFLORUS (THIMBLEBERRY), PLUG	EACH	9596	$3.83	$36,704.82
107	PSIPE - RUBUS SPECTABILIS (SALMONBERRY), PLUG	EACH	7548	$3.83	$28,871.22
108	PSIPE - RUBUS URSINUS (CALIFORNIA BLACKBERRY), PLUG	EACH	255	$3.83	$975.50
109	PSIPE - SAMBUCUS RACEMOSA (RED ELDERBERRY}, PLUG	EACH	6830	$3.94	$26,893.25
110	PSIPE - VACCINIUM ALASKENSE (ALASKA BLUEBERRY), PLUG	EACH	51	$12.38	$631.25
111	PSIPE - VACCINIUM PARVIFOLIUM (RED HUCKLEBERRY), PLUG	EACH	305	$3.83	$1,166.75
112	PSIPE - ACER CIRCINATUM (VINE MAPLE), 2 GAL	EACH	740	$12.38	$9,157.62
113	PSIPE - CORNUS SERICEA (REDOSIER DOGWOOD), 2 GA	EACH	352	$11.81	$4,158.12
114	PSIPE - MALUS FUSCA (OREGON CRAB APPLE), 2 GAL	EACH	135	$12.38	$1,670.75
115	PSIPE - OEMLARIA CERASIFORMUS (INDIAN PLUM), 2 GAL	EACH	388	$11.81	$4,583.37
116	PSIPE - RISES BRACTEOSUM (STINK CURRANT), 2 GAL	EACH	130	$11.81	$1,535.75
117	PSIPE - RUBUS PARVIFLORUS (THIMBLEBERRY), 2 GAL	EACH	857	$11.81	$10,123.44
118	PSIPE - RUBUS SPECTABILIS (SALMONBERRY), 2 GAL	EACH	971	$11.81	$11,470.06
119	PSIPE - RUBUS URSINUS (CALIFORNIA BLACKBERRY), 2 GAL	EACH	31	$11.82	$366.31
120	PSIPE - SAMBUCUS RACEMOSA (RED ELDERBERRY}, 2 GAL	EACH	527	$11.81	$6,225.31
121	PSIPE - VACCINIUM PARVIFOLIUM (RED HUCKLEBERRY), 2 GAL	EACH	54	$11.81	$638.00
122	PSIPE - CORNUS SERICEA (REDOSIER DOGWOOD), LIVE STAKE	EACH	6816	$1.53	$10,428.60
123	PSIPE - SALIX LASIANDRA (PACIFIC WILLOW), 6552 LIVE STAKE	EACH	635	$2.04	$1,295.56
124	PSIPE - ATHYRIUM FILIX-FEMINA (COMMON LADY FERN), 1 GAL	EACH	24	$8.44	$202.62
125	PSIPE - POLYSTICHUM MUNITUM (SWORD 6552 FERN), PLUG	EACH	2755	$8.44	$23,245.44
126	PSIPE - POLYSTICHUM MUNITUM (SWORD 6552 FERN), 2GAL	EACH	78	$12.38	$965.37
133	Chamerion angustifolium (FIREWEED SEEDING), per square yard	SY	1900	3.23	$6,137.00
	Clarifications and exclusions on page 2				
	Total				*$316,383.48*

High Volume water source by Prime Contractor with refills on demand. No longer than 30 wait time which includes Bella Terra truck fill up w/ water.

This quote is based upon our standard insurance policy. Anything over/beyond will incur additional charges.

We carry $2,000,000 general aggregate, $1,000,000 personal and commercial general liability insurance.

This quote does not include taxes, permits, or bid bonds.

This quote was completed based upon the quantities and volumes specified in the bid documents. Any supplies required in excess of these amounts will incur additional charges.

Quote does not include any ground preparation, pre-watering or post watering.

This quote do not include pre planting compost or soils listed on the plan.

Transition lines between planting areas need to be staked out.

These prices reflect prevailing wage rates.

All soils shall be 3" deeper than the root system of the plants listed. If rocky condition additional time for planting will be T&M basis

1 Hydroseeder Mob fee included. Additional MOB fee is $950.00 each time

These plants will be contract grown. Deposits may be required. Plug plants will require spring planting.

No plant maintenance after planting

DocuSign Envelope ID: 19092D05-F67D-4102-A656-E7A2E18929C9

GOODFELLOW BROS.

ESTABLISHED 1921

SUBCONTRACT AGREEMENT

This Subcontract Agreement (the "Subcontract") is made this 26th day of February, 2021 and entered into between CONTRACTOR and SUBCONTRACTOR.

Contractor: **GOODFELLOW BROS. LLC**
PO Box 1419
Maple Valley, WA 98038
Telephone: 425-532-2202

- and -

Subcontractor: **BELLA TERRA, LLC**
1342 DIKE ROAD
WOODLAND, WA 98674
Telephone: 360-606-5616

CONTRACTOR, for the full, complete, and faithful performance of this Subcontract, agrees to pay SUBCONTRACTOR the Subcontract Amount as shown on Exhibit "A" attached hereto, in accordance with the provisions of the Subcontract Documents.

SUBCONTRACTOR shall furnish and perform all work as described herein for the construction of:

Index-Galena Road Flood Repair, GOODFELLOW Job # 202758-, (hereinafter referred to as the "Project"),

located at **Index, Washington,** for **Snohomish County Public Works** (hereinafter called "Owner") in accordance with the contract dated the **TBD** between Owner and Goodfellow Bros. LLC, and the general and special conditions of that contract, and in accordance with the drawings / specifications prepared by and dated as shown in Exhibit "C" attached and addendum(s) **1-6**, and in accordance with all terms and conditions of contract, including general and special conditions of contract, contained in any contract between Contractor and any upper-tier contractor, for work on the subject Project, all of which documents in their entirety are hereinafter referred to as the "Main Contract," and have been and remain available to Subcontractor.

Subcontractor agrees to be bound by the Subcontract General Conditions attached, by all laws, government regulations and orders, and by all terms and conditions of the Main Contract, to the extent of the Work herein subcontracted, which provisions are hereby incorporated by reference, and all of the terms and conditions of this Subcontract.

Payment and Performance Bond **(is not)** required for this Subcontract.

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DocuSign Envelope ID: 19092D05-F67D-4102-A656-E7A2E18929C9

The Subcontract Documents include the Exhibits listed below, if checked.

- ☒ Exhibit A: Scope of Work – Schedule of Subcontract Values
- ☒ Exhibit B: Special Provisions
- ☒ Exhibit C: Index of Drawings / Specifications (cover sheets only for reference purposes)
- ☐ Exhibit D: Insurance Requirements
- ☐ Exhibit E: State Specific Addendum
- ☐ Exhibit F: Safety Requirements
- ☐ Exhibit G: EEO / Unlawful Harassment
- ☐ Exhibit H: Project Schedule
- ☒ Exhibit I: Main Contract and Flowdowns

This Subcontract, the Subcontract General Conditions attached, and the Main Contract incorporated by reference herein, constitute the whole agreement between Contractor and Subcontractor which are incorporated into this Subcontract as if fully set forth herein. There are no terms, obligations, covenants, or conditions other than those contained or incorporated by reference herein. No modification or amendment of this Subcontract and the Subcontract General Conditions attached shall be valid and effective unless evidenced by an agreement in writing signed by Goodfellow Bros. LLC.

The Work of the Subcontractor shall include and the Subcontractor shall provide (at its sole cost and expense) all labor, materials, equipment, supervision, plant, utilities, power, technical, professional services and taxes, and shall perform all operations necessary and required to construct and complete the Work in strict accordance with the Contract Documents.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Subcontract Agreement.

CONTRACTOR	**SUBCONTRACTOR**
GOODFELLOW BROS. LLC	**BELLA TERRA, LLC**
By: Amanda Brucato	By: Rena Bellika
Print Name: Amanda Brucato	Print Name: Rena Bellika
Its: Director of Contracting	Its: Managing Member
(Authorized Representative)	*(Authorized Representative)*
Dated: 3/5/2021	Dated: 3/4/2021
GOODFBL825PH	BELLATL846MM
Washington Contractor's Registration/License Number	Washington Contractor's Registration/License Number
91-0236810	36-4807606
Federal Tax I.D. Number	Federal Tax I.D. Number
604 303 536	603 490 510
Washington State UBI Number	Washington State UBI Number

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Subcontract # 202758-04

EXHIBIT "A"
SCHEDULE OF SUBCONTRACT VALUES

Index-Galena Road Flood Repair

BELLA TERRA, LLC

Item	Description	Quantity	UM	Unit Price	Extended Price
1	Bid Item #89: Temporary Seeding	6	AC	$3,920.40	$23,522.40
2	Bid Item #92: PSPIPE - Acer Macrophyllum (Big Leaf Maple), 2 Gal	411	EA	$12.38	$5,088.18
3	Bid Item #93: PSIPE - Alnus Rubra (Red Alder), 2 Gal	620	EA	$11.81	$7,322.20
4	Bid Item #94: PSIPE - Amelanchier Alnifolia (Serviceberry) , 2 Gal	278	EA	$22.00	$6,116.00
5	Bid Item #95: PSIPE - Frangula Purshiana (Cascara), 2 Gal	246	EA	$11.81	$2,905.26
6	Bid Item #96: PSIPE - Populus Balsamifera SSP Trichocarpa (Black Cottonwood), 2 Gal	213	EA	$11.81	$2,515.53
7	Bid Item #97: PSIPW - Pseudotsuga Menziesii (Douglas Fir), 2 Gal	1,258	EA	$11.81	$14,856.98
8	Bid Item #98: PSIPE -Salix Lasiandra (Pacific Willow), 2 Gal	15	EA	$11.82	$ 177.30
9	Bid Item #99: PSIPE - Taxus Brevifolia (Pacific Yew), 2 Gal	2	EA	$28.19	$ 56.38
10	Bid Item #100: PSIPE - Thuja Plicata (Western Red Cedar), 2 Gal	1,171	EA	$11.81	$13,829.51
11	Bid Item #101: PSIPE - Tsuga Heterophylla (Western Hemlock), 2 Gal	454	EA	$12.38	$5,620.52
12	Bid Item #102: PSIPE - Acer Circinatum (Vine Maple), Plug	5,038	EA	$4.16	$20,958.08
13	Bid Item #103: PSIPE - Gaultheria Shallon (Salal), Plug	764	EA	$3.94	$3,010.16
14	Bid Item #104: PSIPE - Cemlaria Cerasiformus (Indian Plum), Plug	3,166	EA	$3.94	$12,474.04
15	Bid Item #105: PSIPE - Ribes Bracteosum (Stink Currant), Plug	2,328	EA	$4.50	$10,476.00
16	Bid Item #106: PSIPE - Rubus Parviflorus (Thimbleberry), Plug	9,596	EA	$3.83	$36,752.68
17	Bid Item #107: PSIPE - Rubus Spectabilis (Salmonberry), Plug	7,548	EA	$3.83	$28,908.84
18	Bid Item #108: PSIPE - Rubus Ursinus (California Blackberry), Plug	255	EA	$3.83	$ 976.65
19	Bid Item #109: PSIPE - Sambucus Racemosa (Red Elderberry), Plug	6,830	EA	$3.94	$26,910.20
20	Bid Item #110: PSIPE - Vaccinium Alaskense (Alaska Blueberry), Plug	51	EA	$12.38	$ 631.38
21	Bid Item #111: PSIPE - Vaccinium Parvifolium (Red Huckleberry), Plug	305	EA	$3.83	$1,168.15

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22	Bid Item #112: PSIPE - Acer Circinatum (Vine Maple), 2 Gal	740	EA	$12.38	$9,161.20
23	Bid Item #113: PSIPE - Cornus Sericea (Redosier Dogwood), 2 Gal	352	EA	$11.81	$4,157.12
24	Bid Item #114: PSIPE - Malus Fusca (Oregon Crab Apple), 2 Gal	135	EA	$12.38	$1,671.30
25	Bid Item #115: PSIPE - Cemlaria Cerasiformus (Indian Plum), 2 Gal	388	EA	$11.81	$4,582.28
26	Bid Item #116: PSIPE - Ribes Bracteosum (Stink Currant), 2 Gal	130	EA	$11.81	$1,535.30
27	Bid Item #117: PSIPE - Rubus Parviflorus (Thimbleberry), 2 Gal	857	EA	$11.81	$10,121.17
28	Bid Item #118: PSIPE - Rubus Spectablis (Salmonberry), 2 Gal	971	EA	$11.81	$11,467.51
29	Bid Item #119: PSIPE - Rubus Ursinus (California Blackberry), 2 Gal	31	EA	$11.82	$ 366.42
30	Bid Item #120: PSIPE - Sambucus Racemosa (Red Elderberry), 2 Gal	527	EA	$11.81	$6,223.87
31	Bid Item #121: PSIPE - Vaccinium Parvifolium (Red Huckleberry), 2 Gal	54	EA	$11.81	$ 637.74
32	Bid Item #122: PSIPE - Cornus Sericea (Redosier Dogwood), Live Stake	6,816	EA	$1.53	$10,428.48
33	Bid Item #123: PSIPE - Salix Lasiandra (Pacific Willow), Live Stake	635	EA	$2.04	$1,295.40
34	Bid Item #124: PSIPE - Athyrium Filix-Femina (Common Lady Fern), 1 Gal	24	EA	$8.44	$ 202.56
35	Bid Item #125: PSIPE - Polystichum Munitum (Sword Fern), Plug	2,755	EA	$8.44	$23,252.20
36	Bid Item #126: PSIPE - Polystichum Munitum (Sword Fern), 2 Gal	78	EA	$12.38	$ 965.64
37	Bid Item #133: Fireweed Seeding	1,900	SY	$3.23	$6,137.00
38	Materials Tax		LS		$12,097.91

Retention: 5%

ESTIMATED SUBCONTRACT AMOUNT $328,579.54

PRICE INCLUDES ALL APPLICABLE TAX

INITIALED AND DATED:

Contractor: Amanda Brucato 3/5/2021

Subcontractor: Penn Bellikn 3/4/2021

CHANGE ORDER #4
2/10/2022
Justification Attachment 1
Page 10 of 21

BELLA TERRA LLC
1342 Dike Road
Woodland, WA 98674

Date: August 5, 2021

To Mike Jacobs MikeJ@GoodfellowBros.com
Estimator/Project Manager, Goodfellow Bros.

From Rena Bellika Rena@1BellaTerra.com
Managing Member, Bella Terra, LLC

Re: Index-Galena Road Flood Repair
Snohomish County Public Works
Goodfellow Job #202758
Access Road 5-Deletion

Bella Terra, LLC has been made aware of the changes to this project's scope related to the deletion of construction access road 5 and the resulting impact this change has upon Bella Terra's portion of the project. We do not take exception to this change and are agreeable to proceeding at the existing contractual unit amounts. While the corresponding adjustments decrease the total quantity of many items being supplied by Bella Terra, no line items have been completely removed. We also understand that since Bella Terra is a Condition of Award subcontractor related to the Disadvantaged Business Enterprise (DBE) utilization goals for this project that there may be additional documentation requirements and would be happy to facilitate their completion if necessary.

Sincerely,

Rena Bellika
Managing Member
Rena@1BellaTerra.com

Cc: Heather Hooper Bids@1BellaTerra.com
Dennis Diteman DennisD@GoodfellowBros.com
Ron Jordan RonJ@GoodfellowBros.com

1921 2021

GOODFELLOW BROS.

100 YEARS OF SERVICE

July 29, 2021

Rena Bellika
Bella Terra LLC
1342 Dike Road
Woodland, WA 98674

RE: Index-Galena Road Flood Repair – Proposal of Deleted Work

Dear Ms. Bellika,

Goodfellow Bros LLC (GBI) has proposed a Value Engineering Change Proposal (VECP) to Snohomish County which deletes Temporary Access Road AC5. This proposal will result in a reduction in quantity of your scope of work, a summary of the deleted items is attached to this letter. The total value of the deleted items is $9,285.81.

As you are aware, Bella Terra LLC is a Condition of Award Subcontractor on this project, and with that a substitution must be made to replace the deleted scope of work. GBI has proposed to Snohomish County that the contract item for Washington State Material Use Tax, one Lump Sum payment of $12,097.91, be used as the substitution. As the contract item for Material Use Tax was negotiated after award it was not included in the Condition of Award dollar amount. With these proposed changes Bella Terra LLC's adjusted contract amount will exceed the Condition of Award amount by $2,910.25.

If this change is acceptable to Bella Terra LLC, please respond in writing with your concurrence.

Thank you,

Mike Jacobs

Mike Jacobs
Estimator

Goodfellow Bros.
P.O. Box 1419, Maple Valley, WA 98038
22035 SE Wax Rd., Ste. 14, Maple Valley, WA 98038
P.O. Box 598, Wenatchee, WA 98807
Phone 425.432.2202 | Fax 425.432.1555
CL# GOODFBL825PH | Equal Opportunity Employer

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Item	Description	Quantity	Unit	Bella Terra Unit	Bella Terra Total
92	PSIPE Big Leaf Maple 2 Gal	-10	EA	$ 12.38	$ (123.80)
93	PSIPE Red Alder 2 Gal	-21	EA	$ 11.81	$ (248.01)
94	PSIPE Serviceberry 2 Gal	-8	EA	$ 22.00	$ (176.00)
95	PSIPE Cascara 2 Gal	-8	EA	$ 11.81	$ (94.48)
96	PSIPE Black Cottonwood 2 Gal	-4	EA	$ 11.81	$ (47.24)
97	PSIPE Douglas Fir 2 Gal	-31	EA	$ 11.81	$ (366.11)
100	PSIPE Western Red Cedar 2 Gal	-31	EA	$ 11.81	$ (366.11)
101	PSIPE Western Hemlock 2 Gal	-10	EA	$ 12.38	$ (123.80)
102	PSIPE Vine Maple Plug	-130	EA	$ 4.16	$ (540.80)
104	PSIPE Indian Plum Plug	-65	EA	$ 3.94	$ (256.10)
105	PSIPE Stink Currant Plug	-65	EA	$ 4.50	$ (292.50)
106	PSIPE Thimbleberry Plug	-195	EA	$ 3.83	$ (746.85)
107	PSIPE Salmonberry Plug	-260	EA	$ 3.83	$ (995.80)
109	PSIPE Red Elderberry Plug	-195	EA	$ 3.94	$ (768.30)
112	PSIPE Vine Maple 2 Gal	-21	EA	$ 12.38	$ (259.98)
113	PSIPE Redosier Dogwood 2 Gal	-1	EA	$ 11.81	$ (11.81)
114	PSIPE Oregon Crab Apple 2 Gal	-2	EA	$ 12.38	$ (24.76)
115	PSIPE Indian Plum 2 Gal	-13	EA	$ 11.81	$ (153.53)
116	PSIPE Stink Currant 2 Gal	-2	EA	$ 11.81	$ (23.62)
117	PSIPE Thimbleberry 2 Gal	-13	EA	$ 11.81	$ (153.53)
118	PSIPE Salmonberry 2 Gal	-21	EA	$ 11.81	$ (248.01)
120	PSIPE Red Elderberry 2 Gal	-10	EA	$ 11.81	$ (118.10)
121	PSIPE Red Huckleberry 2 Gal	-1	EA	$ 11.81	$ (11.81)
122	PSIPE Redosier Dogwood Live S	-260	EA	$ 1.53	$ (397.80)
125	PSIPE Sword Fern Plug	-130	EA	$ 8.44	$ (1,097.20)
126	PSIPE Sword Fern 2 Gal	-2	EA	$ 12.38	$ (24.76)
133	Fireweed Seeding	-500	SY	$ 3.23	$ (1,615.00)
					$ (9,285.81)

CHANGE ORDER #4
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Justification Attachment 1

The Bag Lady, Inc.
11124 Valley Avenue East
Puyallup, WA 98372
BAGLA**033CL
WBE# W2F0016394
DBE# D2F0016394

Estimate

Date	Estimate #
2/8/2021	6545-SG

Attn: Project Estimator
Ref:Index - Galena Road Flood Repair MP 6.4 - 6.9 Bid #PW001-21SB, CRP #RC1532, RC1774, RR6322, UPI 060150, ER-0701 (063)
Snohomish Co., WA

NORTHWEST'S LEADING SUPPLIER OF FILLED SANDBAGS SINCE 1991

Description	Qty	Cost	Total
ITEM# 84 - SUPPLY AND INSTALL 6 MIL NON-REINFORCED PLASTIC COVERING, SY	28,160	2.30	64,768.00
ITEM# 85 - SUPPLY AND INSTALL 9" DIA STRAW WATTLE CHECK DAM, LF	420	4.30	1,806.00
ITEM# 87 - SUPPLY AND INSTALL 8" DIA COMPOST SOCK (BURLAP SOCK), LF	24,519	8.00	196,152.00
ITEM# 130 - SUPPLY AND INSTALL HIGH VISIBILITY (SAFETY) FENCE, LF	8,800	2.40	21,120.00
ITEM# 131 - SUPPLY AND INSTALL ORANGE SILT FENCE (HANES SF-D OR EQUIVALENT), WITH 2" X 4" WELDED WIRE MESH BACKING, ON 5' METAL T-POSTS - LT WEIGHT (.95 LB/FT) 6' ON CENTER, WITH NATIVE BACKFILL, LF	13,400	4.54	60,836.00
ITEM# 132 - SUPPLY AND INSTALL BIODEGRADABLE EROSION CONTROL BLANKET, SY	78,000	4.80	374,400.00
MOBILIZATION - LUMP SUM	1	2,750.00	2,750.00

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Please Note: This is not a lump sum bid. All measurements and quantities are apporoximate. Prices do not include clearing, layout, insurance in excess of TBL's customary coverage, nor bonds. Prices exclude sales/use tax. Clearing/grubbing billed at $86.50/Manhour. Bid does not include removal nor disposal of installed materials: for Silt Fence, add $2.25LF; for Safety Fence, add $1.75/LF; Add $2.25/LF for silt fence installation requiring hand digging.
Please contact Steve Garland. Senior Project Estimator

Thank you for the opportunity to present this bid. We look forward to working with you.

Total $721,832.00

Phone #	Fax #	E-mail	Web Site
253-435-9150	253-435-9153	baglady.steve@comcast.net	www.bagladyinc.com

GOODFELLOW BROS.
ESTABLISHED 1921

WORK AUTHORIZATION

To furnish and perform all work as described herein for the construction of:

Index-Galena Road Flood Repair, Contractor Job # 202758-(hereinafter referred to as the "Project"), located at Index, Washington, for **SNOHOMISH COUNTY PUBLIC WORKS** (hereinafter called "Owner") in accordance with the contract dated the **day of** between Owner and **GOODFELLOW BROS. LLC**, and the general and special conditions of that contract, and in accordance with the drawings / specifications prepared by and dated as shown in Exhibit "C" attached and addendum(s), and in accordance with all terms and conditions of contract, including general and special conditions of contract, contained in any contract between Contractor and any upper-tier contractor, for work on the subject Project, all of which documents in their entirety are hereinafter referred to as the "Main Contract," and have been and remain available to Subcontractor.

This Work Authorization supplements and amends the **Master Subcontract Agreement** between

GOODFELLOW BROS. LLC ("Contractor") and **THE BAG LADY, INC** ("Subcontractor"), dated the **18th day of May, 2015**, with respect to the above referenced Project.

This Work Authorization between Contractor and Subcontractor modifies and supplements the provisions contained in the Master Subcontract Agreement and all other Subcontract Documents (as identified in the Master Subcontract Agreement) incorporated therein by reference with respect to the Project identified above. The terms and conditions set forth in the Master Subcontract Agreement are incorporated into this Work Authorization as if set forth herein. Terms that are defined in the Master Subcontract Agreement shall have the same meaning in this Work Authorization. In the event of any conflict, inconsistency or ambiguity between the terms and provisions of this Work Authorization and any other contract document, this Work Authorization shall control.

Subcontractor shall perform the Scope of Work in connection with the Project:

See Exhibit A.

For the full, complete and faithful performance of the Scope of Work and all the terms and conditions of this Work Authorization, Subcontractor shall be paid the Subcontract Amount as shown on Exhibit "A" attached hereto, in accordance with the provisions of the Master Subcontract Agreement.

Payment and Performance Bond **(is not)** required for this Subcontract.

The Subcontract Documents include the Exhibits listed below, if checked.

- ☒ Exhibit A: Scope of Work – Schedule of Subcontract Values
- ☒ Exhibit B: Special Provisions
- ☒ Exhibit C: Index of Drawings / Specifications (cover sheets only for reference purposes)
- ☐ Exhibit D: Insurance Requirements (Included in Master Subcontract)
- ☐ Exhibit E: State Specific Addendum (Included in Master Subcontract)
- ☐ Exhibit F: Safety Requirements (Included in Master Subcontract)
- ☐ Exhibit G: EEO / Unlawful Harassment (Included in Master Subcontract)
- ☐ Exhibit H: Project Schedule
- ☒ Exhibit I: Main Contract and Flowdowns

DocuSign Envelope ID: F6EA16C3-3A2F-4FAC-A901-81DE0D873F14

Before commencing work on the Project, Subcontractor shall furnish Contractor with certificates of insurance for the Project in accordance with the terms of the Subcontract Documents.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Work Authorization.

CONTRACTOR
GOODFELLOW BROS. LLC

By: Amanda Brucato

Print Name: Amanda Brucato

Its: Director of Contracting
(Authorized Representative)

Dated: 3/9/2021

SUBCONTRACTOR
THE BAG LADY, INC

By: Morris Malone

Print Name: Morris Malone

Its: project manager
(Authorized Representative)

Dated: 3/8/2021

DocuSign Envelope ID: F6EA16C3-3A2F-4FAC-A901-81DE0D873F14

Work Authorization # 202758-10

EXHIBIT "A"
SCHEDULE OF SUBCONTRACT VALUES

Index-Galena Road Flood Repair

THE BAG LADY, INC

Item	Description	Quantity	UM	Unit Price	Extended Price
1	Bid Item #1: Mobilization		LS		$2,750.00
2	Bid item #84: Plastic Covering	28,160	SY	$2.35	$66,176.00
3	Bid Item #85: Check Dam	420	LF	$4.46	$1,873.20
4	Bid Item #87: Compost Sock	24,519	LF	$8.48	$207,921.12
5	Bid Item #130: High Visibility Fence	8,800	LF	$2.48	$21,824.00
6	Bid Item #131: High Visibility Silt Fence	13,400	LF	$4.65	$62,310.00
7	Bid Item #132: Biodegradable Erosion Control Blanket	78,000	SY	$4.88	$380,640.00

Retention: 5%

ESTIMATED SUBCONTRACT AMOUNT $743,494.32

PRICE INCLUDES ALL APPLICABLE TAX

INITIALED AND DATED:

Contractor: AB 3/9/2021

Subcontractor: mwm 3/8/2021

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Mike Jacobs

From: morris malone <tblmorris@gmail.com>
Sent: Friday, July 30, 2021 7:49 AM
To: Mike Jacobs
Cc: Dennis Diteman; Ron Jordan
Subject: Re: Index-Galena - Access Road 5 Delete

We are good with that, no problem on our end.

On Thu, Jul 29, 2021 at 3:55 PM Mike Jacobs <mikej@goodfellowbros.com> wrote:

> Hi Morris,
>
> We are working with Snohomish County on deleting Access Road AC5. It is a win-win for the project as a whole for a few reasons, but it gets a little complicated with your scope of work as you are a Condition of Award DBE subcontractor.
>
> I've attached a letter explaining what will be deleted, and how we propose to substitute it (WSST payment). In short AC5 and all associated TESC will be deleted with the exception of some silt fence on the downhill sides, I've attached a couple sketches as well.
>
> If this is acceptable please confirm in writing. Feel free to call with any questions.
>
> Thanks!
>
> **Mike Jacobs**
> *Estimator / Project Manager*

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Celebrating a Century of Service as the Contractor of Choice

Goodfellow Bros.
135 N. Wenatchee Ave.

Wenatchee, WA 98801

O 509.662.7111 | **M** 509.679.0035 | **F** 509.662.2621
www.goodfellowbros.com

Equal Opportunity Employer

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Morris Malone
The Bag Lady inc
Project Manager
cell 253 365 9819
office 253 435 9150

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1921 2021

GOODFELLOW BROS.

100 YEARS OF SERVICE

July 29, 2021

Morris Malone
The Bag Lady Inc.
11124 Valley Ave East
Puyallup, WA 98372

RE: Index-Galena Road Flood Repair – Proposal of Deleted Work

Dear Mr. Malone,

Goodfellow Bros LLC (GBI) has proposed a Value Engineering Change Proposal (VECP) to Snohomish County which deletes Temporary Access Road AC5. This proposal will result in a reduction in quantity of your scope of work, a summary of the deleted items is attached to this letter. The total value of the deleted items is $17,909.68.

As you are aware, The Bag Lady Inc. is a Condition of Award Subcontractor on this project, and with that a substitution must be made to replace the deleted scope of work. GBI has proposed to Snohomish County that the contract payment for Washington State Sales Tax, a total of $21,662.32 which was spread across the applicable bid items, be used as the substitution. As payment for Washington State Sales Tax was negotiated after award it was not included in the Condition of Award dollar amount. With these proposed changes The Bag Lady Inc.'s adjusted contract amount will exceed the Condition of Award amount by $3,752.64.

If this change is acceptable to The Bag Lady Inc, please respond in writing with your concurrence.

Thank you,

Mike Jacobs

Mike Jacobs
Estimator

Goodfellow Bros.
P.O. Box 1419, Maple Valley, WA 98038
22035 SE Wax Rd., Ste. 14, Maple Valley, WA 98038
P.O. Box 598, Wenatchee, WA 98807
Phone 425.432.2202 | Fax 425.432.1555
CL# GOODFBL825PH | Equal Opportunity Employer

GOODFELLOWBROS.COM

Item	Description	Quantity	Unit	Bag Lady Unit	Bag Lady Total
87	Compost Sock	-800	LF	$ 8.48	$ (6,784.00)
130	High Visibility Fence	-350	LF	$ 2.48	$ (868.00)
131	High Visibility Silt Fence	-64	LF	$ 4.65	$ (297.60)
132	Erosion Control Blanket	-2041	SY	$ 4.88	$ (9,960.08)
					$ (17,909.68)