

**CITY OF SUMAS, WASHINGTON**  
**Public Work Agreement**  
**2024 – Sumas Sewer System – Chemical Treatment Line Upgrade**

The CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter the "City"), and P&P EXCAVATING, LLC, 2499 East Smith Road, Bellingham, Washington, 98226, a duly-qualified Washington company 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 Sumas Sewer System Chemical Treatment Line Upgrade (the "Project") in accordance with the Contract, which includes this Agreement, applicable contract, project and bid documents, including the Contract Documents for the Project, including Bid Documents, Contract Forms, Specifications and Conditions, and Drawings, Contractor's Bid Proposal (Bid Form), applicable Standard Specifications for Road, Bridge and Municipal Construction, most recent Edition, issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA) ("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 Tom Pullar 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 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 lump sum contract. The total amount to be paid to Contractor for the work provided herein is \$60,085.89, which consists of the contract price of \$55,226.00 and sales tax of \$4,859.89. 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 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, including Davis-Bacon and Related Acts. 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 Date and shall complete work on or before December 1, 2024.

**B. Scope of Work:** Contractor shall provide all labor, materials, equipment, and permits for construction of the Sumas Sewer System Chemical Treatment Line Upgrade (the "Project"), which includes replacing and upgrading an existing poly pipe line running between a chemical tank and discharge port into the City's sewer system by installing a conduit to serve as a sleeve and a new pipeline inside the sleeve to be utilized for administering the chemical treatment process, and shall complete the Project in accordance with the Contract. A Scope Letter further describing the Project and an attached map showing the approximate location are attached and incorporated herein as Exhibit "B". 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,  
P&P EXCAVATING, LLC, by:

Sign: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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Mayor

Attest:

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City Clerk

Approved as to Form:

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City Attorney

# Estimate

2499 E. Smith Rd.  
 Bellingham, WA 98226

Date	Estimate #
9/24/2024	457A

Name / Address
City Of Sumas Public Works

P.O. No.	Project

Description	Qty	Rate	Total
Description of work: Install 6" line for under ground conduit, install 3 4x4 vaults, install 1" HDPE line thru conduit core drill 6" hole into building			
1. Equipment Mobilization	1	2,500.00	2,500.00
2. Excavator With Operator	1	6,420.00	6,420.00
3. Labor - install vault, HDPE	1	6,780.00	6,780.00
4. Cat 299D ASV With Operator	1	5,850.00	5,850.00
5. Kenworth Truck #18 with Driver	1	2,928.00	2,928.00
6. Pipe Zone Bedding	1	1,680.00	1,680.00
7. Core Drill	1	450.00	450.00
8. Waste Disposal	1	350.00	350.00
9. Asphalt Repair	1	650.00	650.00
10. Piping Materials using DR7 chemical line	1	27,618.00	27,618.00
Estimate Good through 10/02/2024		<b>Total</b>	

Phone #
360-592-5374

EXHIBIT A

P&P EXCAVATING, LLC

# Estimate

2499 E. Smith Rd.  
 Bellingham, WA 98226

Date	Estimate #
9/24/2024	457A

Name / Address
City Of Sumas Public Works

P.O. No.	Project

Description	Qty	Rate	Total
<p>Note: Due to event of unexpected conditions at the construction site, it may be necessary to require extra costs. Such costs shall be brought to your attention for approval before said costs are incurred by you. In the event of rock, charges are at time and materials. Quantities will prevail. Estimate does not include permits, taxes and landscaping.            Estimate does not include any bonding.            Sales Tax</p>		8.80%	0.00
Estimate Good through 10/02/2024		<b>Total</b>	\$55,226.00

Phone #
360-592-5374



# CITY OF SUMAS

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

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

## Scope Letter

**Project Description:** The project involves installing conduit and underground vaults for the transport of chemicals from the chemical building to the inlet by lift station 1.

### Scope of Work:

#### 1. Conduit Installation:

- Excavate and install conduit 3 feet deep from the chemical building to the inlet by lift station 1 as a sleeve.
- Ensure the conduit is suitable for housing chemical transport pipes.
- Test conduit for integrity and compliance with project specifications.

#### 2. Pipe Installation:

- Install chemical transport pipe inside the conduit sleeve.
- Securely connect and seal pipes at both ends.
- Conduct pressure testing to verify pipe integrity.

#### 3. Underground Vaults Installation:

- Install three underground vaults along the conduit route.
- Ensure vaults are sized appropriately for equipment and maintenance access.
- Secure vaults with appropriate covers and access points.

#### 4. Safety and Compliance:

- Adhere to all safety regulations and guidelines during excavation and installation.
- Ensure compliance with environmental regulations related to chemical transport.

#### 5. Project Completion:

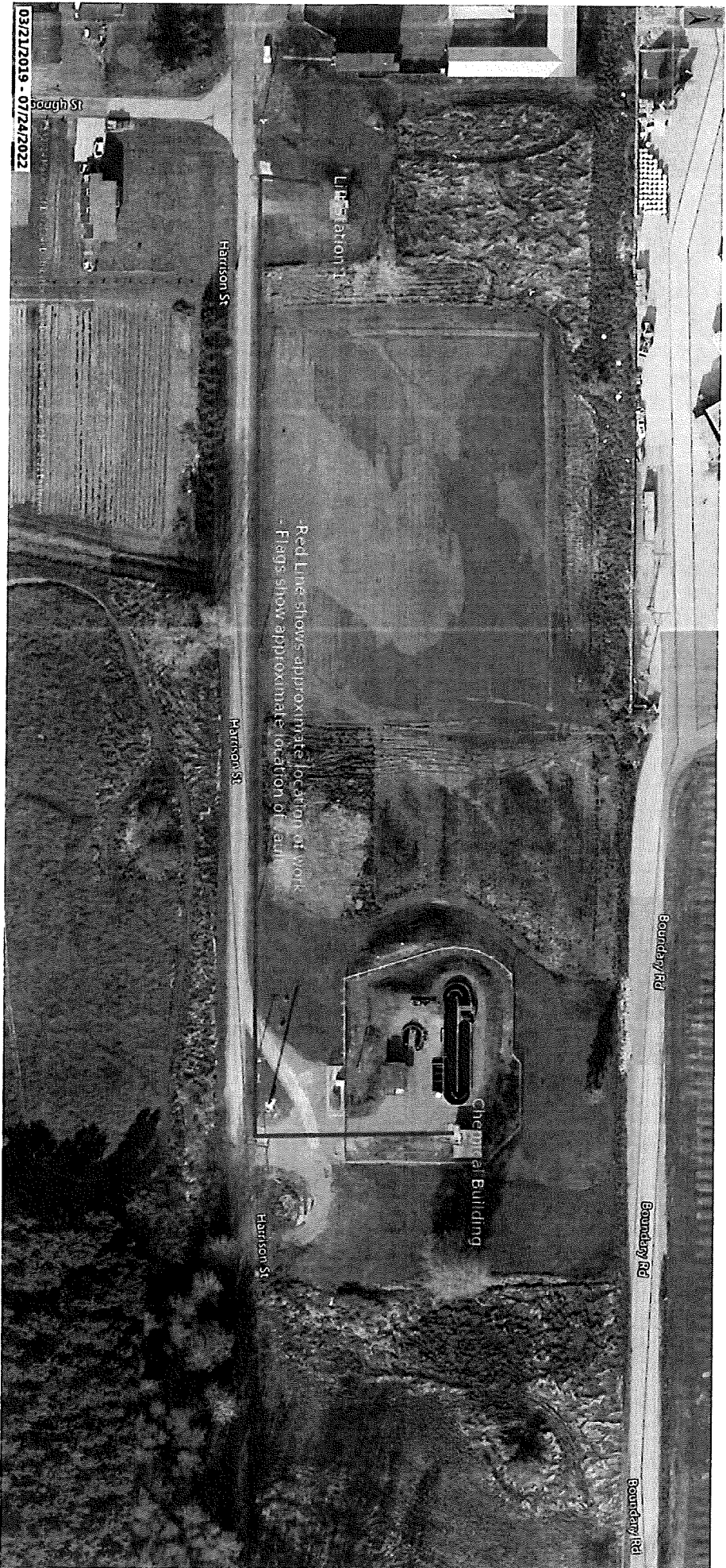
- Upon completion, provide documentation including "as-built" drawings and operational instructions.

**Schedule:** The project is scheduled to commence on [start date] and is expected to be completed by [end date], subject to weather conditions and unforeseen circumstances.

See Attachment of Map Area:

EXHIBIT B





Red Line shows approximate location of work  
- Flags show approximate location of fuel

03/21/2019 - 07/24/2022

Harrison St

Harrison St

Harrison St

Harrison St

Lid Station 1

Chemical Building

Boundary Rd

Boundary Rd

Boundary Rd