



City of Sumas Request for Council Action

Meeting Date: November 10, 2025

Subject:

FEMA - DR 4309 PW 202,

Department: Streets

Prepared By: Sunny Aulakh

Agenda Location:

☐ Public Hearing ☐ Old Business ☒ New Business ☐ Staff Reports

Brief Summary:

This project addressed roadway damage sustained during the 2017 disaster event on Kneuman Rd. The work consists of removing and replacing damaged asphalt section near 3784 Kneuman Rd approximately 12,680 square feet to pre-disaster condition. There is a 12.5% match required by the city which will come out of the Street fund.

The City solicited three requests for bids, receiving two responses. Bids were as follows:

Asphalt Northwest LLC – \$67,802.00,
Western Refinery Services (WRS) – \$92,300.00,
Ritter Dirt & Asphalt – no bid submitted.

Contract is prepared with the lowest bidder, for approval.

Legal Review: ☒ Reviewed ☐ Not Reviewed ☐ Review Not Required

Staff Recommendation:

We recommend going with Asphalt Northwest LLC as they are the lowest bidder.

Senior Staff Review:

- ☐ Mayor
- ☒ Finance Director
- ☒ City Clerk
- ☒ Public Works Director

Budget Implications:

- ☐ Current Budget
- ☒ New Budget Request
- ☐ Non-Budgetary

CITY OF SUMAS, WASHINGTON
Public Work Agreement
2025 – Kneuman Road Repaving Project
..FEMA: PA-10-WA-4309-PW-00202(232)

The CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter the "City"), and ASPHALT NORTHWEST LLC, 144 River Road, 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 Public Works 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 Kneuman Road Repaving Project (the "Project") in accordance with the Contract, which includes this Agreement, and any Bid Specifications and other Bid Documents, 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, as modified or supplemented by the Special Provisions of the Contract, and 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 Loren VanderYacht 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. Contractor shall provide the City with all information regarding its licensing status and all other information reasonably requested by the City related to this Agreement.

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 Specifications, modified as follows: a) Owners and Contractors Protective ("OCP") insurance is not required.

H. This Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction. To the extent any of the terms or conditions set forth in any exhibit or attachment hereto, including attached Exhibit "A", are inconsistent with any provision of this Agreement, the provisions of this Agreement will control.

I. 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 bid item contract. Contractor will be paid in accordance with the Contract and schedule of unit or itemized prices set forth in Contractor's completed Bid Proposal for actual quantities of each item of work completed. Based upon the estimated quantities and schedule of unit or itemized prices contained in Contractor's completed Bid Proposal, the estimated total contract price is \$67,802.00, inclusive of bid items totaling \$67,802.00 and sales tax of \$0.00. Contractor's bid proposal is attached and incorporated herein as Exhibit "A".

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, as well as any applicable federal laws and regulations. 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 21 days of Notice to Proceed Date and shall Physically Complete work within 30 Working Days.

B. Scope of Work: Contractor shall provide all labor, materials, equipment, traffic control, and incidentals to repave Kneuman Road and complete the Project in accordance with the Contract. 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,
ASPHALT NORTHWEST 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



CITY OF SUMAS

433 Cherry Street/PO Box 9, Sumas, WA 98295
P: (360) 988-5711 F: (360) 988-8855

Location: Beginning approximately 26 feet west of the centerline of the driveway to 3784 Kneuman Road

Total Area: 12,680 square feet

Item No.	Description of Work	Estimated Quantity	Unit	Unit Price (\$)	Total Price (\$)
1	Excavation and removal of unsuitable subgrade material	12,680	SF	\$1.00	\$12,680.00
2	Disposal of removed materials (asphalt and subgrade)	12,680	SF	.20¢	\$2,536.00
3	Re-compaction and preparation of subgrade	12,680	SF	.40¢	\$5,072.00
4	Supply and install 3" hot-mix asphalt (HMA)	12,680	SF	\$3.50	\$44,380.00
5	Seal saw-cut joints	12,680	SF	.05¢	\$634.00
6	Roadway striping and pavement markings	1	LS		\$2,500.00
TOTAL BID AMOUNT (in figures):					<u>\$67,802.00</u>

TOTAL BID AMOUNT (in words):

SIXTY SEVEN THOUSAND EIGHT HUNDRED + TWO DOLLARS + 00/100.

Contractor Information

Company Name: ASPHALT NORTHWEST LLC

Contact Person: LOREN VAN DER YACHT

Address: 144 RIVER RD LYNDEN, WA 98264

Phone: 360-510-5141 Email: loren@asphaltnorthwest.com

Signature: [Signature]

Date: 10/30/25

Notes:

WE CAN START THE PROJECT WITHIN 3 WEEK OF AWARD.

- Prices shall include all labor, materials, equipment, traffic control, and incidentals required to complete the work per specifications.

Bid Submission:

Bids must be submitted by **October 30, 2025** to:

Michelle Quinn: mquinn@cityofsumas.com

Exhibit A