

**CITY OF SUMAS, WASHINGTON
AGREEMENT
STREMLER GRAVEL, INC - NOVEMBER 2021 FLOOD DAMAGE REPAIR**

The CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at 433 Cherry Street, Sumas, Washington, 98295, and STREMLER GRAVEL, INC., 250 Bay Lyn Drive, Lynden, Washington, 98264, a duly-qualified Washington corporation and licensed contractor authorized to do business in the State of Washington, (hereinafter "Contractor"), hereby agree to enter into this Agreement ("Agreement") under the following terms and conditions in recognition of the mutual covenants and consideration contained herein.

- I. **THE PROJECT:** Contractor shall do all work and furnish all labor, tools, materials, and equipment for emergency repair of damage from the November 2021 flooding (the "Project") in accordance with the Contract, which includes this Agreement, the Contractor's Scope of Work attached hereto as Exhibit "A", Standard Specifications for Road, Bridge and Municipal Construction, most recent Edition, issued by the Washington State Department of Transportation ("Standard Specifications"), and Addenda and Change Orders (if any).

- II. **GENERAL REQUIREMENTS:** The General Requirements of this Contract are set forth in Division 1 of the Standard Specifications, modified or supplemented as follows:

A. Definitions and Terms

1. All capitalized terms in this Agreement shall have the meaning ascribed to them in the Standard Specifications, unless otherwise defined herein.

2. Where the terms "Contract Form" or "Agreement Form" are used in the Standard Specifications, they shall be construed to mean this Agreement.

3. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", "Contracting Agency", or variations of same are used in the Standard Specifications, they shall be construed to mean "City of Sumas" or "Owner".

4. Where the terms "Secretary of Transportation" or "Secretary" are used in the Standard Specifications, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "Engineer" is understood to be the City's Project Manager, who is the City's representative to the Contractor for all

purposes under this Contract. The City designates its' Public Works Director, Sunny Aulakh, as its Project Manager. Contractor designates _____ as its Project Manager, who is Contractor's representative to the City for all purposes under this Contract.

C. Licenses: Contractor must possess and maintain a valid business registration/license to conduct its' business in Sumas, Whatcom County, Washington, throughout the duration of the Project. Additionally, by executing this Agreement, Contractor certifies it has all applicable state and local licenses and has not been debarred from public contracting by either Washington State or the United States Government.

D. Nondiscrimination: Contractor shall comply with all applicable Federal, State and local non-discrimination laws and regulations in effect at the time this Agreement is executed.

E. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.

F. Payment and Performance Contract Bond:

1. **Requirement.** Contractor shall provide a Payment and Performance Contract Bond, in the form attached hereto, as specified in Section 1-03.4 of the Standard Specifications.

2. **Exception.** On contracts of one hundred fifty thousand (\$150,000) or less, at the Contractor's option, the City will, in lieu of a Payment and Performance Contract Bond, withhold retainage of ten percent (10%) of the Contract price until releasable under RCW 39.08.010. If Contractor does not submit a Payment and Performance Contract Bond to the City concurrently with the signed Agreement for projects of one hundred fifty thousand dollars (\$150,000) or less, Contractor agrees that the City may hold retainage of ten percent (10%) in the manner selected by Contractor on the attached Retainage Investment Option form.

G. Insurance: The insurance requirements for this Contract are contained in Section 1-07.18 of the Standard Specifications, modified as follows: Owners and Contractors Protective ("OCP") insurance is not required.

H. Governing Law and Venue: This Contract and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in

effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Contract, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.

III. PAYMENT, PREVAILING WAGES AND RETAINAGE:

A. Payment

1. The work shall be performed on a time and materials basis at prevailing wages. The maximum payable to Contractor under this Agreement is \$350,000.00, which amount shall be inclusive of any State sales tax payable by Contactor.

2. Payments to the Contractor will be made within 30 days of receipt of the invoice by the City for work satisfactorily completed

3. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City or any other governmental agency with jurisdiction for a period of three (3) years after final payment.

4. Contractor will be paid pursuant to the Contract's terms, including Section 1-09.9 of the Standard Specifications. Payments will only be made for work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the work completed subject to any lawful deductions such as retainage, tax or as otherwise authorized. Payment does not constitute final acceptance of work performed or materials used therein. A final application for payment shall be prepared upon completion of the work, satisfaction of test requirements and fulfillment of the Contract. Any invoices submitted by Contractor must be approved by the Project Manager prior to payment. No final payment shall be made until the project is accepted by the City.

B. Prevailing Wages: Prior to any payment hereunder, Contractor is responsible for complying with applicable Washington State Department of Labor and Industries and Department of Revenue requirements and procedures, including but not limited to prevailing wage requirements of RCW 39.12. This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, Notice of Completion of Public Work Contract, and any other required documents.

C. Retainage: Retainage will be administered in accordance with Chapter 60.28 RCW and the Standard Specifications.

IV. TIME FOR COMPLETION; SCOPE OF WORK:

A. Time of Completion: Contractor shall begin work within ten business days of _____ and will complete work on or before _____.

B. Scope of Work: Removal and clean-up of debris, damaged structures/improvements (fencing, sidewalks, curbs, etc.) and sediment and repair of roadways, sidewalks, ditches and shoulders as described in the Scope of Work attached hereto as Exhibit "A" in Sumas, Washington.

EXECUTED, this _____ day of _____ for the CONTRACTOR _____ by:

Sign: _____
Printed Name: _____
Title: _____

EXECUTED, this _____ day of _____ for the CITY OF SUMAS by:

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I CERTIFY that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that he/she was authorized to execute the
instrument and acknowledged it as the _____ of Stremier Gravel,
Inc., to be the free and voluntary act of such party for the uses and purposes mentioned
in the instrument.

Subscribed, sworn to and acknowledge before me this _____ day of _____
2021.

(Signature of Notary)

(NOTARY SEAL)

Print Name: _____
Notary Public for the state of _____
Residing at: _____
My Commission Expires: _____



PO Box 527
 Lynden, WA 98264
 P# 360.354.8585
 F# 360.354.8504

Owner: City of Sumas
Project: November 2021 Flood
Project #: 804
Date: 12/13/2021

Force Account Equipment Rates

#	Large Equipment			
EX07	John Deere 225 Excavator	2013	Diesel	\$137.01 HR
EX09	Kubota KX080-3 Excavator	2015	Diesel	\$86.52 HR
EX08	John Deere 135 Excavator	2015	Diesel	\$116.05 HR
EX05	Kubota EX121 Excavator	2012	Diesel	\$50.40 HR
EX02	Kubota EX121 Excavator	2005	Diesel	\$49.05 HR
EX06	John Deere 350LC Excavator	2013	Diesel	\$182.41 HR
EX11	John Deere 245G LC Excavator	2018	Diesel	\$150.67 HR
EX12	Kubota KX080-3 Excavator	2018	Diesel	\$86.80 HR
EX13	Yanmar SV-040	2020	Diesel	\$54.82 HR
BH06	John Deere 410 Backhoe	2006	Diesel	\$56.46 HR
BH05	John Deere 410 Backhoe	2006	Hydraulic	\$56.07 HR
DZ04	John Deere 650 Dozer	2001	Diesel	\$87.67 HR
DZ06	Komatsu D61PX-15 w/ TopCon Laser/GPS	2014	Diesel	\$169.57 HR
VR02	Dynapac CA 151D Compactor	1989	Diesel	\$66.69 HR
VR03	Vibromax VM115D Vibratory Roller	2006	Diesel	\$48.37 HR
VR04	CAT CB22-B Double Drum Roller	2015	Diesel	\$43.48 HR
MG01	John Deere 672 CH Motor Grader	2001	Diesel	\$88.64 HR
MG02	Champion C86A Motor Grader	2001	Diesel	\$83.22 HR
LD02	Cat 950E Wheel Loader	1989	Diesel	\$64.62 HR
LD03	Cat 950F Wheel Loader	1997	Diesel	\$67.69 HR
LD05	John Deere 544K Wheel Loader	2018	Diesel	\$68.55 HR
LD04	John Deere 744K Wheel Loader	2009	Diesel	\$103.25 HR
FK01	Gehl 1083 Forklift	1993	Diesel	\$78.72 HR
FK04	Terex 5519 Forklift	2007	Diesel	\$42.49 HR
AG01	Case IH 5120 Tractor	1995	Diesel	\$42.85 HR
SWP01	Sweepster 3 Point Sweeper	1997	n/a	\$45.00 HR
RentalEX01	Kobelco SK160LC Excavator	Hourly Operating Cost	2004	Diesel \$52.82 HR
RentalSS01	Bobcat S595 Skid Steer Loader	Hourly Operating Cost	2021	Diesel \$24.08 HR

#	Trucks			
T4	Ford LTL 9000 Dump Truck	1986	Diesel	\$85.95 HR
T5	Kenworth T800 Truck	1989	Diesel	\$85.95 HR
T6	Peterbilt Dump Truck	1992	Diesel	\$85.95 HR
T7	Peterbilt Dump Truck	1998	Diesel	\$88.74 HR
T8	International 5 yd Dump Truck	1985	Diesel	\$56.95 HR
T9	International Dump Truck	1998	Diesel	\$88.74 HR
T10	Kenworth T800B Dump Truck	2004	Diesel	\$88.94 HR
T11	Kenworth T800 Tractor	1996	Diesel	\$75.97 HR
T12	Kenworth T800 Dump Truck	2006	Diesel	\$88.53 HR
T13	Kenworth T800 Dump Truck	2007	Diesel	\$90.38 HR
T14	Ford 9000 Water Truck	1990	Diesel	\$46.50 HR
T15	Shop Truck-Freightliner Service Truck	1997	Diesel	\$75.21 HR
T17	Freightliner FL70 Sweeper Truck	1994	Diesel	\$189.83 HR
T18	Kenworth T800B Dump Truck	2004	Diesel	\$88.94 HR

#	Trailers				
TT9	Transfer Trailer	K-Line	1998	16 CY	\$18.42 HR
TT10	Transfer Trailer	Reliance	2004	16 CY	\$20.11 HR
TT12	Transfer Trailer	Reliance	2006	16 CY	\$18.55 HR
TT13	Transfer Trailer	Reliance	2007	16 CY	\$18.80 HR
TT18	Transfer Trailer	K-Line	1999	16 CY	\$18.37 HR
PUP2	Pup Style Dump Trailer	Peerless	1987	12 CY	\$11.79 HR
PUP3	Pup Style Dump Trailer	Truckweld	1993	14 CY	\$13.23 HR
PUP4	Pup Style Dump Trailer	Sturdyweld	1993	15 CY	\$14.50 HR
PUP6	Pup Style Dump Trailer	Truckweld	1993	14 CY	\$13.23 HR
PUP7	Pup Style Dump Trailer	Sturdyweld	1998	14 CY	\$13.39 HR
PUP8	Pup Style Dump Trailer	Sturdyweld	1990	14 CY	\$13.29 HR
PUP9	Pup Style Dump Trailer	Sturdyweld	1998	14 CY	\$13.39 HR
TB2	Tilt Bed Trailer	Trail King	2005	33.5 FT*	\$11.23 HR
TB1	Tilt Bed Trailer	Trial King	1997	35.6 FT*	\$11.32 HR
LB1	Lowboy Trailer	Aspen	1998	51 FT*	\$19.96 HR

#	Service Trucks, Pickups & Trailers	HP	4WD/ 2WD		
PU1	GMC - 3/4 Ton pickup; std. cab	300	4WD	2004 Diesel	\$13.70 HR
PU2	Chevrolet - 3/4 Ton pickup; crew cab	325	4WD	2008 Diesel	\$22.47 HR
PU3	Chevrolet - 3/4 Ton pickup; std. cab	300	4WD	1998 Gas	\$26.30 HR
PU11	GMC - 3/4 Ton service body; std. cab	275	2WD	2000 Gas	\$25.05 HR
PU12	Chevrolet - 3/4 Ton pickup; std. cab	275	2WD	2000 Gas	\$25.05 HR
PU13	Chevrolet - 1 Ton flat bed; std. cab	350	4WD	2006 Gas	\$27.59 HR
PU14	Chevrolet - 3/4 Ton pickup; std. cab	325	4WD	2005 Gas	\$26.27 HR
PU15	Chevrolet - 3/4 Ton pickup; std. cab	325	4WD	2005 Gas	\$26.27 HR
PU16	Chevrolet-1 Ton service body: std. cab	375	2WD	2011 Diesel	\$22.65 HR
PU17	Chevrolet - 1/2 Ton pickup; Ext. cab	185	4WD	2007 Gas	\$18.73 HR
PU18	Chevrolet - 3/4 Ton pickup; Ext. cab	325	4WD	2005 Gas	\$25.89 HR
PU19	Chevrolet - 1 Ton; Std. Cab; Flat Deck	350	4WD	2008 Gas	\$28.12 HR
PU20	Chevrolet - 1/2 Ton; Std. Cab		4WD	2000 Gas	\$18.73 HR
PU21	GMC - 3/4 Ton pickup; crew cab	300	4WD	2009 Gas	\$26.59 HR
PU22	Ford F-550 - 2 Ton; Quad cab; Flat Deck	350	4WD	2008 Diesel	\$24.21 HR
PU23	Ford - 1 1/2 Ton; Quad cab; Flat Deck	350	4WD	2008 Diesel	\$25.44 HR
PU24	Ford - 1 Ton; Ext. Cab; Flat Deck		4WD	2013 Diesel	\$26.31 HR
PU26	Ford - 1 Ton; Crew cab; Flat Deck	350	4WD	2008 Diesel	\$26.01 HR
PU27	Toyota - 1/2 Ton; Ext. cab		2WD	2008 Gas	\$15.04 HR
PU28	Chevrolet - 1/2 Ton; Ext. Cab		4WD	2017 Gas	\$19.01 HR
PU29	Ford F-450- 1 1/2 Ton; ext. cab; flat deck		4WD	2016 Diesel	\$26.50 HR
PU30	Ford F-550- 2 Ton; ext. cab; flat deck		4WD	2016 Diesel	\$27.43 HR
PU31	Ford F450 1-1/2 Ton; ext. cab; utility box		2WD	2017 Gas	\$28.45 HR
PU32	Ford F450 1-1/2 Ton; ext. cab; Flat deck		4WD	2021 Gas	\$29.22 HR
UT4	Tandem Axle Utility Dump Trailer				\$5.12 HR
UT5	Tandem Axle Utility Trailer - 16'			n/a	\$2.86 HR
UT07	Deck Over Utility Trailer - 20'				\$2.83 HR
UT09	Tilt Deck Utility Trailer - 6 ton				\$4.75 HR
UT10	Tandem Axle Utility Dump Trailer				\$5.12 HR

#	Small Equipment & Tools			
PUMP7	3" Trash Pump		Gas	\$68.96 DAY
PUMP3	3" Trash Pump		Gas	\$68.96 DAY
PUMP2	2" Trash Pump		Gas	\$68.96 DAY
PUMP9	Diaphragm Trash Pump		Gas	\$53.12 DAY
Electric Water Pump	Single Phase Electric Submersible Pump		Electric	\$55.67 DAY
HP01	Kent KHP Hoe Pack Attachment		n/a	\$130.00 DAY
HP02	Allied 1000 Hoe Pack Attachment		n/a	\$0.00 DAY
LGCOMP2	Atlas Copco Compressor		Diesel	\$140.00 DAY
LGCOMP1	Sullivan Compressor		Diesel	\$140.00 DAY
JUMPING JACK	Jumping Jack Compactor		Gas	\$103.00 DAY
WALK BEHIND COMPACTOR	Walk Behind Vibratory Compactor		Gas	\$90.00 DAY
STEEL PLATES	Steel Plates		n/a	\$85.00 EACH/DAY
TCD	Traffic Control Devices		n/a	\$0.00 EACH/DAY
HONDA PORTABLE GENERATOR	Honda Portable Generator		Gas	\$50.00 DAY



PO Box 527
Lynden, WA 98264
P# 360.354.8585

Force Account Wage Rates

Owner: City of Sumas
Project: November 2021 Flood
Project #:
Date: 12/13/2021
County: Whatcom
PW Effective Date: 11/17/2021
Tax Rates & Fringe Updated: 12/9/2021

Trade	Job Classification	Prevailing Wage Rate	SUTA 3.26%	FUTA 0.60%	Social Security 6.20%	Medicare 1.45%	Industrial Insurance	Total Regular	X 1.5 Overtime	X 2 Overtime
Flaggers	Flagger Journey Level	46.29	1.51	0.28	2.87	0.67	0.08	\$ 51.70	\$ 77.51	\$103.32
Laborers	General Laborer	54.62	1.78	0.33	3.39	0.79	1.08	\$ 61.99	\$ 92.44	\$122.90
Laborers	Jackhammer	55.62	1.81	0.33	3.45	0.81	1.08	\$ 63.11	\$ 94.12	\$125.13
Laborers - Underground Sewer & Water	General Laborer & Topman	54.62	1.78	0.33	3.39	0.79	1.08	\$ 61.99	\$ 92.44	\$122.90
Laborers - Underground Sewer & Water	Pipe Layer	55.62	1.81	0.33	3.45	0.81	1.03	\$ 63.05	\$ 94.06	\$125.07
Power Equipment Operators	Bobcat	69.12	2.25	0.41	4.29	1.00	1.08	\$ 78.16	\$ 116.70	\$155.24
Power Equipment Operators	Mechanic	74.22	2.42	0.45	4.60	1.08	0.52	\$ 83.28	\$ 124.67	\$166.05
Power Equipment Operators	Dozer D-9 & Under	72.28	2.36	0.43	4.48	1.05	1.08	\$ 81.68	\$ 121.98	\$162.28
Power Equipment Operators	Forklift, 3000 lbs. & Over	72.28	2.36	0.43	4.48	1.05	1.08	\$ 81.68	\$ 121.98	\$162.28
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	72.84	2.37	0.44	4.52	1.06	1.08	\$ 82.31	\$ 122.92	\$163.53
Power Equipment Operators	Gradechecker / stakeman	69.12	2.25	0.41	4.29	1.00	1.08	\$ 78.16	\$ 116.70	\$155.24
Power Equipment Operators	Loader, Overhead Under 6 Yards	72.84	2.37	0.44	4.52	1.06	1.08	\$ 82.31	\$ 122.92	\$163.53
Power Equipment Operators	Motor Patrol Grader	73.49	2.40	0.44	4.56	1.07	1.08	\$ 83.03	\$ 124.01	\$164.98
Power Equipment Operators	Roller, Other Than Plant Mix	69.12	2.25	0.41	4.29	1.00	1.08	\$ 78.16	\$ 116.70	\$155.24
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	72.28	2.36	0.43	4.48	1.05	1.08	\$ 81.68	\$ 121.98	\$162.28
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors: 15 To 30 Metric Tons	72.84	2.37	0.44	4.52	1.06	1.08	\$ 82.31	\$ 122.92	\$163.53
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50	73.49	2.40	0.44	4.56	1.07	1.08	\$ 83.03	\$ 124.01	\$164.98
Truck Drivers	Dump Truck	62.96	2.05	0.38	3.90	0.91	1.08	\$ 71.29	\$ 106.39	\$141.50
Truck Drivers	Dump Truck And Trailer	63.80	2.08	0.38	3.96	0.93	1.08	\$ 72.23	\$ 107.80	\$143.37
Truck Drivers	Trucks, Other... (water truck)	63.80	2.08	0.38	3.96	0.93	1.08	\$ 72.23	\$ 107.80	\$143.37



PO Box 527
Lynden, WA 98264
P# 360.354.8585
F# 360.354.8504

Force Account Material Rates

Owner: City of Sumas
Project: November 2021 Flood
Project #:
Date: 12/13/2021

Location	Type	Rate
Pangborn Pit - 2629 Pangborn Road, Lynden, WA 98264	Waste Storage - Dirt Pending Contamination Test	\$1.50 / TON
Pangborn Pit - 2629 Pangborn Road, Lynden, WA 98264	Pit Run	\$4.75 / TON
N40 Pit - 3111 Halverstick Road, Sumas, WA 98295	Waste - Uncontaminated Dirt (All Loads Calculated At 12 Cubic Yards Per Box)	\$3.50 / CY
N40 Pit - 3111 Halverstick Road, Sumas, WA 98295	Waste - Logs (All Loads Calculated At 12 Cubic Yards Per Box)	\$10.00 / CY
N40 Pit - 3111 Halverstick Road, Sumas, WA 98295	Waste - Brush (All Loads Calculated At 12 Cubic Yards Per Box)	\$8.00 / CY
N40 Pit - 3111 Halverstick Road, Sumas, WA 98295	Crushed Concrete	\$6.75 / TON