

CITY OF SUMAS, WASHINGTON
Public Work Agreement
2026 – EMERGENCY FLOOD REPAIR & RESTORATION – SUMAS RODEO
GROUND

The CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter the "City"), and **RESTOREWELL LLC**, 191 Birch Bay Lynden Rd., Lynden, Washington, 98264, a duly-qualified Washington limited liability company and a licensed contractor authorized to do business in the State of Washington, (hereinafter "Contractor"), hereby agree to enter into this Public Work 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 the EMERGENCY FLOOD DAMAGE REPAIR AND RESTORATION – SUMAS RODEO GROUND (the "Project") in accordance with the Contract, which includes this Agreement, Contractor's Bid Proposal, Contract Plans, Contract Provisions, Standard Specifications for Road, Bridge and Municipal Construction, most recent Edition, issued by the Washington State Department of Transportation ("Standard Specifications"), 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 Colby Weg 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, prior to bid award and continuing throughout the duration of the Project. Additionally, by executing this Agreement, Contractor certifies it has all other 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: a) Owners and Contractors Protective ("OCP") insurance is not required; b) minimum coverage limits for Commercial General Liability ("CGL") insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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. This is a lump sum contract. The total amount to be paid to Contractor for the work provided herein is \$13,261.85, which consists of a contract price of \$12,189.19 and sales tax of \$1,072.66.

2. 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 Notice to Proceed and shall complete work within four (4) months of the date the work is to begin.

B. Scope of Work: To repair and restore the Sumas Rodeo Grounds located at 1550 Sumas Avenue in Sumas, Washington, from impacts and damage caused by flooding from the Nooksack River that occurred on or about December 11, 2025. Contractor shall provide all labor, materials, equipment, and incidentals to complete the Project in accordance with the Contract, including all work described in Contractor's proposal attached hereto as Exhibit "A" and incorporated herein by this reference. All work shall be done in a proper and workmanlike manner and in compliance with all applicable standards and manufacturer recommendations and in accordance with the Contract.

EXECUTED, this _____ day of _____ for the CONTRACTOR,
RESTOREWELL LLC 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

RestoreWell RestoreWell LLC

191 Birch-Bay Lynden Road
Lynden, WA 98264
Mitigation/Restoration Dept: (360)441-8096
Main Office: (360)354-4145

Client: City of Sumas/Sunny
Property: 1550 Sumas Ave
, Sumas, WA 98295

Home: (360) 201-5322

Operator: PAUL

Type of Estimate:

Date Entered: 1/13/2026

Date Assigned:

Price List: WABE8X_JAN26

Labor Efficiency: Restoration/Service/Remodel

Estimate: SUMASRODEO-121825-R

RESTORATION ESTIMATE TOTAL:

\$ 13,261.85

DOWN PAYMENT:

1ST PAYMENT UPON COMPLETION OF DRYWALL:

2ND PAYMENT UPON COMPLETION OF CABINETS:

3RD PAYMENT UPON COMPLETION OF FLOORING:

FINAL PAYMENT:

TO BE DETERMINED

Northwest Professional Services uses Xactimate Pricing Structure based on IICRC standards and Building Codes to provide restoration services. As an IICRC certified firm, we uphold industry standards for quality workmanship and customer satisfaction. Our estimates are subject to change if unforeseen circumstances or additional requirements arise during the project, potentially leading to increased costs. Factors like hidden damages, complex structures, material delays, or scope changes can impact the final project cost. Payment structure for Restoration work is 100% of Materials and 50% of Labor as down payment.

We operate as a General Contractor and apply Overhead and Profit, plus Supervisor hours to projects involving multiple trades or subcontractors.

Payment is required upon completion, with a Late Fee of 10% after 30 days. Restoration work can begin after payment for Mitigation and approval of the scope. We appreciate your trust in us and are available to address any questions or concerns.

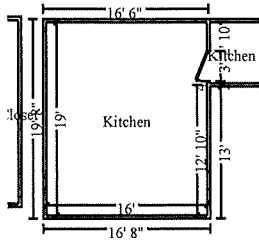
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SUMASRODEO-121825-R

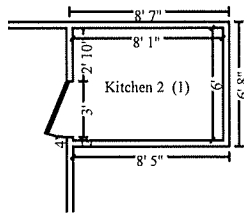
SUMASRODEO-121825-R

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
MISC					
1. Commercial Supervision / Project Management - per hour	4.00 HR	0.00	161.67	56.91	703.59
Total: SUMASRODEO-121825-R				56.91	703.59

Main Level



Kitchen		Height: 14'	
980.00 SF Walls		304.00 SF Ceiling	
1,284.00 SF Walls & Ceiling		304.00 SF Floor	
33.78 SY Flooring		70.00 LF Floor Perimeter	
70.00 LF Ceil. Perimeter			



Subroom: Kitchen 2 (1)		Height: 14'	
394.33 SF Walls		48.50 SF Ceiling	
442.83 SF Walls & Ceiling		48.50 SF Floor	
5.39 SY Flooring		28.17 LF Floor Perimeter	
28.17 LF Ceil. Perimeter			

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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APPLIANCES

2. Atosa USA Merchandiser Refrigerator w/ 2 Sliding Glass Door, 44.9 cu. ft.	1.00 EA	0.00	2,600.00	228.80	2,828.80
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Atosa USA MCF8727GR 54" 2-Section Merchandiser Refrigerator w/ 2 Sliding Glass Door, 44.9 cu. ft.

CABINETS

3. Cabinetry - lower (base) units	25.00 LF	0.00	306.37	674.01	8,333.26
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PLUMBING

4. Sink - single - Detach & reset	1.00 EA	0.00	216.54	19.06	235.60
5. Plumbing fixture supply line	2.00 EA	0.00	27.32	4.81	59.45
6. P-trap assembly - ABS (plastic)	1.00 EA	0.00	86.75	7.63	94.38

DOORS

7. Interior door unit	1.00 EA	0.00	405.75	35.71	441.46
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CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Paint door slab only - 2 coats (per side)	1.00 EA	0.00	81.09	7.14	88.23
9. Door knob - interior	1.00 EA	0.00	78.94	6.95	85.89
FINAL CLEAN					
10. Final cleaning - construction - Residential	352.50 SF	0.00	1.02	31.64	391.19
Totals: Kitchen				1,015.75	12,558.26
Total: Main Level				1,015.75	12,558.26
Line Item Totals: SUMASRODEO-121825-R				1,072.66	13,261.85

Grand Total Areas:

2,855.25 SF Walls	788.01 SF Ceiling	3,643.26 SF Walls and Ceiling
788.01 SF Floor	87.56 SY Flooring	254.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	254.83 LF Ceil. Perimeter
788.01 Floor Area	872.95 Total Area	2,855.25 Interior Wall Area
3,065.42 Exterior Wall Area	254.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

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Summary for Dwelling

Line Item Total	12,189.19
Sales Tax	1,072.66
Replacement Cost Value	\$13,261.85
Net Claim	\$13,261.85

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Recap of Taxes

	Sales Tax (8.8%)
Line Items	1,072.66
Total	1,072.66

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Recap by Room

Estimate: SUMASRODEO-121825-R	646.68	5.31%
Area: Main Level		
Kitchen	11,542.51	94.69%
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Area Subtotal: Main Level	11,542.51	94.69%
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Subtotal of Areas	12,189.19	100.00%
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Total	12,189.19	100.00%

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Recap by Category

Items	Total	%
APPLIANCES	2,600.00	19.61%
CABINETRY	7,659.25	57.75%
CLEANING	359.55	2.71%
DOORS	405.75	3.06%
FINISH HARDWARE	78.94	0.60%
LABOR ONLY	646.68	4.88%
PLUMBING	357.93	2.70%
PAINTING	81.09	0.61%
Subtotal	12,189.19	91.91%
Sales Tax	1,072.66	8.09%
Total	13,261.85	100.00%

