



**AMENDMENT TO CONTRACT  
("BACK ON TRACK" AMENDMENT)**

This Amendment to Contract ("**Amendment**") is effective as of the date of the last signature below, and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the Contractor identified below ("**Contractor**" or "**Boadus**"). The City and Contractor are parties to the Contract described below, as may have been previously amended ("**Contract**"), which concerns the project identified below ("**Project**").

In consideration of the terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as set forth below:

**1. Background Information**

<b>Circumstances of Amendment</b>	<p>This Project has been repeatedly delayed. Contractor has not provided schedules or submittals as required. The City has provided Contractor warning letters. The City has provided notice that it intends to terminate the Contract and transfer Contract performance to the Contractor's surety.</p> <p>The purpose of this Amendment is to (1) avoid Contract termination, (2) document comprehensively the current status of the Project, and (3) establish the Contractor's commitments for schedule and Project completion.</p> <p>Contractor understands this amendment is a last chance. <b>Failure to meet the requirements of this Amendment will result immediate Contract termination with no opportunities to cure.</b></p>	
<b>Contractor</b>	Boadus Pride LLC	
<b>Contract Price</b>	\$129,022.60	
<b>Project</b>	2024-159 Senator Henry M. Jackson Park Lighting Improvement Project	
<b>City Project Manager</b>	Lisa Page	
<b>Contract Date</b>	3/3/2025	
<b>Surety</b>	Merchants National Bonding, Inc.	Bond Number 101397115

<b>Work Restart Date</b>	The Work Restart Date will be provided by City in an Amended Notice to Proceed. The Work Restart Date is at City's sole discretion and may be as early as first business day after mutual execution of this Amendment. <b>No onsite work is allowed until the Work Restart Date.</b>
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## 2. Project Progress Payments

Progress Payment Number	Contractor Invoice Number	Contractor Invoice Amount	City Payment Amount
1	19	\$64,181.60	\$61,261.60
Contractor certifies that the table above is complete and correct for all progress payments received by Contractor from the City to date.			

## 3. Project Materials Ordered by Contractor to Date

Material	Supplier	Amount Already Paid by <u>Boadus Pride</u> to Supplier	Amount <u>Boadus Pride</u> Still <u>Owes</u> to Supplier	Delivered? (If not yet delivered, the enter anticipated delivery date. If delivered, state address of storage location)
(6) 4APVTL-D-SL3C3-WLS2	PLATT	\$1,080.00	\$0	INSTALLED
(1) BRT6-A4- 740-U-T5-42- BZ-SM2	PLATT	\$0	\$1,500.00	BOADUS WAREHOUSE 801 SW I6TH ST, RENTON WA 98057
(8): H12S-LD4-30W-35- OPL-WH-120- EDC1-EL5W	PLATT	\$0	\$7,280.00	BOADUS WAREHOUSE 801 SW I6TH ST, RENTON WA 98057
(2)WAC2- POE-OUT-EN	PLATT	\$3,614.28	\$0	INSTALLED
(2)RSP-P-010- 347 WIRELESS UNIVERSAL VOLTAGE DIMMING SWITCHPACK 20AMP	PLATT	\$314.30	\$0	INSTALLED

(2)RSWPD5-CM-3-BZ	PLATT	\$0	\$1,842.90	RESOUND WAREHOUSE (14522 NE North Woodinville Way, Suite 101A Woodinville, WA 98072)
2)ONW-D-1001-MV-W	PLATT	267.73	\$0	INSTALLED
(6) AVPL-SSS-305-11-XX-COOPER DBZ  AV Poles 30' - 5" Square Straight Steel Pole	PLATT	\$12,702.00	\$0	Project site  Lower parking
GLEON-SA4C-740-U-T4FT-GM	PLATT	\$16,701.00	\$0	9 installed Remaining 6 fixtures at Resound Warehouse  (14522 NE North Woodinville Way, Suite 101A Woodinville, WA 98072)
Contractor has provided all information in this table. Contractor certifies that the table above is complete and correct as to all Project materials ordered by Contractor to date. Contractor certifies that the amounts in the table above are complete and correct.				

#### 4. Project Subcontractors

Subcontractor or Supplier Name	Date of Full Execution of Subcontract	Subcontractor's or Supplier's Anticipated Project Work	Amount Already Paid by Contractor to Subcontractor or Suppliers
ANM Electric Inc	10/8/2025	Civil and Concrete labor	\$0
Smokey Point Concrete	10/6/2025	Concrete delivery	\$0
Resound Energy LLC	4/17/2025	Electrical and Low voltage	\$0
Terracon	10/7/2025	Slump Test	\$0

Contractor has provided all information in this table. Contractor certifies that the table above is complete and correct as to all Project subcontractors and all amounts paid to subcontractors to date.

**5. Remaining Project Submittals**

Submittal Description	Deadline Date for Submission of Complete Submittal
<p>Contractor must provide complete <b><u>paper</u></b> copies (with all pages) of subcontracts with Resound Energy, Smoky Point Concrete, and Terracon showing signatures of Contractor and subcontractor.</p>	<p><b>One (1) business day after mutual execution of this Amendment</b></p> <p>Contractor acknowledges and agrees that provision to the City of these copies of subcontracts by the deadline date is critical to this Amendment and the City may terminate the Contract if these subcontracts are not so received by the City.</p>
<p>Contractor must provide complete copies (with all pages) of all supplier invoices for the materials listed in Section 4 above.</p>	<p><b>Three (3) business days after mutual execution of this Amendment</b></p> <p>Contractor acknowledges and agrees that provision to the City of these copies of invoices by the deadline date is critical to this Amendment and the City may terminate the Contract if these invoices are not so received by the City</p>

## 6. Project Schedule

The Contractor will complete the Project as set forth in the table below. The City and the Contractor agree that the schedule in the table below is reasonable.

<b>Milestone</b>	<b>Work Required to Complete Milestone</b>	<b>Person(s) Primarily Responsible for Achieving Milestone</b>	<b>Deadline for Achievement of Milestone</b>
<b>Milestone (Remaining Materials Order)</b>	Place orders for sonotubes, rebar cages, ties, galvanized bars, and any other materials needed to complete Project).  Provide City copies of all orders and invoices (including scheduled delivery date(s))	Boadus	<b>One (1) business day after mutual execution of Amendment</b>
<b>Milestone (PreCon Meeting)</b>	Preconstruction meeting with City of Everett project team and trench-light pole location layout both lower and Upper parking.	ANM Electric, Inc – Civil work  Resound Energy – Electrical work  Boadus to coordinate with Smokey Point Concrete for the concrete supply.  Boadus to coordinate with Terracon for the slump test.  Temporary Erosion Control (TECS) – ANM Electric, Inc.	<b>Meeting must be held no later than three (3) calendar days after Work Restart Date</b>

<b>Milestone (Pre-Pour)</b>	Locate request 48 hours prior to trenching and Digging	ANM Electric, Inc	<b>All work required under Milestone (Pre-Pour) must be completed no later than ten (10) calendar days after Work Restart Date</b>
	Utilities Notifications & Marks	ANM Electric, Inc	
	Begin trenching per project specifications - Lower Parking Area	ANM Electric, Inc.	
	Dig holes for light pole bases (including safety signage) - Lower Parking Area	ANM Electric, Inc	
	Begin trenching per project specifications - Upper Parking Area.	ANM Electric, Inc	
	Trenching and Dig holes for light pole bases (including safety signage)  Upper Parking Arae	ANM Electric, Inc	
	Electrical laydowns of conduit in trenches -  Assemble rebar cages and install sonotubes - Lower Parking area	Resound Energy,  ANM Electric, Inc	
	Electrical laydowns of conduit in trenches and inspection request,  Assemble rebar cages, install sonotubes and Request for inspection	Resound Energy  ANM Electric, Inc	
	Inspection Day -	ANM Electric, Resound Energy & Boadus	

<b>Milestone (Pour)</b>	Concrete delivery, Slump test & Pour concrete for the 6 light pole bases and completed backfill and grading of trench areas and poles bases	ANM Electric, Inc Terracon (slump test)	<b>All work required under Milestone (Pour) must be completed no later than fourteen (14) calendar days after Work Restart Date</b>
<b>Milestone (Electrical Installation)</b>	ESD for the 2x COO RSWPD5-CM-3-BZ installation	Resound Energy,	<b>All work required under Milestone (Electrical Installation) must be completed no later than twenty-one (21) calendar days after Work Restart Date</b>
	H12S-LD4-30W-35-OPL-WH-120-EDC1-EL5W installation	Resound Energy	
	BRT6-A4-740-U-T5-42-BZ-SM2 installation	Resound Energy	
<b>Milestone (Pole Setting)</b>	Setting of poles and pole head connections to power up new pole lights, in upper and lower parking areas	Resound Energy	<b>All work required under Milestone (Pole Setting) must be completed no later than forty seven (47) calendar days after Work Restart Date. (This includes allowance for 28-calendar day concrete cure period and 5 calendar days for pole setting and install after cure)</b>
	Request Project final inspection	Boadus/Resound Energy	
<b>Milestone (Final Inspection)</b>	Final inspection(s) will be conducted depending on the inspector's availability  Project must pass final inspection(s)	Resound Energy & Boadus	<b>All work required under Milestone (Final Inspection) must be completed no later than fifty (50) calendar days after Work Restart Date.</b>

<b>Milestone (Final Walkthrough and Training)</b>	Final walkthrough with the city of Everett project team	Resound Energy & Boadus	<b>All work required under Milestone (Final Walkthrough and Training) must be completed no later than fifty three (53) calendar days after Work Restart Date.</b>
	Hand-off training to COE Parks Maintenance and COE Electricians as part of the project completion process	Resound Energy & Boadus	

## 7. Project Going Forward

**A. Contract Time.** Contract Time is extended so that Project completion is required in accordance with the schedule in Section 6 above.

**B. Project Materials.** Contractor will provide the City Project Team, which consists of Lisa Page, Lolly Huggins, Jenny Chang, and Theresa Bauccio-Teschlog, with weekly updates to the materials table in Section 3 above. **Updates are due each Monday at 8 A.M. starting October 20, 2025.** The City may issue joint checks to Contractor and suppliers.

**C. Project Subcontractors.** Contractor will provide the City Project Team with weekly updates to the subcontractors' table in Section 4 above. **Updates are due each Monday at 8 A.M. starting October 20, 2025.** No Project subcontractor may be added without written approval of the City Project Manager. No Project subcontractor may be terminated without written approval of the City Project Manager. The City may issue joint checks to Contractor and subcontractors.

**D. Project Submittals.** Contractor will provide complete submittals by the deadline as set forth above in the table in Section 5 above. If requested by the Contractor in writing, the City Project Manager may extend the deadlines in the table, but such extension is at the City Project Manager's sole discretion. Any extension is only effective if given in writing.

**E. Project Schedule.** No onsite work is allowed until the Work Restart Date. Contractor will achieve the milestones by the deadlines as set forth above in the table in Section 6 above. If requested by the Contractor in writing, the City Project Manager may extend the deadlines in the table, but such extension is at the City Project Manager's sole discretion. Any extension is only effective if given in writing.

**F. Contract Termination.** In addition to other items constituting Contractor default set forth in the Contract, the following are additional items constituting Contractor default, each of which is a Contract default entitling the City to terminate the Contract under Contract Section 1.28.A:

- (1) Any untrue certification in the tables in Sections 2-4 above.
- (2) Any failure to update the tables in Section 3 and 4 above.



- (3) Any failure to meet any submittal deadline in Section 5 above.
- (4) Any failure to meet a schedule milestone in Section 6 above.

**TIME IS OF THE ESSENCE FOR ALL MATTERS IN THIS AMENDMENT.**

**8. Other Provisions**

**A.** This Amendment 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. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature.

**B.** All provisions in the Contract shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Contract, all references to the Contract in the Contract are deemed references to the Contract as modified by this Amendment.

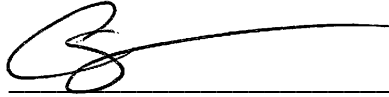
**C.** Contractor will not refer in any way to the City of Everett in Contractor's websites, advertisements, or any other public facing media. Contractor will remove all references to the City of Everett from Contractor's websites, advertisements, and any other public facing media.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment.

**CITY OF EVERETT  
WASHINGTON**

**BOADUS PRIDE LLC**



Cassie Franklin, Mayor

10/22/2025

Date

Signature: \_



Name of Signer: Kofi Boadu

Signer's Email Address: office@boadus.com

Title of Signer: Project Manager

ATTEST



Office of the City Clerk



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
MAY 16, 2025

# 2024-159 Back on Track Amendment











## 10.15.25\_101625\_SD


Final Audit Report


2025-10-22


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