

City of Sumas Request for Council Action

Meeting Date: March 10, 2025

Subject:

Asphalt Crack Sealing

Department: Street Department

Prepared By: Michelle Quinn

Agenda Location:

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

Brief Summary:

Call for Bids - To Perform Asphalt Crack Sealing.

The City received a TIB Grant for \$38,000.00, to cover the asphalt crack sealing project.

City's match will be five percent of the project.

BIDs Received;

BCV Inc - Quote is \$0.74 a linear foot

Huizenga Enterprises - Quote is \$0.84 a linear foot

CR Contracting - Quote is \$1.25 a linear foot

WRS - Quote is \$1.91 a linear foot

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

Staff Recommendation:

Staff is recommending to accept the bid from BCV Inc for the asphalt crack sealing project. A contract will be brought back to council for approval

Senior Staff Review:

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

Budget Implications:

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



CITY OF SUMAS

433 Cherry Street/PO Box 9, Sumas, WA 98295

P: (360) 988-5711 F: (360) 988-8855

CALL FOR BIDS

To perform asphalt crack sealing using compressed air and hot air lance. Applicants would also clean all cracks of dirt and vegetation and clean dry cracks of moisture. All cracks must be filled in asphalt with road tar and apply DeTack to crack sealant as required. Areas that are heavily alligatored are not to be completed. Applicants must also barricade the work area where necessary.

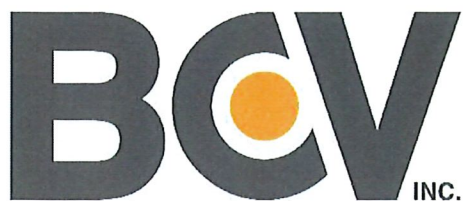
Project area includes the following streets:

- Garfield Street (Railroad tracks to Heron Lane)
- Roosevelt Court (All)
- Jefferson Court (All)
- Lincoln Circle (All)
- Wilson Lane (All)
- Taylor Court (All)

Application materials must include the following information:

- Full Description of work to be performed
- Estimated cost per linear foot
- Statement of qualifications to perform the project

Applications must be submitted by 5:00 PM on **March 6, 2025**. Please submit all applications in person at 433 Cherry St, Sumas, WA or email to saulakh@cityofsumas.com.



Crack Sealing • Joint Sealing • Patching

3/6/2025

City of Sumas Public Works Department
Attn: Sunny Aulakh
433 Cherry St
Sumas, WA 98295

Project: 2025 Crack Seal

Re: Work Description
Estimated Cost Per Lineal Foot
Statement of Qualifications

Sunny,

Enclosed is our bid for the City of Sumas – Crack Seal Project. Included in our bid price are the following services and costs:

Mobilization
Labor
Supplies and Materials
Traffic Control
Resident Notification As Needed
All Other Costs Incidental To Provide A Quality Product
1 Year Warrenty On Workmanship and Materials

As a descipion of work we propose to apply crack sealant in accordance with WSDOT standards and the manufacturer recommendations which include cleaning cracks with compressed air and a hot air lance, removal of vegetation, ensuring that cracks are clean and dry prior to sealing, sealing cracks in a neat and tidy fasion, and applying DeTack to prevent vehicles and foot traffic from damage. We only use Crafcu sealants listed on the WSDOT Qualified Products List.

Our cost per lineal foot is provided on the enclosed bid sheet.

As to our qualifications, BCV is a small business that is family owned and operated. We have specialized in crack sealing, joint sealing, patching, seal coating, and traffic control since 1995.

I have been involved with the business for 30 years, have managed it for 19 years, and as a contractor have facilitated many public work agencies and pavement maintenance programs.

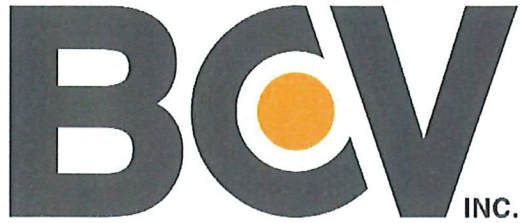
Our company is comprised of many dedicated employees, many of whom have been employed with BCV for 10-15 years. All of our team members are certified flaggers and we have 3 Traffic Control Supervisors.

We have experienced personnel, well maintained equipment, and the traffic control devices necessary to complete your project safely, efficiently while providing a quality product.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Manning", with a stylized flourish at the end.

Brett Manning
President



Crack Sealing • Joint Sealing • Patching
Since 1995

Bid Sheet

BCVIN**994CF CCB# 113229

Send to: City of Sumas	From: Brett Manning
Attention: Sunny Aulakh	Address: PO BOX 2898 Wenatchee, WA 98807
	Date: 3/6/2025
	Phone Number: (509) 521-8528 Email: brett.bcvinc@gmail.com

Project: City of Sumas – 2025 Crack Seal Project

Quantity	Item	Units	Description	Unit Price	Total
1	1	Lineal Feet	Crack Sealing Per City of Sumas "Call For Bids", WSDOT Standards, and Manufacturer Installation Instructions	\$0.74	\$0.74
BCV Inc is Licensed, Bonded, and Insured.				Total	\$0.74



Huizenga Enterprises
Asphalt Industries
PO Box 31944
Bellingham, WA 98228

Estimate

Date	Estimate #
3/5/2025	11601

Name / Address
City Of Sumas Sunny Aulakh 433 Cherry St P.O. Box 9 Sumas, WA 98295

Terms	Project
	2025 City Crack Sealing

Description
City Of Sumas:2025 City Crack Sealing ASPHALT CRACK SEALING USING AIR COMPRESSOR AND HOT AIR LANCE, DRY AND CLEAN ALL CRACKS OF DIRT AND VEGETATION. SEAL ALL CRACKS IN ASPHALT WITH ROAD TAR. CRAFCO 543 AREA'S THAT ARE HEAVILY ALLIGATORRED ARE NOT TO BE COMPLETED. APPLY DETACK TO CRACK SEALANT AS REQUIRED. BARRICADE WORK AREA. TOTAL TO BE DETERMINED UPON COMPLETION AND INVOICED AT UNIT PRICE OF \$0.84 PER L.F. ROADS TO BE COMPLETED. GARFIELD ST. (RAILROAD TRACKS TO HERON LANE) ROOSEVELT COURT (ALL) JEFFERSON COURT (ALL) LINCOLN CIRCLE (ALL) WILSON LANE (ALL) TAYLOR COURT (ALL) SET UP REGULATION TRAFFIC CONTROL. SUPPLY FLAGGING TRUCK, SIGNS AND FLAGGER FOR WORK TO BE COMPLETED. Government/Public Road Construction

Subtotal	\$0.84
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Estimator Richard Huizenga - Richard@HuizengaEnterprises.com

www.AsphaltIndustries.net

www.HuizengaEnterprises.com



C.R. Contracting, LLC
P: (541) 306.6216
F: (541) 610.1715
Strickler Ave. Ste. 100
Bend, OR 97703
www.crcontract.com

Work to Be Performed

With 18 years of experience, C.R. Contracting brings proven expertise in delivering reliable, high-quality roadway maintenance services to the City of Sumas, WA.

1. Traffic Control:

C.R. will provide all necessary traffic control measures, including signs, delineation, and flaggers, ensuring the safety of workers and the public. Our team will adhere to local traffic regulations, adjusting the plan as needed to maintain a smooth and safe traffic flow around the work area.

2. Crack Sealing:

Our team will perform crack sealing on the designated pavement areas within the City. The procedure will include the following steps:

- **Cleaning:** Cracks will be cleaned and dried using a hot air lance to ensure proper adhesion of the crack sealant and to remove debris, moisture, and contaminants.
- **Sealing:** Once the cracks are prepared, we will apply high-quality crack sealant material according to industry standards and manufacturer guidelines. Our sealing process is designed to restore the pavement's structural integrity and prevent further damage or deterioration.
- **Detac Application:** To protect the newly applied crack seal material from damage by vehicle traffic, we will apply a detackifier (Detac) to the surface. This step ensures that the material does not stick to vehicle tires as it cures, maintaining its effectiveness and longevity.

All work will be performed using specialized equipment, following strict safety protocols and quality standards. We are committed to providing long-lasting, effective solutions.

Quotation

Thank you for the opportunity to quote your project!

64435 Strickler Ave, Ste 100 Bend OR 97703

Office: 541.306.6216

Fax: 541.610.1715

estimating@crcontract.com

www.crcontract.com

Date: 03/06/2025

Expires: 04/05/2025

Estimator: Ryan Otis
541-272-7652
ryano@crcontract.com



CONTRACTING

A Pavement Solutions Company

Project: City of Sumas - Asphalt Crack Sealing

Agency: Sumas, City of (WA)

Location: Sumas, WA

Item #	Qty	Unit	Description	Unit Price	Total Price
1	1.00	FT	Crack Seal	\$ 1.25	\$ 1.25
Subtotal					\$ 1.25

Accepted By:

Date:

Total Bid:

\$ 1.25

Exclusions:

Included In Quote:

All Labor, Material, and Equipment to perform crack seal.
Erosion Control / Pollution Control / Spill Prevention plan
Crack Cleaning
Traffic Control / Notifications / No Parking Signs
Mobilization includes one (1) move-in.
Addendums Acknowledged: 0

AK# 2099748 AZ# ROC 351383 CA# 1119858 CO# 20241062721 ID# 019545-B-4 KS# 10009971 MT# 214976 NE# 2404096071 NM# 419552 NV# 0080110 OK# 3713759982 OR# 174967 TX# 805704675 UT# 12167874-5501 WA# CRCONRC896DG WY# 2016-000711604



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Section 20-02 Evidence of Competency

C.R. Contracting, LLC has provided pavement rehabilitation services for over 18 years. We are currently licensed in Oregon, Washington, Idaho, Montana, Wyoming, Nevada, Arizona, Texas, California, Colorado, New Mexico, and Utah. We have experienced project managers, field supervisors, and crew members who are dedicated to communication and quality of work. We provide accurate bids, covering all aspects of a project, resulting in quality work that is completed on time. C.R. Contracting, LLC has multiple experienced crews, allowing us to be available and, most importantly, flexible. Our focus has been on providing pavement rehabilitation services, including crack and joint sealing, asphalt and concrete patching, asphalt and concrete surface treatments, as well as pavement markings. Our clients include but are not limited to, cities, counties, states, airports, and DOTs, as well as commercial and HOA customers.

Listed below are recent projects completed by C.R. Contracting, LLC, and a list of key personnel that would be available for the work. Equipment available is attached.

Project Name: 2023 Pavement Preservation Program Local Street Repair

Contract Amount: \$ 237,250.00 & Completed Date: 06/21/2023, Project Duration 2 Weeks
Project Owner: City of Eugene, OR (Engineering Division, Public Works Department)
Project Owner Address: 99 East Broadway, Suite 400 Eugene, OR 97401
Project Contact: Doug Reubell, Engineering Division, (541)682.5291
Project Superintendent: Brennan Padilla

Project Name: Pavement Preservation- 231st Ct. 237th Ave, A/C Patching, Crack Sealing, & Slurry Seal

Contract Amount: \$129,534.00 & Completed Date: 08/08/2023, Project Duration 3 Weeks
Project Owner: City of Wood Village, OR (Public Works Department)
Project Owner Address: 24200 NE Halsey St., Wood Village, OR 97060-1095
Project Contact: Kyler Roberts, Engineering Technician, (503) 489.6862
Project Superintendent: Tyler Vetter

Project Name: Airport Way & Frontage Road Seal

Contract Amount: \$399,308.00 & Completed Date: 09/2/2023, Project Duration 2 Weeks
Project Owner: Port of Portland, OR (Engineering Department)
Project Owner Address: Airport Way, Hoquiam, WA 98550
Project Contact: Anthony Sherlock - Project Engineer III, (253) 299.5706
Project Superintendent: Brennan Padilla



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Project Name: 2024 Pavement Crack Seal Application

Contract Amount: \$129,656.00 & Completed Date: 07/31/2024, Project Duration 1 Week
Project Owner: City of Sumner, WA (Public Works Department)
Project Owner Address: 1104 Maple Street, Sumner, WA 98390
Project Contact: Gursimran Singh, City Engineer, (253) 409.6065
Project Superintendent: Robert Michael

Project Name: US20-Crack Sealing MP 43-62

Contract Amount: \$156,042.00 & Completed Date: 10/25/2024, Project Duration 2 Weeks
Project Owner: Oregon Department of Transportation
Project Owner Address: 63055 N. Hwy 97 Bldg. M Bend, OR 97701
Project Contact: Dave Dethloff, Region 5 Contract Coordinator, (503) 569.8793
Project Superintendent: Robert Michael

Project Name: FY2024-2025 Crack Sealing Contract

Contract Amount: \$68,018.00 & Completed Date: 11/07/2024, Project Duration 1 Week
Project Owner: City of Beaverton, OR (Public Works Department)
Project Owner Address: 12725 SW Millikan Way Beaverton, OR 97076
Project Contact: Michael Phillips, Purchasing Manager (503) 341.8631
Project Superintendent: Robert Michael

Project Name: 2024 Local Street Repairs Project

Contract Amount: \$150,431.00 & Completed Date: 08/02/2024, Project Duration 1 Week
Project Owner: City of Eugene, OR (Public Works Department)
Project Owner 180 W 8th Avenue, Suite 200 Eugene, OR 97401
Project Contact: Doug Reubell, Project Manager, (541)501.0341
Project Superintendent: Robert Michael

Project Name: Crack Sealing and Slurry Seal 2024

Contract Amount: \$132,605.50 & Completed Date: 10/05/2024, Project Duration 2 Days
Project Owner: City of Fairview, OR (Public Works Department)
Project Owner 1300 NE Village Street, Fairview, OR 97024
Project Contact: Miguel Sanchez, Civil Engineering Technician, (503)674.6234
Project Superintendent: Alec Sullivan



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Key Personnel

Name	Title	Experience
Russell Davis	President	27 years of experience in asphalt rehabilitation
Joseph Adam	General Manager	10 years of construction/management
Tyler Vetter	Director of Construction Operations	14 years of experience in Project Management
Robert Michael	Project Manager	10 years of experience in Project Management
Devin McAllister	Director of Construction Logistics	10 years of experience in Asphalt/Paving Materials
Brian Anselm	Mountain West Division Manager / Estimator	20 years of experience as a Project Estimator
Brennan Padilla	Pacific West Division Manager / Estimator	6 years of experience as a Project Manager/ Foreman
Ryan Otis	Senior Project Manager	4 years of experience as a Project Manager



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C.R. Contracting Equipment List

Year	Description	Model
	Numerous Hand Blowers	BR600
	Numerous Backpack Blowers	P8- 250LN
	Numerous Weed Eaters	150BT
	Billy Goat Push Blower	F1302
2000	Crafco Crack Sealer	Super Shot 125
2020	Crafco Crack Sealer	Super Shot 250
2021	Crafco Crack Sealer	Super Shot 250
2022	Crafco Crack Sealer	Super Shot 250
2022	Crafco Crack Sealer	Super Shot 250
	Fabric Implement	
	Fabric Implement	
	Fabric Implement	
2020	Fabric Implement	
2006	Caterpillar Asphalt Roller w/ Broom	CB-114
	Plate Compactor Mustang	LF-88
	Sealcoat Trailer Tank	
	Broom, Beinsink Rotary	RPHGX
	Powermate Edger	P-WLE
	Pressure Washer	EA190V
	Pavement Router	
	Pavement Router	
	Pavement Router	
	Pavement Router	
	Pavement Router	
	Pavement Router	
2014	Graco Striper	Line Lazer 3400
2021	Graco Striper	Linelazer V 200HS
2024	Graco Striper	Linelazer V 200HS
2024	Graco Striper	Linelazer V 200HS
2017	Graco Striper	Standard Series
2018	GSB Hand Sprayer	



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Year	Description	Model
1998	Kubota Tractor	L3900
2015	Kubota 4WD Tractor w/ Hydraulic Trans.	L3901HST
2008	Kenworth Truck	T800
2015	Peterbilt	384
2025	Peterbilt	567
2009	Bearcat Asphalt Distributor	BC501-16D
2018	Bearcat Asphalt Distributor	BC502-18D
2024	Bearcat Asphalt Distributor	BC502-20D
1967	Tanker Trailer Beall	
1980	Tanker Trailer Beall	
	Bearcat Sander Hitch Mnt	
	Bearcat Sander Hitch Mnt	
	Bearcat Sander Hitch Mnt	
2002	WeHaul Featherlight (30 Ft) Trailer	
2006	Olympic Flatbed Tilt Trailer	OM14-2E
2009	Mirage Flatbed Tilt Trailer	
2010	Load Runner Cargo Trailer (6 Ft)	ILRD508SAFS
2007	Load Trail Dump Trailer	
	Enclosed 16' Cargo trailer	
	Traffic Control Equipment (cones, etc.)	
	Numerous Company Vehicles (Flat bed, Regular Bed, Etc.)	
	Numerous Air Compressor rentals	
	Numerous Equipment Rentals	



2380 Grandview Rd. | Ferndale, WA 98248
Office: (360)366-3303 | Cell: (360)220-5523 | Fax: (360)366-3304
LICENSE #WESTERS101JS

PROPOSAL/CONTRACT AGREEMENT

Contracting Party:

Location & Project Name:

March 6, 2025

City of Sumas	City of Sumas – 2025 Crack Sealing
PO Box 9	PO Box 9
Sumas, WA 98295	Sumas, WA 98295
Phone: 360-201-5322	Email: saulakh@cityofsumas.com

APPROX. QUANTITY	UNIT OF MEASURE	DESCRIPTION / SCOPE OF WORK	UNIT PRICE	TOTAL PRICE
0	LF	Crack Sealing:	\$1.91	\$0.00
		• Perform asphalt crack sealing using compressed air and hot air lance.		
		• Clean all cracks of dirt and vegetation and clean dry cracks of moisture.		
		• All cracks to be filled in asphalt with road tar and De-Tack applied as necessary.		
		• Barricade the work area where necessary.		
		❖ Areas that are heavily alligatored are not to be completed.		
		Project Areas: Garfield Street (Railroad tracks to Heron Lane), Roosevelt Court (All), Jefferson Court (All), Lincoln Circle (All), Wilson Lane (All), Taylor Court (All).		



2.5% convenience fee will apply on all credit card payments.

Approximate Total:

\$1.91 per/LF

(Sales Tax & Option(s) are not included in price, if applicable)

- Unless outlined above, **Exclusions Include:**
- Utility Patching/Adjustments Sawcutting
 - Compaction Testing
 - Engineering/Design/Drawings
 - Excessive Site-Prep for atypical conditions. (post-construction/spills/overgrowth/etc. require pressure washing, street sweeping, landscape/cutback)
 - Installation and/or Repair of: Extruded Curbing, Wheelstops, Striping, Thermoplastic, Joint Sealing, Parking Lot Signs/Posts, etc.

WRS' proposed prices herein assume that WRS' work hereunder will be complete on or before: Unless Contracting Party has signed and returned this agreement within thirty (30) calendar days of the date first stated above, WRS' proposal shall be null and void. This proposal is subject to the General Conditions attached herein.

Contracting Party's signature on one copy returned to WRS will render this a legal contract for the performance of the above work.

Contracting Party's signature also acknowledges receipt of WRS' Notice to Customer statement attached hereto.

Approved by Contracting Party:

Western Refinery Services, Inc.

By:

Estimator | Patrick Wells | patrick.wells@wrsweb.com

Date:

How Did You Hear About WRS?

General Provisions

1. DEFINITIONS. As used herein, (i) "Contractor" shall mean Western Refinery Services, Inc., or any division thereof; (ii) "Contracting Party" shall mean the person or entity purchasing materials and/or services as set forth on the front page hereof and pursuant to these General Provisions; and (iii) "Agreement" shall mean the contract formed between Contractor and Contracting Party by Contracting Party's acceptance of those terms and conditions set forth on the front page hereof and these General Provisions.

2. ACCEPTANCE. Unless Contracting Party has signed and returned this Agreement to Contractor within thirty (30) calendar days of the date first stated on the front page hereof, Contractor's proposal shall be null and void. Any revisions, changes, or modifications made or suggested to the proposal, or in other writing issued by Contracting Party for purposes of accepting the proposal set forth herein, shall be null and void and shall not become a part of the Agreement unless agreed upon in writing by Contractor and Contracting Party.

3. COST ESCALATION FOR ASPHALT. Contractor's proposal herein is based upon local vendor posted prices for liquid asphalt as of the date of Contractor's proposal. In the event the actual prices at time the work is performed exceed such posted prices, the Contract Price shall be equitably adjusted by a change order to reflect such increase. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

4. CREDIT VERIFICATION. This Agreement is subject to Contractor's verification of Contracting Party's credit and Contractor's determination that such credit is adequate or satisfactory to Contractor. Contractor reserves the right to withdraw its proposal should Contractor reasonably determine that such credit verification is unsatisfactory or inadequate.

5. TERMS OF PAYMENT. Unless otherwise provided for herein, payment shall be due to Contractor within ten (10) days of the date of any invoice issued by Contractor to Contracting Party. Interest shall accrue on all overdue invoices at the rate of one and a half percent (1.5%) per month (eighteen percent (18.00%) per annum) or the highest rate allowed by law, whichever is lower.

6. SCHEDULE. This Agreement is subject to Contractor's review and approval of the Contracting Party's schedule. Contracting Party shall coordinate with any other contractors and subcontractors' work to prevent any delay or interference with Contractor's work.

7. CHANGES. Contracting Party may, without invalidating this Contract, order extra work, orally or in writing, or make changes by altering, adding to, or deducting from the work, and the Contract Price and Contract Time shall be adjusted accordingly. All such work shall be executed under the conditions hereof. Contractor may require a written change order prior to proceeding with the work, or may proceed with the work and thereafter prepare a change order documenting the change in the Contract Price or Contract Time. If additional work has been accepted by Contracting Party, payment shall be made to Contractor with the next regular payment as provided herein. In case of any dispute over the adjustment of the Contract Price or Contract Time, Contractor shall proceed with the Work so long as the Contracting Party timely pays Contractor all undisputed amounts, plus fifty percent (50%) of the disputed amount, and provides a detailed written explanation of the reason for the dispute, and as such, the dispute shall be resolved in accordance with the procedures set forth herein.

8. PROPERTY LINES. Contracting Party warrants that Contracting Party knows the actual location of all legal property lines and that, prior to commencement of work hereunder, Contracting Party shall place stakes clearly indicating such property lines.

9. PERMITS. Any permits that must be secured prior to commencement of the work hereunder shall be secured and paid for by Contracting Party.

10. DELAYS. If Contractor is delayed at any time in the commencement or progress of the work by: Contracting Party, any employee or agent of Contracting Party, any separate contractor employed by Contracting Party, changes ordered in the work by Contracting Party, labor disputes, fire, abnormal adverse weather conditions, force majeure, unusual delay in transportation or materials, labor shortages or unavailability, action or inaction of public authorities not arising out of fault of Contractor, casualties, or any other causes beyond Contractor's reasonable control, then the Contract Time shall be extended and the Contract Price shall be increased by change order for a period of time and in an amount reasonably necessary to alleviate the effect of such events on Contractor. Contractor reserves the right to terminate this Agreement if an equitable adjustment cannot be agreed upon by Contracting Party and Contractor. Payment for any such adjustment shall be made in accordance with the terms and conditions of this Agreement.

11. HAZARDOUS SUBSTANCES. Contracting Party agrees to indemnify, defend, and hold harmless Contractor and its employees and subcontractors from liability related to the existence of hazardous substances at the project site, unless such liability results directly from hazardous substances brought on to the project site by Contractor or its subcontractors, or arises out of the negligence or wrongful act of Contractor or its subcontractors. If Contractor encounters a substance on the project site which Contractor believes is a hazardous substance, Contractor shall immediately notify Contracting Party and shall cease work, in whole or in part, and any delays (and costs arising therefrom) shall be Contracting Party's responsibility.

12. TERMINATION FOR CAUSE. In the event that Contracting Party fails to timely pay for the work, Contractor shall be entitled to exercise any remedy provided by law or this Agreement, including, without limitation (i) cessation of further work until payment has been made and Contractor Party provides adequate assurances of future performance; (ii) termination of this Agreement; (iii) a lawsuit for monies owed; and (iv) foreclosure of a lien against the property on which the work was performed. All of these remedies shall be cumulative and in addition to any other remedies provided by law or equity. If the Contractor defaults, or neglects to carry out the work in accordance with this Agreement, Contracting Party shall provide thirty (30) working days' written notice of the default with an opportunity to cure. If Contractor fails to timely correct said default, or fails to commence and continue correction of such default with diligence and promptness, Contracting Party may terminate this Agreement in writing.

13. INDEMNITY. Contractor shall indemnify and hold harmless Contracting Party from and against claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the work hereunder; provided, however, that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Contracting Party shall indemnify and hold harmless Contractor from and against claims, damages, losses, and expenses, including, but not limited to attorneys' fees, to the extent caused by negligent acts or omissions of Contracting Party or anyone directly or indirectly employed by it, or anyone for whose acts it may be liable.

14. WARRANTIES. The Contractor warrants to the Contracting Party that materials furnished under the Agreement will be of good quality and new (unless otherwise required or permitted by the Agreement), that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Agreement. This warranty shall extend for a period of one (1) year from the date of substantial completion of the work or the use of the project by the Contracting Party, whichever occurs first. Except as otherwise provided herein, Contractor makes no warranties or representations of any kind, express or implied (including no warranty of merchantability or fitness for a particular purpose), and none shall be implied by law. The warranty shall not apply to any damage or loss to the work occasioned by Contracting Party's failure to perform ordinary and reasonable maintenance during the warranty period and/or any written notice of defects received after the one (1)-year period. Contracting Party agrees that oral agreements, statements, and representations made by Contractor and its employees or agents shall not constitute a warranty of any kind.

15. TIME LIMITATIONS ON CLAIMS. Any actions arising out of or related to Contractor's performance of the work, including any action arising under the Agreement, must be commenced with one (1) year after substantial completion of Contractor's work hereunder, and no such action may be maintained which is not commenced within such one (1)-year period.

16. LIMITATION OF LIABILITY. Contractor's sole liability and Contracting Party's sole and exclusive remedy for any and all damages (whether special, direct, incidental, consequential, or other) sustained by Contracting Party or others arising from Contractor's performance of the Agreement shall be limited to correcting defective work. In no event shall Contractor be liable to Contracting Party or any third party for more than the amount of Contractor's proposal, or for any delay damages or other consequential damages of any kind or nature. Under no circumstances shall Contractor be liable for (i) damage to or breakage of underground pipes, conduits, or utilities; (ii) damage to approaches (including sidewalks) from the street to the property line; (iii) damage to the completed pavement surface due to the action of petroleum-product spillage; (iv) subgrade failure or utility ditch failure; or (v) growth of horsetail weeds, morning glories, deep-rooted ferns, or perennials subsequent to the application of soil sterilization (weed killer) that have not reached maturity prior to such application. Any soil sterilization provided for in the Agreement shall be applied at the rate specified by the manufacturer thereof. Notwithstanding any other provision of this Agreement, Contractor shall not be liable to Contracting Party for any consequential damages incurred due to the fault of Contractor, its agents, employees, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

17. ARBITRATION/ATTORNEYS' FEES. At the Contractor's sole option, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of or relating to this Agreement shall be decided by arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or by an arbitrator mutually agreed upon by the parties. If Contractor elects to arbitrate any such dispute, Contractor and Contracting Party agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If the Contractor does not select Arbitration as the means of dispute resolution, all claims, disputes, and other matters in question between Contractor and Contracting Party arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington, regardless of where the Project was located. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs, and expert fees incurred. The parties expressly waive their rights to a jury trial.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. SEVERABILITY. In the event that any paragraph, part, term, or condition of this Agreement is construed or held to be void, invalid, or unenforceable by an arbitrator or court of competent jurisdiction, the remaining paragraphs, parts, terms and conditions of the Agreement shall not be affected and shall remain in full force and effect.

20. VOLUNTARY CONTRACT. Each of the parties to this Agreement has carefully and fully read and understands the terms and conditions hereof, has had full opportunity to consult with legal counsel regarding its meaning and effect, and is entering into this Agreement freely and voluntarily through a representative who is fully authorized and empowered to sign on its behalf.

21. ENTIRE AGREEMENT. Contracting Party and Contractor intend that the proposal, those terms and conditions on the front of the page hereof, these General Provisions shall constitute the final, complete, and exclusive Agreement between the parties. This Agreement supersedes all other prior or contemporaneous agreements, representations, understandings, and promises, oral and/or written, by or between the parties, with respect to the subject matter hereof. Contracting Party further acknowledges and agrees that in entering into this Agreement, Contracting Party has not and is not relying upon any contemporaneous agreements, representations, understandings, and promises, oral and/or written, made by Contractor. No course of dealings between the parties shall be relevant or admissible to explain, supplement, or vary the terms of this Agreement. No amendment or modification of this Agreement shall be effective or binding upon the parties unless made in writing and executed by Contracting Party and Contractor.

State of Washington
NOTICE TO CUSTOMER

This Contractor is registered with the State of Washington, Registration No. WESTERS101JS, and has posted with the state a bond or deposit of Twelve Thousand Dollars (\$12,000.00) for the purpose of satisfying claims against the Contractor for breach of Contract, including negligent or improper work in the conduct of the contractor's business. The expiration date of this Contractor's Registration is 01/25/2025.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this Contractor. The bond or deposit is intended to pay valid claims up to Twelve Thousand Dollars (\$12,000.00) that you and other customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION, YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction Contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your Contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project, or an employee or subcontractor of your Contractor or subcontractors, is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The Contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Washington State's Department of Labor and Industries. I have received a copy of this disclosure statement.

(Signature of Customer)



Asphalt Project References:

City of Bellingham

Public Works Department

Attn: Todd Baker

210 Lottie St

Bellingham, WA 98226

(564)213-6373

tbaker@cob.org

- Asphalt Pavement Repairs 85B-2013
- Asphalt Pavement Repairs 65B-2017
- IDIQ Asphalt Repair Services 18B-2022
- IDIQ Asphalt Repair Services 8B – 2024-2027

BP Products North America

Retail Site Asphalt Maintenance

Attn: Bob Mooney

(206)450-0564

Bob.mooney@bp.com

- 2022 Grind & Pave – 25 Retail Locations in Washington & Oregon
- 2023 Grind & Pave – 15 Retail Locations in Washington & Oregon

Faber Construction

Attn: Ruben Hernandez

6951 Hannegan Rd

Lynden, WA 98264

(360)319-8643

ruben@faberconstruction.com

- 2024 Woburn Sanitary Sewer

RAM Construction

Attn: Josh Erholm

4290 Pacific Highway

Bellingham, WA 98226

(360)715-8643

jerholm@ramconstruction-wa.com

- 2024 Telegraph Rd

**Stremler Gravel Inc**

Attn: Steve Van Middendorp

Po Box 527

Lynden, WA 98264

(360)815-0400

steve@stremlergravel.net

- 2024 E Hannegan & Smith Rd Intersection Improvements

Whatcom County

Public Works Department

311 Grand Ave

Bellingham, WA 98225

(360)815-7232

kanderson@co.whatcom.wa.us

- 2019 Small Area Paving Project
- Marine Dr Reconstruction Project
- 2024 County Pre-Level (Carl Hendricks (360)778-6260)

City of Lynden

Public Works Department

Attn: Mark Sandal

300 4th St

Lynden, WA 98264

(360)354-3446

sandalm@lyndenwa.org

- 7th Street Rehabilitation Paving
- 2024 Jim Kaemingk Sr Trail
- W Front Street Improvements Paving

Port of Anacortes

Attn: Jenkins Dossen

317 Commercial Ave

Anacortes, WA 98221

(360)293-3134

Jenkins.dossen@portofanacortes.com

- 2024 Bartholomew Pavement Improvement # PROP - 24