



Change Order No. 1  
Change Order Effective Date: 8/18/2025

## CITY OF EVERETT Change Order

*Project Title* 3<sup>rd</sup> Avenue Water Quality Facility  
*Department* Public Works  
*Work Order No.* UP-3775  
*Contractor:* Blue Mountain Construction  
*Contract Award Date:* 11/6/2024  
*City Staff Contact:* Keith Alewine  
*Change Order No.* 1  
*Change Order Effective Date* 8/18/2025

### CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$610,415.00	\$0.00	\$47,220.00	\$657,635.00
+ WSST	\$	\$	\$	\$
Total	\$610,415.00	\$0.00	\$47,220.00	<b>\$657,635.00</b>

### CONTRACT TIME

Original Contract Time 80	Working Days <input checked="" type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	2/7/2025
Cumulative adjustment to time by <i>prior</i> Change Orders	0
Adjustment to time by <i>this</i> Change Order	0
New Contract Time ( <i>including</i> this Change Order)	80

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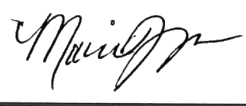

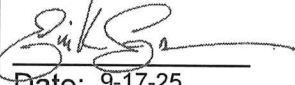
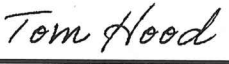

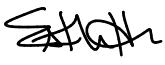
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**Contractor and City agree as follows:**

- 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, as 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.**

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CITY			
 _____ Mayor Date: <u>09/30/2025</u>		Attest:  _____ City Clerk Date: <u>09/30/2025</u>	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
Recommended By:			
Construction Manager (if applicable)	Project Manager (if applicable)	Engineering Manager (if applicable)	Department Director
 _____ Date: <u>9/17/2025</u>	 _____ Date: <u>9-17-25</u>	 _____ Date: <u>9/18/2025</u>	 _____ Date: <u>9-23-25</u>
CONTRACTOR			
By  _____ Officer		Date: <u>09/29/2025</u> _____	

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

This change order # 1 adds 2 new items and modifies 3 existing bid items to the Contract as shown below.

**New Item #101: Remobilization to Site.** Add new Item #101 entitled, “Remobilization to Site” at the agreed to Lump Sum price of \$8,040.00, resulting in a Contract increase of \$8,040.00.

**Justification:** The project was suspended to allow time for several third-party utility firms to relocate their facilities that were in conflict with new infrastructure being installed on this project. This new item is to account for demobilization and remobilization costs for their equipment and materials. This new item also accounts for costs to monitor the TESC facilities and repair or reinstall them as needed during the work suspension. Costs also included time for the prime contractor to coordinate with third-party utility firms while they were relocating their facilities.

Remobilization: 10% of Mobilization=\$4,200.00. Monitor and Coordinate during work suspension: Superintendent per day costs during suspension=\$120.00(32 working days)=\$3,840.00. Total cost for new item No. 101=\$8,040.00.

**New Item # 102: Utility Conflict with Wall Construction.** Add new item # 102 entitled, “Utility Conflict with Wall Construction” at the agreed to Lump Sum price of \$11,000.00, resulting in a Contract increase of \$11,000.00. This new item reimburses the force account bid item # 4 due to Contract overruns.

**Justification:** During the construction of the modular block wall there were numerous delays caused by utility conflicts. There were wall revisions and alternate methods of construction, and delays which added costs to the wall construction. This new item is being added to account for those additional costs.

### **Modified Bid Items:**

**Bid Item #13: Crushed Surfacing Base Course (CSBC).** Modify bid item #13 entitled, “CSBC” at the bid item unit price of \$42.00/Ton, by adding 290 tons to the Contract, resulting in a Contract increase of \$12,180.00.

**Bid Item #18:** Schedule A Storm Sewer Pipe, 24-Inch Diameter. Modify bid item #18 entitled, "Schedule A Storm Sewer Pipe, 24-Inch Diameter" at the bid item unit price of \$2,500.00/LF, by adding 5 Linear Feet to the Contract, resulting in a Contract increase of \$12,500.00.

**Bid Item # 32: Cement Concrete Sidewalk.** Modify bid item # 32 entitled, "Cement Concrete Sidewalk" at the bid item unit price of \$70.00/Square Yard, by adding 50 SY to the Contract, resulting in a Contract increase of \$3,500.00.

**Justification:** These 3 bid items overran plan quantity, so they are being modified to pay for those overruns.

**Total Change Order # 1 Costs**

**New Item 101: \$ 8,040.00**

**New Item 102: \$11,000.00**

**Bid Item 13: \$12,180.00**

**Bid Item 18: \$12,500.00**

**Bid Item 32: \$ 3,500.00**

**Total Costs: \$47,220.00**

There are no working days added to the Contract.











# Blue Mountain Construction\_3rd Ave Water Quality Facility\_CO No. 1\_EE\_SD


Final Audit Report

2025-09-30

Created:	2025-09-25
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0wdP-0B4G1DJtUmdl5hhz5ld7zJV9YB

## "Blue Mountain Construction\_3rd Ave Water Quality Facility\_CO No. 1\_EE\_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2025-09-25 - 6:40:35 PM GMT
-  Document emailed to eemerson@everettwa.gov for approval  
2025-09-25 - 6:41:22 PM GMT
-  Email viewed by eemerson@everettwa.gov  
2025-09-29 - 8:17:38 PM GMT
-  Signer eemerson@everettwa.gov entered name at signing as Erik Emerson  
2025-09-29 - 8:50:43 PM GMT
-  Document approved by Erik Emerson (eemerson@everettwa.gov)  
Approval Date: 2025-09-29 - 8:50:45 PM GMT - Time Source: server
-  Document emailed to elee@bluemtnconstructionnw.com for signature  
2025-09-29 - 8:50:46 PM GMT
-  Email viewed by elee@bluemtnconstructionnw.com  
2025-09-30 - 0:47:04 AM GMT
-  Signer elee@bluemtnconstructionnw.com entered name at signing as Esther Lee  
2025-09-30 - 1:16:36 AM GMT
-  Document e-signed by Esther Lee (elee@bluemtnconstructionnw.com)  
Signature Date: 2025-09-30 - 1:16:38 AM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
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 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2025-09-30 - 3:45:05 PM GMT - Time Source: server

 Agreement completed.

2025-09-30 - 3:45:05 PM GMT