

**SECTION 00 63 63 - CHANGE ORDER - AGREED**Change Order No.: TWOChange Order Effective Date: Date of the Mayor's Signature**CITY OF EVERETT  
Change Order**

*Project Title* Eclipse Mill Park Inductive Charging Infrastructure

*Department* Everet Transit

*Work Order No.* N/A

*Contractor:* Valdez Construction

*Contract Award Date:* 7/21/2023

*City Staff Contact:* Brad Chenoweth

*Change Order No.* Two

*Change Order Effective Date* Date of the Mayor's Signature

**CONTRACT SUM**

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$840,102.00	\$ 94,208.00	\$ 12,538.47	\$ 946,848.47
+ WSST	\$ 83,170.10	\$ 9,326.59	\$ 1,241.31	\$ 93,738.00
Total	\$923,272.10	\$103,534.59	\$ 13,779.78	<b>\$1,040,586.47</b>

**CONTRACT TIME**



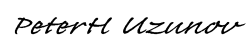
Original Contract Time 365	Working Days <input type="checkbox"/> / Calendar Days <input checked="" type="checkbox"/>
Date of Notice to Proceed	07/21/2023
Cumulative adjustment to time by <i>prior</i> Change Orders	160
Adjustment to time by <i>this</i> Change Order	0
New Contract Time ( <i>including</i> this Change Order)	525

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Change Order No.: TWOChange Order Effective Date: Date of the Mayor's Signature

Contractor and City agree as follows:

1. The scope of Work shall be changed to the extent described in Exhibit A.
2. The amount of this Change Order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The Contract Sum shall be adjusted as described in this Change Order.
3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.
4. The Contract Time of the Contract shall be adjusted to the extent described in this Change Order.
5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice.
6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.
7. Signature(s) on this Change Order may be by pdf, email, fax or other electronic means, in which case such signature(s) will have the same effect as an original ink signature. This Change Order may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

CITY			
 _____ Mayor Date: 10/10/2024		Attest:   _____ City Clerk Date: 10/10/2024	
Standard Document Approved as to Form Office of the City Attorney (2.17.22)			
Recommended By:			
Construction Manager (if applicable)  N/A _____ Date: _____	Project Manager (if applicable)  BRAD CHENOWETH <small>Digitally signed by BRAD CHENOWETH Date: 2024.10.08 07:23:34 +07'00'</small> _____ Date: _____	Engineering Manager (if applicable)  N/A _____ Date: _____	Department Director  _____ Date: _____
CONTRACTOR			
By  _____ Officer		Date: 10/10/2024 _____	

## **Exhibit A—Description of Changed Work**

Approved Change Order Proposals attached:

02—Additional PolySlick

03—Site Consolidation

04—Methane Test Probe Installation

**END OF SECTION 00 6363**



## Change Order Proposal

To: City Of Everett Department Transit  
3201 Smith Avenue Suite 215 Everett WA 98201  
Eclipse Mill Park Inductive Charging Infrastructure

**COP #:** 02  
**Date:** 6/28/2024  
**Attn:** Brad Chenaweth

**Project:** 23-06-ECL

**Description:**

supply and install additional Plyslick per the owners request

Authored By:

**Cost Breakdown:**

Labor:	Hours	Rate	Item Total
Project Manager	2 \$	85.00 \$	170.00
Labor	6 \$	66.16 \$	396.96

Material & Equipment:	Qty.	Cost	Item Total
polyslick	20 \$	33.40 \$	668.00
	- \$	- \$	-
	- \$	- \$	-

Cost Summary:	Amount:
Labor:	\$ 566.96
Material & Equipment:	\$ 668.00
Subtotal:	\$ 1,234.96
Overhead:	10.0% \$ 123.50
Profit:	5% \$ 67.92

**COP Total:** \$ 1,426.38

*Total does not include WA State Sales Tax*

Work will not proceed until this COP is included in an executed change order updating the contract price.

This COP: \$	1,426.38
Other Pending COP's:	
Total Pending COP's: \$	1,426.38

**Reservation of Rights.** This change order proposal is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun prior to final settlement of this Contract.



## Change Order Proposal

To: City Of Everett Department Transit  
3201 Smith Avenue Suite 215 Everett WA 98201  
Eclipse Mill Park Inductive Charging Infrastructure

**COP #:** 03  
**Date:** 7/31/2024  
**Attn:** Brad Chenaweth

**Project:** 23-06-ECL

Rev2 - 8/21/2024

### Description:

COP #3 is to safe the site during the methane gas testing pried . Valdez construction has include the following scopes to prepare the site to demob.

Fence rental, Labor/operator, Equipment, Mob-in fee for concrete sub, Mob-in fee for GC, material cost disposal fee

Authored By: Peter Uzunov

### Cost Breakdown:

Labor:	Hours		Rate		Item Total
Project Manager	3	\$	85.00	\$	255.00
Superintendent	3	\$	75.00	\$	225.00
Operator	8	\$	86.00	\$	688.00
Labor	8	\$	66.16	\$	529.28

Material & Equipment:	Qty.		Cost		Item Total
Concrete Remob Fee	1	\$	2,000.00	\$	2,000.00
GC Mob Fee	1	\$	500.00	\$	500.00
Fence Retal per month	14	\$	30.00	\$	420.00
CSBC	4	\$	22.50	\$	90.00
Rental equipment	1	\$	320.00	\$	320.00
Loader, Compactore,	8	\$	85.00	\$	680.00

Cost Summary:			Amount:
Labor:	\$		1,697.28
Material & Equipment:	\$		4,010.00
Subtotal:	\$		5,707.28
Overhead:	10.0%	\$	570.73
Profit:	5%	\$	313.90
<b>COP Total:</b>	<b>\$</b>		<b>6,591.91</b>

Total does not include WA State Sales Tax

Work will not proceed until this COP is included in an executed change order updating the contract price.

This COP: \$	6,591.91
Other Pending COP's:	
Total Pending COP's: \$	6,591.91

Authorized Signature:

BRAD CHENOWETH  
Digitally signed by BRAD CHENOWETH  
Date: 2024.10.10 13:21:04 -07'00'  
Owner or Owner's Representative

Date: \_\_\_\_\_

Authorized Signature:

\_\_\_\_\_  
Valdez Construction, Inc.

Date: \_\_\_\_\_

Reservation of Rights. This change order proposal is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these acceleration, and/or related items of compensable cost overrun prior to final settlement of this Contract.



## Change Order Proposal

To: City Of Everett Department Transit  
3201 Smith Avenue Suite 215 Everett WA 98201  
Eclipse Mill Park Inductive Charging Infrastructure

**COP #:** 04  
**Date:** 9/9/2024  
**Attn:** Brad Chenoweth

**Project:** 23-06-ECL

### Description:

COP #4 is to dig 5 test holes for methane gas monitoring. Valdez construction will provide equipment, labor and materials (ABS Pipe, Band Clamps, 2- 50lb bags of concrete per hole and sand) to help install test equipment. In the event that the time is less or grater than due to unforeseen condition the cost will be adjusted

accordinglv.

Authored By: Peter Uzunov

### Cost Breakdown:

Labor:	Hours	Rate	Item Total
Project Manager	4	\$ 85.00	\$ 340.00
Site Superintendent	5	\$ 75.00	\$ 375.00
Operator	9	\$ 88.26	\$ 794.34
Labor	9	\$ 63.62	\$ 572.58

Material & Equipment:	Qty.	Cost	Item Total
ABS Pipe & Clamps	1	\$ 22.64	\$ 22.64
Concrete for caps	1	\$ 63.58	\$ 63.58
Washed Sand 5 yard fob job site	1	\$ 375.00	\$ 375.00
Excavator	1	\$ 860.44	\$ 860.44
On Site utility check	1	\$ 510.00	\$ 510.00

Cost Summary:		Amount:
Labor:	\$	2,081.92
Material & Equipment:	\$	1,831.66
Subtotal:	\$	3,913.58
Overhead:	10.0% \$	391.36
Profit:	5% \$	215.25
<b>COP Total:</b>	<b>\$</b>	<b>4,520.18</b>

Total does not include WA State Sales Tax

Work will not proceed until this COP is included in an executed change order updating the contract price.

This COP: \$ 4,520.18  
Other Pending COP's:  
Total Pending COP's: \$ 4,520.18

Authorized Signature: \_\_\_\_\_  
Owner or Owner's Representative

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Valdez Construction, Inc.

Date: \_\_\_\_\_

**Reservation of Rights.** This change order proposal is based solely on direct cost elements such as labor, material, and normal markups, and does not include any amount for changes in the sequence of work, delays, disruption, rescheduling, extended overhead acceleration, and/or impact costs which are not possible to assess at the present time. Right is expressly reserved to make claim for any and all of these related items of compensable cost overrun prior to final settlement of this Contract.



# RENTAL RETURN INVOICE

# 238855821-001

BRANCH N62  
2810 HIGHLAND AVE  
EVERETT WA 98201-3861  
425-259-6108  
425-252-8599 FAX

Job Site

ECLIPSE MILL  
3535 RIVERFRONT BLVD  
EVERETT WA 98201-8631

Office: 360-679-3000 Job: 360-679-3000

Customer # : 1140211  
Invoice Date : 09/20/24  
Rental Out : 09/16/24 07:00 AM  
Rental In : 09/17/24 03:00 PM  
UR Job Loc : 3535 RIVERFRONT BLVD  
UR Job # : 30  
Customer Job ID:  
P.O. # : ECLIPSECOP4  
Ordered By : PETER VALDEZ  
Reserved By : HARLEY LARGE  
Salesperson : CAMERON PLAUTZ

**Invoice Amount: \$1,720.88**

Terms: Due Upon Receipt  
Payment options: Contact our credit office 980-341-5841  
**REMIT TO:** UNITED RENTALS (NORTH AMERICA),INC.  
P.O. BOX 051122  
LOS ANGELES CA 90074-1122

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11201410	MINI EXCAVATOR 10000-13999# REDUCED TAIL Make: TAKEUCHI Model: TB257FRR Serial: 158400212 Meter out: 1121.60 Meter in: 1133.00		562.00	1,348.00	4,317.00	1,124.00
1	907/0545	MINI EXCAVATOR BUCKET 24"		26.00	82.00	164.00	52.00
						Rental Subtotal:	1,176.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	WA HEAVY EQUIP. RENTAL TAX	[DRSURWA/MCI]	19.075		EACH		19.08
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	22.480		EACH		22.48
1	DELIVERY CHARGE		175.000		EACH		175.00
1	PICKUP CHARGE		175.000		EACH		175.00
						Sales/Misc Subtotal:	391.56
						Agreement Subtotal:	1,567.56
						Tax:	153.32
						Total:	1,720.88

## COMMENTS/NOTES:

CONTACT: RONNIE MAYES  
CELL#: 425-876-9629  
DROP OFF IN THE GATE ONSITE WILL BE THER  
E

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.





## C-N-I Locates Ltd.

Valdez Construction  
499 NE Midway Blvd Ste 2  
Oak Harbor, WA 98277

(360) 679-3000  
rmayes@valdezco.com

JOB	#53481
SERVICE DATE	Sep 13, 2024
INVOICE DATE	Sep 13, 2024
PAYMENT TERMS	Upon receipt
DUE DATE	Sep 13, 2024
AMOUNT DUE	<b>\$510.00</b>

### SERVICE ADDRESS

3535 Riverfront Blvd  
Everett, WA

### CONTACT US

P.O. Box 7740  
Bonney Lake, WA 98391

(253) 862-5204  
admin@cnilocates.com

Service completed by: Tyler Holland

## INVOICE

Services	qty	unit price	amount
GPR SUBSURFACE UTILITY SCANNING-	2.0	\$200.00	\$400.00
(GPR) GEOPHYSICAL METHOD THAT USES RADAR PULSES TO IMAGE THE SUBSURFACE: GPR can be a powerful tool for mapping the location and depth of metallic, non-metallic utilities and detecting the reflected signals from subsurface structures. (2-HR MINIMUM)			
METALLIC LINE DETECTION-	1.0	\$110.00	\$110.00
UTILITIES WITH NO BREAK IN ELECTRICAL CONTINUITY: Utilizing radio frequency electromagnetic transmitters and receivers to tone and locate Electrical, Phone, Gas, TV, Sewer, Water and Storm Lines. (2-HR MINIMUM)			
JOB DESCRIPTION-	1.0	\$0.00	\$0.00