



**CITY OF EVERETT
 Change Order**

<i>Project Title</i>	Reservoir 3 Replacement Phase 1
<i>Department</i>	Public Works
<i>Work Order No.</i>	UP-3739
<i>Contractor:</i>	IMCO General Construction, Inc.
<i>Contract Award Date:</i>	6/26/2024
<i>City Staff Contact:</i>	Mike Kangas
<i>Change Order No.</i>	2
<i>Change Order Effective Date</i>	03/15/2026

CONTRACT SUM

	Original Contract Sum	Total of Previous Change Orders	This Change Order	Contract Sum After this Change Order
Amount	\$ 25,457,500.00	\$ 526,295.10	(\$45,453.72)	\$ 25,938,341.38
+ WSST	\$ 2,520,292.50	\$ 52,103.21	(\$4,499.92)	\$ 2,567,895.79
Total	\$ 27,977,792.50	\$ 578,398.31	(\$49,953.64)	\$ 28,506,237.17

CONTRACT TIME

Original Contract Time	540	Working Days <input type="checkbox"/> / Calendar Days <input type="checkbox"/>
Date of Notice to Proceed		11/12/2024
Cumulative adjustment to time by <i>prior</i> Change Orders		0
Adjustment to time by <i>this</i> Change Order		15
New Contract Time (<i>including</i> this Change Order)		555

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 the Mayor's 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.**








OWNER			
 _____ Mayor Date: <u>05/31/2026</u>		Attest:  _____ City Clerk Date: <u>06/01/2026</u>	
Standard Document Approved as to Form Office of the City Attorney (5.13.22)			
Recommended By:			
Construction Manager (if applicable)  _____ Date: <u>05/26/2026</u>	Project Manager (if applicable)  _____ Date: <u>05/26/2026</u>	Engineering Manager (if applicable)  _____ Date: <u>05/27/2026</u>	Department Director  _____ Date: <u>5-27-2026</u>
CONTRACTOR			
By  _____ Officer		Date: <u>05/29/2026</u> _____	

Exhibit A—Description of Changed Work

This Change Order No. 2 modifies Specification Section 33 16 10 and adds two (2) New Items to the Contract.

Specification 33 16 10 is modified by the addition of new paragraph/section 1.07 Warranty as follows:

“In addition to other warranties in the Contract Documents, the Contractor provides the following extended warranty from 1/12/2026 to 1/12/2031 (Extended Warranty Period):

If leak(s) are detected during the Extended Warranty Period, the City will determine if the detected leak(s) are the result of cracked concrete in the reservoir floor or walls. If the leak(s) are determined to be the result of cracked concrete in the reservoir floor or walls and the City provides written notice thereof to the Contractor before the end of the Extended Warranty Period, then the Contractor will promptly cause to be completed at no cost to the City all crack repair work necessary to pass a leak test and meet the acceptance requirements contained in Section 3.19 of this specification. This warranty includes labor, materials, and equipment for all applicable repair work. The warranty also includes the Contractor covering the cost of physical inspections of floor crack repairs and any warranty repairs by an inspector of the Owner’s choice, with the tank drained during the inspection(s). Physical inspections shall be limited to no more than once annually unless an actual leak is discovered that requires the need for an immediate inspection.”

New Item No. 114: Leak Detection Liner System Credit. Add new Lump Sum item No. 114 entitled, “Leak Detection Liner System Credit” in the Lump Sum amount of -\$123,059.15 resulting in a decrease to the contract of \$123,059.15.

Justification for creating New Item No. 114

This credit item compensates the owner for non-repairable therefore non-functional leak detection system.

New Item No. 115: Import Tank Backfill. Add new Unit Price item No. 115 entitled, “Import Tank Backfill” by adding 3,097.81 Tons (TN) at a Unit Price of \$13.36 per TN resulting in an increase to the contract of \$41,386.47.

Justification for creating New Item No. 115

This item will be used to compensate the contractor for providing import backfill due to shortage of owner provided backfill.

New Item No. 116: Washdown Line Revision. Add new Lump Sum item No. 116 entitled, “Washdown Line Revision” in the Lump Sum amount of \$36218.69 resulting in an increase to the contract of \$36218.69.

Justification for creating New Item No. 116

This item will be used to compensate the contractor for cost associated with design revisions to washdown line including but not limited to additional gate valves and air an release valve.

Washington State Sales tax. The sale tax rate of 9.9 percent applied to these changes will result in a decrease to the contract of \$4,499.92.

Time: Unrelated to these changes, due to weather related restrictions for paving and seeding an addition 15 calendar days are added to the contract.











IMCO General Construction, Inc._Reservoir 3 Ph 1_CO No. 2_RL_2026.05.27_SD

Final Audit Report

2026-06-01

Created:	2026-05-28
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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