



EVERETT
WASHINGTON

Change Order No. 1

Change Order Effective Date: 3/26/2026

CITY OF EVERETT

Change

Order

Project Title Beverly Lake Sewer Replacement & Lift Station #47
 Department Public Works
 Work Order No. UP-3529
 Contractor: Faber Construction Corporation
 Contract Award Date: 4/23/2025
 City Staff Contact: Don Snyder
 Change Order No. 1
 Change Order Effective Date 3/26/2026

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$2,261,323.00	\$0	\$112,114.02	\$2,373,437.02
+ WSST	\$223,870.98	\$0	\$11,099.29	\$234,970.27
Total	\$2,485,193.98	\$0	\$123,213.31	\$2,608,407.29

CONTRACT TIME

Original Contract Time 130	Working Days <input checked="" type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed	7/28/2025
Cumulative adjustment to time by <i>prior</i> Change Orders	0
Adjustment to time by <i>this</i> Change Order	25
New Contract Time (<i>including</i> this Change Order)	155

Change Order No. 1



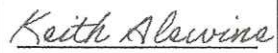


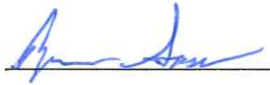

Change Order Effective Date: 3/25/2026

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.

Change Order No. 1

Change Order Effective Date: 3/26/2026

CITY			
 _____ Mayor Date: <u>04/14/2026</u>		Attest:  _____ City Clerk Date: <u>04/15/2026</u>	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
Recommended By:			
Construction Manager (if applicable)  _____ Date: <u>3/26/2026</u>	Project Manager (if applicable)  _____ Date: <u>3.27.2026</u>	Engineering Manager (if applicable)  _____ Date: <u>3/30/2026</u>	Department Director  _____ Date: <u>03-31-2026</u>
CONTRACTOR			
 _____ By Officer		Date: <u>04/14/2026</u>	

Change Order No. _____ 1 _____

Change Order Effective Date: 3/26/2026

Exhibit A—Description of Changed Work

Project: Water Main Replacement "Y" – Phase 1:

Change Order No. 1

Change Effective Date: May 16, 2025

This Change Order No. 1 Adds Six (5) new items to the contract, as described below.

ADDED ITEMS:

New Item #200 – Curb Removal. Add new item entitled, "Curb Removal" at the agreed to Lump Sum price of \$5,997.01, resulting in a Contract increase of \$5,997.01 to the Contract price.

New Item #201 – Asphalt Removal: Add new item entitled "Asphalt Removal" at the agreed to Lump Sum price of \$31,352.58, resulting in a Contract increase of \$31,352.58 to the Contract price.

New Item #202 – Asphalt and Speed Bumps: Add new item entitled, "Asphalt and Speed Bumps" at the agreed to Lump Sum price of \$37,231.32, resulting in a Contract increase of \$37,231.32.

New Item #203 – Curb and Paint: Add new item entitled, "Curb and Paint" at the agreed to Lump Sum price of \$5,468.12, resulting in a Contract increase of \$5,468.12.

New Item #204 – Upgrade to Premier Submersible Pumps: Add new item entitled, "Upgrade to Premier Submersible Pumps" at the agreed to Lump Sum price \$32,065.00, resulting in a Contract increase of \$32,065.00.

JUSTIFICATION:

New Item #200 – Curb Removal Additional Work. This new bid item is being created to account for additional costs for removal of curb not shown in the plans or specifications.

New Item #201 – Asphalt Removal Additional Work. Due to unsuitable subgrade conditions and minimal thickness of existing asphalt which rendered the proposed grind and overlay method unbuildable as designed. This new bid item is being created to account for additional costs for removal and disposal of 89280 square feet of asphalt, preparing subgrade to receive new additional 115 Tons of asphalt, additional 50 Tons of Crushed Surfacing Top Course, and requires additional mobilizations to complete the overlay.

New Item 202 – Asphalt and Speed Bumps Additional Work. This new bid item is being created to account for additional costs to install (9) asphalt speed bumps not shown in the plans and specifications.

New Item #203 – Curb and Paint Additional Work: This new bid item is being created to account for additional costs to install 310 Lineal Feet of extruded curb painted safety yellow and repaint parking stalls not shown in the plans and specifications.

New Item #204 – Upgrade to Premier Submersible Pumps Equitable Adjustment. The City of Everett Utilities Maintenance Division requested the project upgrade to submersible pump to NP 3127.930 SH 248 instead of NP 3085 SH 255 submersible pumps. The bid set of documents Spec Section 8-40 and 9-40 in part describe features and requirements relevant to irrigation submersible pumps. The upgraded pumps are suitable submersible pumps for sewage as shown in the plans. This new bid item reimburses the contractor's costs to purchase the upgraded submersible pumps.

Change Order No. 1 Costs

New Bid Item 200:	\$5,997.01
New Bid Item 201:	\$31,352.58
New Bid Item 202:	\$37,231.32
New Bid Item 203:	\$5,468.12
New Bid Item 204:	<u>\$32,065.00</u>
Subtotal:	\$112,114.02
9.9% Sales Tax:	<u>\$11,099.29</u>
Total Cost	\$123,213.31

This Change Order No. 1 grants an increase in Contract Time.

Contract Time

Adjustment to time by this Change Order of Twenty-Five (25) Working Days.

Delays caused by additional scope of work for removal and installation of asphalt overlay, asphalt speed bumps, painting of extruded curb and parking stalls, additional saw cutting, raising west fence, unforeseen conditions, remobilization, and "Third Party Utilities" (PUD) coordination delays for an adjusted to time in this Change Order of Twenty-Five (25) Working Days.



PCO #XXX

FABER CONSTRUCTION CORPORATION
 6951 Hannegan Road
 Lynden, Washington 98264
 Phone: (360) 354-3500
 Fax: (360) 354-0335

Project: 25119.2 - Beverly Lake Sewer Replacement & Lift Station #47
 Vicinity of 75th Street & Evergreen Way
 Everett, Washington 98203

Prime Contract Potential Change Order #XXX: Asphalt, Concrete, & Striping

TO:	City of Everett 2930 Wetmore Ave, Ste 1-A Everett Washington, 98201	FROM:	Faber Construction Corporation 6951 Hannegan Rd. Lynden Washington, 98264
PCO NUMBER/REVISION:	XXX / 0	CONTRACT:	25119.2 - Beverly Lake Sewer Replacement
REQUEST RECEIVED FROM:	Matt Hungerford (Faber Construction Corporation)	CREATED BY:	Joe McDaniel (Faber Construction Corporation)
STATUS:	Pending - Proceeding	CREATED DATE:	2/18 /2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$80,049.02

POTENTIAL CHANGE ORDER TITLE: Asphalt, Concrete, & Striping

CHANGE REASON: Other

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

This cost detail includes labor, material, equipment, & subcontractor costs to remove curb, remove asphalt, pave back asphalt, pave back speed bumps, & paint. See additional scope details on the relative scope specific pages.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount	OH&P (31.00% Applies to Labor.)	OH&P (21.00% Applies to Material and Other.)	OH&P (21.00% Applies to Faber Equipment.)	OH&P (12.00% Applies to Subcontracts and Rental Truck.)	Subtotal
1	01-130 - Superintendent		Labor	\$ 3,048.85	\$ 945.14	\$ 0.00	\$ 0.00	\$ 0.00	\$3,993.99
2	31-125 - Removal of Structures & Obstructions Misc.		Labor	\$ 2,363.24	\$ 732.60	\$ 0.00	\$ 0.00	\$ 0.00	\$3,095.84
3	31-125 - Removal of Structures & Obstructions Misc.		Other	\$ 360.00	\$ 0.00	\$ 75.60	\$ 0.00	\$ 0.00	\$435.60
4	01-550 - Faber Equipment		Faber Equipment	\$ 2,653.82	\$ 0.00	\$ 0.00	\$ 557.30	\$ 0.00	\$3,211.12
5	01-553 - Rental Trucking		Rental Truck	\$ 740.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 88.80	\$828.80



PCO #XXX

6	32-305 - Asphalt Pavement & Grinding	Subcontract s	\$ 57,921.13	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,950.54	\$64,871.67
7	32-652 - Pavement Markings	Subcontract s	\$ 3,225.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 387.00	\$3,612.00
Subtotal:			\$70,312.04	\$1,677.74	\$75.60	\$557.30	\$7,426.34	\$80,049.02
							Grand Total:	\$80,049.02

Dan Enrico (City of Everett)

City of Everett
 2930 Wetmore Ave, Ste 1-A
 Everett Washington 98201

Faber Construction Corporation
 6951 Hannegan Rd.
 Lynden Washington 98264

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE



FABER COST DETAIL

PROPOSAL TO: Dan Enrico Architect/Engineer Date: TBD
 PROPOSAL FROM: Matt Hungerford Faber Construction Project Manager ESTIMATED WORKING DAYS: 1
 PROJECT NAME: Beverly Lake Sewer Replacement & Lift Station 47
 REFERENCE: Curb Removal

DESCRIPTION: Updated asphalt plan for Beverly. Sawcut 870' of existing HMA, remove damaged curbs and install 310' of new curb, remove 9 existing speed bumps and replace after paving. Demo and remove 8,928 square feet of existing asphalt, regrade and install 4" of new asphalt. Overlay 9,885 square feet of asphalt with 2" of new HMA. Paint all curbs and speed bumps yellow, and all parking stalls to be re-painted. This page covers curb removal, edge and site clean up at rocks for overlay, and raising the west fence.

Item		UOM	Cost Code	Hours Worked		Unit \$		Total
				REG.	O.T.	REG.	O.T.	
LABOR								
Superintendent	Layout, etc	HR	01-130	1.00		\$98.35	\$133.06	\$98.35
Foreman	Layout, etc	HR	31-125	5.00		\$97.35	\$132.06	\$486.75
Operator								
Operator 1	Curb Removal	HR	31-125	5.00		\$96.35	\$131.06	\$481.75
Operator 2	Backhoe	HR	31-125	5.00		\$96.35	\$131.06	\$481.75
Laborer								
Laborer 2	Curb Removal	HR	31-125	7.00		\$70.23	\$99.32	\$491.61
Laborer 2	Fence Adjustment	HR	31-125	3.00		\$70.23	\$99.32	\$210.69
Laborer 2	Fence Adjustment	HR	31-125	3.00		\$70.23	\$99.32	\$210.69
Labor Total:								\$2,461.59
Total w/ 31% Markup:								\$3,224.68
Item		SUPPLIER	INVOICE #	Cost Code	UOM	Qty	Unit \$	Total
MATERIAL								
Concrete waste		Mountain Loop Mine	TBD	31-125	CY	12.00	\$30.00	\$360.00
Material Total:								\$360.00
Total w/ 21% Markup:								\$435.60
Item			Cost Code	UOM	Qty	Unit \$	Total	
EQUIPMENT								
Site Truck #VE1058			01-550	HR	10.00	\$46.92	\$469.20	
Kubota 40 Mini EX #EX1009		pick curb	01-550	HR	5.00	\$42.76	\$213.80	
Cat 420 Backhoe #LD1014		consolidate curb	01-550	HR	5.00	\$85.92	\$429.60	
Linkbelt 145 / Cat 135		load truck	01-550	HR	1.00	\$133.62	\$133.62	
Equipment Total:								\$1,246.22
Total w/ 21% Markup:								\$1,507.93
Item			Cost Code	UOM	Qty	Unit \$	Total	
SUBCONTRACT								
Mountain Loop Mine - Rental Trucking (4 Hour Minimum)			01-553	HR	4.00	\$185.00	\$740.00	
Subcontract Total:								\$740.00
Total w/ 12% Markup:								\$828.80
GRAND TOTAL :								\$5,997.01



FABER COST DETAIL

PROPOSAL TO: Dan Enrico Architect/Engineer Date: TBD
 PROPOSAL FROM: Matt Hungerford Faber Construction Project Manager ESTIMATED WORKING DAYS: 1
 PROJECT NAME: Beverly Lake Sewer Replacement & Lift Station 47
 REFERENCE: Asphalt Removal
 DESCRIPTION: Remove and dispose of 8900 square feet of asphalt, grade and regrade the sub grade for paving, compact existing materail includes up to 50TN of top course for grading.

Item		Cost Code	Hours Worked		Unit \$		Total
LABOR							
	UOM		REG.	O.T.	REG.	O.T.	
Superintendent	HR	01-130	10.00		\$98.35	\$133.06	\$983.50
Labor Total:							\$983.50
Total w/ 31% Markup:							\$1,288.39
Item		Cost Code	UOM	Qty	Unit \$		Total
MATERIAL	SUPPLIER	INVOICE #					
Material Total:							
Total w/ 21% Markup:							
Item		Cost Code	UOM	Qty	Unit \$		Total
EQUIPMENT							
Site Truck #VE1058		01-550	HR	10.00	\$46.92		\$469.20
Equipment Total:							\$469.20
Total w/ 21% Markup:							\$567.73
Item		Cost Code	UOM	Qty	Unit \$		Total
SUBCONTRACT							
Asphalt NW		32-305	SF	8,927.50	\$2.95		\$26,336.13
Subcontract Total:							\$26,336.13
Total w/ 12% Markup:							\$29,496.46



FABER COST DETAIL

PROPOSAL TO: Dan Enrico Architect/Engineer
 PROPOSAL FROM: Matt Hungerford Faber Construction Project Manager
 PROJECT NAME: Beverly Lake Sewer Replacement & Lift Station 47
 REFERENCE: Asphalt & Speed Bumps

Date: TBD
 ESTIMATED WORKING DAYS: 1

DESCRIPTION: Pave new 2" base section in areas of complete asphalt removal identified in walk through with Dan and Mike. This requires additional mobilizations for the base lift to cool enough to put the top lift on with the tight corners at the lower section. The trucks and paver would destroy the lower lift if it is not fully cooled. Also the speed bumps cant be placed until the lift is cooled.

Item		Cost Code	Hours Worked		Unit \$		Total
LABOR		UOM	REG.	O.T.	REG.	O.T.	
Superintendent		HR	10.00		\$98.35	\$133.06	\$983.50
Labor Total:							\$983.50
Total w/ 31% Markup:							\$1,288.39
Item		Cost Code	UOM	Qty	Unit \$		Total
MATERIAL	SUPPLIER	INVOICE #					
Material Total:							
Total w/ 21% Markup:							
Item		Cost Code	UOM	Qty	Unit \$		Total
EQUIPMENT							
Site Truck #VE1058		01-550	HR	10.00	\$46.92		\$469.20
Equipment Total:							\$469.20
Total w/ 21% Markup:							\$567.73
Item		Cost Code	UOM	Qty	Unit \$		Total
SUBCONTRACT							
Asphalt NW	Base section paving 2" base.	32-305	TN	115.00	\$205.00		\$23,575.00
Asphalt NW	Speed bumps after paving	32-305	EA	9.00	\$890.00		\$8,010.00
Subcontract Total:							\$31,585.00
Total w/ 12% Markup:							\$35,375.20



FABER COST DETAIL

PROPOSAL TO: Dan Enrico Architect/Engineer Date: TBD
 PROPOSAL FROM: Matt Hungerford Faber Construction Project Manager ESTIMATED WORKING DAYS: 1
 PROJECT NAME: Beverly Lake Sewer Replacement & Lift Station 47
 REFERENCE: Curb & Painting
 DESCRIPTION: Install 310 LF of new extruded curb painted yellow and repaint parking stalls per onsite walk through with Dan and Mike.

Item		Cost Code	Hours Worked		Unit \$		Total
LABOR		UOM	REG.	O.T.	REG.	O.T.	
Superintendent		HR	01-130	10.00	\$98.35	\$133.06	\$983.50
Labor Total:							\$983.50
Total w/ 31% Markup:							\$1,288.39
Item		Cost Code	UOM	Qty	Unit \$		Total
MATERIAL		SUPPLIER	INVOICE #				
Material Total:							
Total w/ 21% Markup:							
Item		Cost Code	UOM	Qty	Unit \$		Total
EQUIPMENT							
Site Truck #VE1058		01-550	HR	10.00	\$46.92		\$469.20
Equipment Total:							\$469.20
Total w/ 21% Markup:							\$567.73
Item		Cost Code	UOM	Qty	Unit \$		Total
SUBCONTRACT							
Kamps Painting		32-652	LS	1.00	\$3,225.00		\$3,225.00
<i>Paint curb, stalls, and lines</i>							
Subcontract Total:							\$3,225.00
Total w/ 12% Markup:							\$3,612.00



FABER COST SUMMARY

PROPOSAL TO: Dan Enrico Architect/Engineer DATE: 2/17/2026
 PROPOSAL FROM: Matt Hungerford Faber Construction Project Manager PCO #: _____
 PROJECT NAME: Beverly Lake Sewer Replacement & Lift Station 47
 REFERENCE: Curb/Asphalt Removal & Replacment
 DESCRIPTION: This cost detail includes labor, material, equipment, & subcontractor costs to remove curb, remove asphalt, pave back asphalt, pave back speed bumps, & paint. See additional scope details on the relative scope specific pages.

AMOUNT OF PROPOSED CHANGE:	\$5,997.01	Curb Removal
	\$31,352.58	Asphalt Removal
	\$37,231.32	Asphalt & Speed Bumps
	\$5,468.12	Curb & Painting
TOTAL:	\$80,049.02	

New BL (LSP)

Estimated Time: 4 Working Days

ATTACHMENTS: COP Pricing, Subcontractor Quotes, Supplier Quotes

APPROVALS:

Faber Construction

Architect/Engineer

Owners Representative

Title

Title

Title

Date

Date

Date



PCO #001

FABER CONSTRUCTION CORPORATION
 6951 Hannegan Road
 Lynden, Washington 98264
 Phone: (360) 354-3500
 Fax: (360) 354-0335

Project: 25119.2 - Beverly Lake Sewer Replacement & Lift Station #47
 Vicinity of 75th Street & Evergreen Way
 Everett, Washington 98203

Prime Contract Potential Change Order #001: Submersible Pump

TO:	City of Everett 2930 Wetmore Ave, Ste 1-A Everett Washington, 98201	FROM:	Faber Construction Corporation 6951 Hannegan Rd. Lynden Washington, 98264
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	25119.2 - Beverly Lake Sewer Replacement
REQUEST RECEIVED FROM:	Matt Hungerford (Faber Construction Corporation)	CREATED BY:	Joe McDaniel (Faber Construction Corporation)
STATUS:	Pending - Proceeding	CREATED DATE:	6/2 /2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$32,065.00

POTENTIAL CHANGE ORDER TITLE: Submersible Pump

CHANGE REASON: Other

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

ATTACHMENTS:

#	Cost Code	Description	Type	Amount	OH&P (31.00% Applies to Labor.)	OH&P (21.00% Applies to Material and Purchase Order.)	OH&P (21.00% Applies to Faber Equipment and Rental Equipment.)	OH&P (12.00% Applies to Subcontracts, Service Agreements, and Rental Truck.)	Subtotal
1	33-291 - Submersible Pump Assemblies	Submersible Pump NP 3085 SH 255	Purchase Order	(\$39,200.00)	\$ 0.00	(\$8,232.00)	\$ 0.00	\$ 0.00	(\$47,432.00)
2	33-291 - Submersible Pump Assemblies	Submersible Pump NP 3127.930 SH 248	Purchase Order	\$ 65,700.00	\$ 0.00	\$ 13,797.00	\$ 0.00	\$ 0.00	\$79,497.00
Subtotal:				\$26,500.00	\$0.00	\$5,565.00	\$0.00	\$0.00	\$32,065.00
Grand Total:								\$32,065.00	

Dan Enrico (City of Everett)

City of Everett
 2930 Wetmore Ave, Ste 1-A
 Everett Washington 98201

Faber Construction Corporation
 6951 Hannegan Rd.
 Lynden Washington 98264

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE

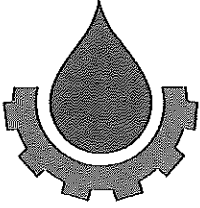


FABER COST DETAIL

PROPOSAL TO: Dan Enrico Date: 6/4/2025
 PROPOSAL FROM: Matt Hungerford Faber Construction Project Manager ESTIMATED WORKING DAYS:
 PROJECT NAME: Beverly Lake Sewer Replacement & Lift Station #47
 REFERENCE: Submersible Pump
 DESCRIPTION: The City of Everett requested that Faber use Submersible Pump NP 3127.930 SH 248 instead of Submersible Pump NP 3085 SH 255 (pump associated with the project specifications).

Item			Cost Code	UOM	Qty	Unit \$	Total
MATERIAL	SUPPLIER	INVOICE #					
<i>Submersible Pump NP 3085 SH 255</i>	<i>WECI</i>		33-291		-1.00	\$39,200.00	-\$39,200.00
<i>Submersible Pump NP 3127.930 SH 248</i>	<i>WECI</i>		33-291		1.00	\$65,700.00	\$65,700.00
						Material Total:	\$26,500.00
						Total w/ 21% Markup:	\$32,065.00
						GRAND TOTAL :	\$32,065.00

Exhibit A



WECI
Whitney Equipment Company, Inc

16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072 Phone: (425) 486-9499

7017 NE Highway 99, Suite 108
Vancouver, WA 98665 Phone: (360) 694-9175

March 31, 2025

BEVERLY LAKE SEWER REPLACEMENT PROJECT - LIFT STATION 47 WO EVERETT, WA BID DATE: APRIL 1, 2025

Quote #44610

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. Whitney Equipment Company has successfully supplied mechanical and electrical equipment and services throughout the Pacific Northwest and around the World for over 40 years, and we look forward to providing equipment for this project. We are committed to providing top quality equipment and service to all parties involved in this project.

A detailed list of the equipment and services included in this proposal is shown in the Scope of Supply below. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

We are including detailed technical submittals for approval, and up to five (5) printed Operation & Maintenance (O&M) manuals if required. Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$165.00/hour at the job site, plus travel time and expense.

Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices quoted herein are FOB factory, with full freight allowed to the job location and net cash 30 days after shipment; paid-when-paid payment terms are not acceptable. Prices are firm for 30 days and must be paid in accordance with subject to the following payment terms:

- | | |
|---------------------------|--------------------------------|
| 1. Approval of Submittals | 15% of Lump Sum Contract Price |
| 2. Delivery of Equipment | 80% of Lump Sum Contract Price |
| 3. Startup of Equipment | 5% of Lump Sum Contract Price |

Startup payment shall become due 90 days after delivery of equipment regardless of the startup completion status and approval.

Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings, unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Brianna Nagel, phone (425)486-9499. We have received 2 Addenda. Please call if you need further information or prices.

SCOPE OF SUPPLY
PLAN SHEET C7/BID ITEM 16
SUBMERSIBLE PUMP & MOTOR

Pumps (150gpm@123ft)

- 2ea FLYGT NP 3127.930 SH 248, 3", 12 HP Submersible Centrifugal Pumps
- 2ea 12 HP Explosion Proof Submersible Motors, 460 Volt, 3 Phase, Premium Efficient
- 2ea Shielded Cable, S3X10+3X10/3 S (4X0.5) 25MM– 65' per pump w/ Cable Grips
- 2ea 3" Discharge Elbows
- 2ea FLYGT MiniCAS Relay w/Base
- 1ea FLYGT Grip Eye Lifting Device
- 2ea Stainless Steel Safety Hooks
- 2ea 20' Stainless Steel Lifting Cable/Chains and Shackles
- 2ea 2" 304 Stainless Steel Upper Guide Bar Bracket
- 2ea Sets of 2" 304 Stainless Steel Guide Rails

Startup

- 1ea Days of Manufacturer's Startup, Training and Field Testing Assistance

CONTRACT PRICE:

\$65,700.00

Point of Delivery

FOB Factory

Full Ocean/Standard Freight Included to Jobsite

Clarifications and Exclusions:

1. Price does not include installation, piping, fittings, valves, flow meters, pressure gauges, concrete pedestals, hatches, concrete structures, spare parts, field testing, anchor bolts or anchor bolt calculations, splice boxes, float switch brackets, instrumentation, control panels, or any electrical equipment not specifically listed above.
2. Scope includes N3127 pumps as specified on plans and bid item 16 description. The N3127 pump can operate at the duty point in the spec section 8-40: 150gpm at 123ft. Addendum 2 provides a pump duty point of 139.3gpm at 61.1ft. It's unclear if the duty point in section 8-40 or of the duty point provided in addendum 2 should be used for the submersible pump selection. If the addendum 2 duty point applies, a smaller 4HP pump model NP 3085 SH 255 can be used instead. The contract price to use this pump instead is **\$39,200.00** (A deduct of \$26,500 from the price above).
3. Spec sections 8-40 and 9-40 in part describe features and requirements relevant to irrigation submersible well pumps. Exception is taken to these sections. The above is a submersible sewage pump as shown in the plans. Only items specifically listed above are included.

Lead Times:

Technical submittals will be provided within 2-4 weeks of contract acceptance.

Equipment will be delivered 18-22 weeks after approved submittals. These lead times are just estimates. Freight duration is currently highly variable and may vary from our estimate; we will update lead times at time of order.

Lead time may be improved at time of order placement. Expedited delivery may be available for an additional fee.



NOTICE OF DELAY

25119.2 Beverly Lake Sewer Replacement & Lift Station 47

City of Everett
Public Works Department
3200 Cedar Street
Everett, WA 98201

Re: Notice of Delay – LS47 Beverly Lake Sewer Replacement (WO UP3529)

Dear Dan Enrico,

Pursuant to Section 1-04.5 of the Contract Documents, Faber Construction hereby provides formal written Notice of Delay.

As of **February 20**, Faber Construction will have completed all Contract Work that can be performed prior to permanent power being installed to the site.

Permanent electrical power is required to:

- Test electrical systems and equipment
- Perform startup and commissioning of the Flygt sewer pumps
- Commission the City-supplied generator

Commissioning of the Flygt sewer pumps with Wittney (Flygt) is currently scheduled for **February 24** and the next available date is **March 12**. If permanent power is not installed prior to this date, pump commissioning will need to be rescheduled, which will further delay Project completion.

Additionally, the city-supplied generator requires commissioning by Cummins, currently scheduled for **March 4**. Delays in power installation may impact on this activity as well.

Persons and Entities Involved

- Faber Construction
- Snohomish PUD
- City of Everett
- Wittney (Flygt sewer pumps)
- Cummins (generator)

This delay impacts critical path commissioning activities and will affect the Project schedule. Additional Contract Time may be required. While the City has indicated that working days will be adjusted in consideration of executed Change Orders, an exact number of additional working days has not been agreed upon.

To the extent this delay results in impacts to Contract Time or Contract Sum, Faber reserves its rights under the Contract to seek:

- An adjustment of Contract Time
- An equitable adjustment of the Contract Sum for documented impacts
- Equipment standby and delay costs
- Potential remobilization and demobilization expenses
- Subcontractor fees associated with rescheduling and delay

At this time, the full extent of time and cost impacts cannot yet be determined. Faber will continue to document schedule and cost effects and will submit supplemental information, including schedule analysis in accordance with Section 1-08.8, within fourteen (14) calendar days of this Notice or sooner if sufficient information becomes available.

Faber remains prepared to proceed expeditiously with equipment testing and commissioning immediately upon permanent power being provided to the site.

Sincerely,

Matt Hungerford
Project Manager
Faber Construction



03/05/2026

City of Everett
Public Works Department
3200 Cedar Street
Everett, WA 98201

Re: Supplemental Information Pursuant to Specifications 1-04.5
Project: Beverly Lake Sewer Replacement & Lift Station 47

Dear Dan Enrico,

In accordance with Sections 1-04.5 of the WSDOT Standard Specifications, Faber Construction is providing supplemental information to our Notice of Protest for work disputed in the construction of the Beverly Lake Sewer Replacement & Lift Station 47 project. Out of an abundance of caution, and so as not to inadvertently waive Faber's entitlement to any additional compensation or schedule impacts, Faber Construction ("Faber") hereby directs the City of Everett ("Engineer") to the details set forth below.

The date and nature of the protested order, direction, instruction, interpretation or determination.

On or about February 20, 2026, Faber Construction determined that all contract work that could be performed prior to installation of permanent electrical power to the site had been completed. Permanent electrical power is required to proceed with system testing, pump commissioning, and generator commissioning.

Concrete necessary for installation of the electrical equipment was completed on January 22, 2026, and the site was prepared and ready to receive permanent electrical service from Snohomish PUD on January 26, 2026. Faber notified the appropriate parties that the project was ready for power installation at that time. Despite the project being ready for service, permanent power had not yet been installed.

As of 2/20/26, permanent power had not yet been installed on the project site. As a result, Faber is unable to complete the remaining commissioning and testing activities required for Project completion.

These activities include:

- Testing of electrical systems and controls
- Startup and commissioning of the Flygt sewer pumps
- Commissioning of the City-supplied generator

Without permanent power, these activities cannot proceed and the Project cannot be advanced to final operational testing and completion.

A full discussion of the circumstances that caused the protest, including names of persons involved, time, duration and nature of the Work involved.

The final activities required for completion of the Lift Station 47 project include electrical system testing and equipment commissioning. The commissioning of the Flygt sewer pumps with Wittney (Flygt) was originally scheduled for February 4, 2026. Due to the lack of permanent electrical service, this activity could not proceed as planned and has since been rescheduled to March 17, 2026, subject to the availability of permanent power at the site.

Additionally, the City-supplied generator requires commissioning by Cummins, which is currently scheduled for March 16, 2026. Generator commissioning is dependent upon electrical installation being complete and available for system integration and testing.

As of February 20, 2026, permanent electrical power had not yet been installed to the site. The absence of permanent power prevents completion of the following remaining activities:

- Electrical testing of installed systems
- Commissioning of the Flygt sewer pumps
- Commissioning and testing of the standby generator
- Final operational system testing

Because these activities occur sequentially and are required for system startup and acceptance, the delay in power installation directly impacts the critical path to Project completion.

Persons and entities involved include:

- Faber Construction – Prime Contractor responsible for installation and coordination of project construction activities
- Snohomish PUD – Responsible for providing permanent electrical service to the site
- City of Everett (COE) – Owner and project oversight
- Wittney (Flygt) – Manufacturer representative responsible for pump startup and commissioning
- Cummins – Responsible for commissioning the City-supplied standby generator

If permanent power is not installed prior to the scheduled commissioning dates, these activities must be rescheduled, which may result in additional delays due to subcontractor and vendor scheduling constraints.

A review of the Plans and Contract Provisions referenced to support the protest.

The Contract Documents require that mechanical and electrical systems be fully tested and commissioned prior to Project completion and acceptance. The following Contract provisions apply:

Section 1-04.5 – Notice by Contractor

Requires the Contractor to provide written notice when an event occurs that may result in a delay to the Project or a request for additional Contract Time or adjustment of Contract Sum.

Section 1-08.8 – Extensions of Time

Provides that requests for extension of Contract Time shall be evaluated based on schedule analysis demonstrating the impact of the delay to the Project's critical path. Additionally, commissioning and operational testing requirements within the Contract Documents require that installed mechanical and electrical systems be tested under operating conditions prior to Project completion. Because permanent electrical power is required to perform these commissioning and operational testing activities, delays in the availability of permanent power directly impact the Contractor's ability to complete the work within the currently established contract time.

The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined.

At the time of this supplemental submission, the full extent of cost impacts associated with this delay cannot yet be fully determined.

Potential cost impacts may include:

- Equipment standby costs during periods when commissioning cannot proceed
- Additional project supervision and site management during delay periods
- Rescheduling costs associated with specialty subcontractors and equipment commissioning vendors
- Potential remobilization and demobilization costs if commissioning activities must be rescheduled
- Subcontractor or manufacturer representative rescheduling fees

Faber Construction will continue to track and document all delay-related costs and will provide detailed cost documentation if and when such costs become quantifiable.

An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

The activities affected by the delay in permanent electrical power installation occur on the critical path of the Project schedule. The remaining activities required for completion include:

1. Electrical system energization and testing
2. Flygt pump startup and commissioning
3. Generator commissioning by Cummins
4. Integrated system testing and operational verification

These activities must occur sequentially and cannot proceed without permanent power available at the site. If permanent electrical service is not installed prior to the scheduled commissioning dates, the commissioning activities must be rescheduled based on subcontractor and manufacturer representative availability. Rescheduling may extend the Project completion date beyond the currently allocated Contract Time. Faber Construction is currently preparing an updated schedule analysis to quantify the full impact of the delay. This schedule analysis will be provided in accordance with the Contract requirements.

Faber has made, and will continue to make, every effort to collaborate with the City of Everett to explore viable solutions and limit the impacts caused by this situation. However, this issue is already impacting the project schedule and critical path commissioning activities. Additional impacts may arise as the work progresses.

For the reasons set forth above, Faber respectfully submits written Notice of Protest for the work. Faber reserves all rights under law and equity.

We look forward to resolving this issue in the near future and appreciate your consideration and attention to this matter. Faber's intent is to comply with all notice and claim requirements of the contract. To the extent you feel additional information is required from Faber at this time for you to evaluate this issue, please let us know immediately.

Respectfully,

Matt Hungerford 

Matt Hungerford, Project Manager
Faber Construction



February 25, 2026

Mr. Matt Hungerford
Faber Construction.
6951 Hannegan Road
Lynden, WA 98264

RE: Beverly Lanke Sewer Replacement Y Lift Station #47
Work Order #UP 3529
Notice of Work Suspension
Friday February 20, 2026

Dear Mr. Matt Hungerford,

This project is suspended at the end of business day (EOBD) Friday February 20, 2026. This work suspension is to allow third party utility (PUD) firm time to complete permanent site power to the project.

Faber Construction has indicated will have completed all Contract work that can be performed prior to permanent site power to the project.

Permanent electrical power is required to:

- Test electrical systems and equipment.
- Perform startup and commissioning of Flygt sewer pumps.
- Commissioning of the City supplied generator.

Faber Constructions original startup and commissioning date for Wittney Flygt sewer pumps is scheduled for February 24, 2026. Due to the delay in PUD site power installation, Wittney's next available date is March 16, 2026.

This letter serves as a Suspension Letter at the end of business day Friday February 20, 2026 with an anticipated Resumption of Work on Monday March 16, 2026.

To date 124 working days have been used on this project, leaving 6 working days until Physical Completion.

Sincerely,

A handwritten signature in blue ink that reads 'Don Snyder'.

Don Snyder
Assistant Construction Manager

CC: Dan Enrico-COE Principal Engineer/Project Manager, Mike Nguyen-COE Project Inspector, Christine Jimenez-COE PW Capital Contracts Compliance Coordinator, Matt Hungerford-Faber Project Engineer.

Public Works



3200 Cedar Street
Everett, WA 98201



425-257-8800
425-257-8882 Fax



everettpw@everettwa.gov
everettwa.gov/pw










Faber Construction_Beverly Lake Sewer Replacement & Lift Station 47_CO No. 1_DE_2026.03.30_SD


Final Audit Report

2026-04-15


Created:	2026-04-08
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9bE6PzBFp_m89HXXI6UALG6XAXuixIsL

"Faber Construction_Beverly Lake Sewer Replacement & Lift Station 47_CO No. 1_DE_2026.03.30_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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 Agreement completed.

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