



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Finance Committee Regular Meeting

August 20th, 2024, 6:30 PM, REMOTE via Zoom

<https://us02web.zoom.us/j/83670070736?pwd=UXVCdG1ZQTFSaGFURE9lbThldWV0dz09>

I. Call to Order

II. Land Acknowledgment and Anti-Racism Statements

Land Acknowledgment

We acknowledge that we are gathered today on the ancestral homelands of the Coast Salish Peoples.

Anti-Racism Statement

The Sudden Valley Community Association (SVCA) stands firmly against racism in all forms.

III. Roll Call

Committee Members:

- Rick Asai, Chair
- Taimi Van de Polder, Vice-Chair
- Kathy Hallet
- Rob Gibbs
- Mary Quinn
- Jean Maixner

IV. Adoption of Agenda

V. Approval of Minutes

- Approval of Minutes - June 18, 2025 – Page 3

VI. Announcements

VII. Financial Statements Review

- May - 2025 Financial Statements Review - Joel
- June - 2025 Financial Statements Review - Joel

VIII. Continuing Business

- a. Budget Discussion

IX. New Business

- a. Capital Request – Clubhouse HVAC Replacement – Page 5
- b. Contract Approval – Turf Care Building Remodel – Page 26

X. Adjournment

Next meeting: September 17, 2025, 6:30 pm, Zoom



FINANCE COMMITTEE MEETING

Wednesday, June 18, 2025

Minutes

DATE AND LOCATION: Zoom
CALLED TO ORDER AT: 6:33 PM
AUDIENCE MEMBERS: Not Recorded

ATTENDING:

Staff Members: Joel Heverling, Finance Director

- 1 Call to Order**
Director Asai called the meeting to order at 6:33PM.
- 2 Land Acknowledgement and Anti-Racism Statement.**
- 3 Roll Call.**

MEMBERS PRESENT:

1. Rick Asai	4. Mary Quinn	7. Jean Maixner - excused	10.
2. Taimi Van de Polder	5. Kathy Hallett	8.	11.
3. Rob Gibbs	6.	9	

- 4 Adoption of Agenda**
Move to adopt the agenda.

Motion By: Rob Gibbs		Seconded By: Mary Quinn	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

- 5 Approval of May 21, 2025 Minutes**

Motion By: Rob Gibbs		Seconded By: Taimi Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

- 6 Financial Statements Review – Presenter Joel Heverling**

7 New business

a. Capital Approval Request Review Golf Course Cart Path Paving Project 2025

Motion 1. Move that The Finance Committee recommend that the SVCA Board of Directors approve the allocation of \$54,080 from the CRRRF to complete asphalt repairs to the golf course.

Motion By: Taimi Van de Polder		Seconded By: Rick Asai	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Motion 2. Move that The Finance Committee recommend to the SVCA. Board of Directors to authorize the general manager to execute a contract with Asphalt Northwest, utilizing SVCA's standard construction contract

Motion By: Taimi Van de Polder		Seconded By: Rick Asai	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

b. 2026 Finance Committee Operational Budget Input

Members agreed that the hazardous tree budget should be increased to between \$200,000 and \$250,000, with any potential leftover funds being used towards forest health Salaries, utilities, and medical benefit costs can be accurately estimated Insurance costs have increased substantially and need to be budgeted for The need for non-dues revenue from golf, building fees, short-term rental fees, and fees for non-members was mentioned

Motion By: Rob Gibbs		Seconded By: Taimi Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

c. 2026 Finance Committee Capital Budget Input

Increasing our reserves to be prepared for future unexpected expenditures and looking to the reserve study to ensure that items are properly funded. It was pointed out that our reserves are only 24% funded.

The need to not overbudget in any area was discussed
CRRRF and roads need to be increased as much as possible

Joel Heverling provided an outline of the many items on the reserve study that will have to be funded in the near future including roads, culverts, equipment replacement, outdoor amenities, Barn 6 or 8 etc.

Adjournment: 8:33 PM



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CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: August 28th, 2025
Subject: SVCA CRRRF Capital Code 9724.06 – Clubhouse HVAC 20 Ton

Purpose

To request funding for replacing the upper 20 Ton HVAC unit located on the first floor of the Clubhouse in room 100.

Background

On February 22, 2024, the Board approved CRRRF Capital Code 9724.06 for design and permitting of the HVAC replacement. The design work is complete, and permitting is currently under final review. This capital request is a change order request to CRRRF Capital Code 9724.06, adding funding for construction. The original capital request, along with project information, is attached for your reference.

The existing unit has suffered multiple bearing failures, with a broken shaft now requiring custom fabrication. Due to the age of the unit, replacement parts are unavailable, and a temporary repair is underway to maintain minimal heating until a full replacement can be made.

Analysis

Approximately \$8,800.00 remains available of the design and permitting capital request. This amount will cover final invoices expected for permit fees and the engineer/architect, once invoiced upon permit approval.

Item	Amount
HVAC Replacement (Berona Engineers, Inc.)	\$100,000.00
Exterior Work Allowance	\$25,000.00
WSST (8.8%)	\$11,000.00
Construction Management (PNW Services, Inc.)	\$5,400.00
Total Construction Estimate	\$141,400.00

Item	Amount
Bearing Shaft Repair (Baron Heating)	\$2,000.00
Custom Shaft/Bearing Parts	\$4,000.00
WSST (8.8%)	\$352.00
Total Temporary Repairs	\$6,352.00

Total change order request: \$147,752.00.



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Upon project funding approval, this project will be issued for bid to contractors and then brought back to SVCA for contract award.

Proposal

Authorize \$147,752.00 from CRRRF for construction to replace the Clubhouse HVAC 20 Ton unit.

Request

It is requested that the Board approve a change order allocation of \$147,752.00 from CRRRF to CRRRF Capital Code 9724.06 for construction and temporary repairs required to replace the Clubhouse's 20 Ton HVAC unit.

Motion

Move that the SVCA Board of Directors approve a change order allocation of up to \$147,752.00 from CRRRF to CRRRF Capital Code 9724.06 to fund construction and temporary repairs for replacement of the Clubhouse HVAC 20 Ton unit.

Finance Committee Recommendation

Motion

Recommended: _____ Not Recommended: _____ Finance Committee

Board of Directors Approval

Motion

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

Tyler Andrews

Subject: FW: SVCA - Clubhouse Drawing Review

From: robr@beronaengineers.com <robr@beronaengineers.com>

Sent: Tuesday, August 13, 2024 3:55 PM

To: Tyler Andrews <tylera@pnwcivil.com>

Cc: 'Sarah Brown' <sarah@sbarchdesign.com>; 'Michael Brock' <mike.brock@suddenvalley.com>

Subject: RE: SVCA - Clubhouse Drawing Review

Hi Tyler,

For the AHU, CU, piping, and install, figure around \$90k-\$100k. This does not include trenching for the piping, landscaping/paving or electrical connection/ disconnect for the new equipment.

Thanks.

Exterior Allowance - Add \$25,000.00

Add WSST

Rob Russell, PE

Principal



(425)744-6033 ext 102



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CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: February 22, 2024
Subject: Capital Request – Clubhouse HVAC 20 Ton

Purpose

To request funding for the replacement of the HVAC 20 Ton unit located in the Clubhouse.

Background

SVCA's 2024 budget includes \$83,200.00 for replacing this unit. Per PNW's summary dated February 3, 2024, the unit has been evaluated to be at the end of its lifecycle.

Analysis

Funding is requested in the amount of \$22,176 for design and permitting per PNW's summary. Access for installation of a new unit is a major factor in this project and could possibly require the temporary removal of doors and/or walls to bring in new equipment. In addition, an economizer, see description attached, must be added to meet current code requirements. These two requirements create the majority of the work that is needed to design a replacement the current system system.

We propose to replace this unit in kind, since altering the overall HVAC system in the clubhouse would require bringing the existing building up to current energy code. A thorough evaluation of this hasn't been completed, but is estimated that it would be a very large project considering the Clubhouse was built in the early 1970's. An energy code upgrade would likely include other items such as building insulation, window replacement, other HVAC components, etc.

After the design is complete, and permits submitted, an engineer's estimate will be prepared. The project will then be brought back to the Board for funding approval. Following approval, the project would be issued for bid, and then brought back to the Board of Directors for contract award.

Proposal

Authorize \$22,176.00 from CRRRF per PNW's summary dated February 3rd, 2024, for design and permitting for the Clubhouse HVAC 20 Ton unit replacement project.



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Motion

Move that the SVCA Board of Directors approve the allocation of \$22,176.00 from CRRRF for design and permitting per PNW's summary dated February 3, 2024, for the Clubhouse HVAC 20 Ton unit replacement project.

Approvals

Approved: *h* Not Approved: _____ SVCA Finance Committee

Approved: *h* Not Approved: _____ Board of Directors

Signed: *K. J. [Signature]* Date: 2-22-24

ELECTED, SVCA Board President



February 3, 2024

Sudden Valley Community Association
Attn: Michael Brock
4 Clubhouse Circle
Bellingham, WA 98229

RE: Project Scope Letter
Clubhouse HVAC 20 TON

PNW is providing this overall project scope letter to SVCA for the proposed Clubhouse HVAC 20 TON replacement project. This specific unit is located on the first floor of the Clubhouse in Room 100, Mechanical Room (reference the attached drawing for this room location). SVCA's 2024 budget includes \$83,200.00 for replacing this unit. The unit has been identified to be at the end of its life cycle. This has been confirmed by Barron Heating, who is SVCA's current maintenance service provider, and Berona Engineers. Berona Engineers has assisted SVCA with HVAC design at Barn 8, and the Area Z Maintenance Shop.

There are 2 HVAC units located in this mechanical room along with numerous other items. The lower 20-ton unit was previously replaced. The upper 20-ton unit is now proposed. An in-kind replacement is proposed, and due to code changes an economizer will have to be added as noted in Berona's proposal. An in-kind replacement is generally a simple task. However, in this case it is not. With the addition of an economizer being required, and where the unit is located, it presents many challenges. The majority of the HVAC design time will be figuring out how to add the economizer within the space, and get a new unit into the room. Removal of the existing unit is relatively simple as it can be cut into pieces. To access this room a new unit will need to fit through a 3' door next to room 107. This would be relatively simple to remove temporarily if needed. However, navigating through room 102 is narrow at 3'10" opening width between a wall and electrical switchgear. To then enter room 100 requires navigating through a 3' door that is in a CMU (concrete masonry unit) wall. This is likely a structural wall that will be challenging to create a temporary larger opening in. The new unit will need to be broken down preferably into pieces less than 3' to fit, and then be reassembled in the room. Attached for reference are a few pictures of the existing unit, and access restrictions.

Depending on how the new HVAC unit is designed, this project might require a remodel permit in addition to the HVAC permit. An allowance has been included for Sarah Brown Architecture + Design to provide additional drawings and remodel permitting assistance if needed. This would be if any walls / doors needed to be temporarily removed and then rebuilt after the new unit is installed. The intent is to not do anything that requires structural modifications. Funding for a structural engineer isn't included at this time in this proposal.

At this time, we are seeking funding approval to proceed with design and permitting. After design is complete, an engineer's estimate will be prepared and submitted to the Board for funding approval. Once funded, the project will be issued for bid, and then brought back to the Board for contract award.



Summary of anticipated costs:

Design & Permitting Scope	
- Berona Engineers, Inc. – HVAC design and permit application.	\$10,000.00
- Sarah Brown Architecture + Design – Remodel design and permitting support as needed.	\$6,000.00
- PNW Services, Inc. – Per Attached	\$2,160.00
- Permit Fees Allowance	\$2,000.00
Total Design & Permitting	\$20,160.00
Contingency at 10%	\$2,016.00
Total with Contingency	\$22,176.00
Contractor Bids & Construction	
- Under Separate Proposal	

Please let me know if you have any questions, or if you would like any further information.

Sincerely,

Tyler Andrews
President

SUDDEN VALLEY COMMUNITY ASSOCIATION CLUBHOUSE – FIRST FLOOR

SUDDEN VALLEY: B. BISHOP
PDF TO VISIO TO JPG

SHEET	1	DATE	NOV. 2017	DESIGNED BY	SUDDEN VALLEY COMMUNITY ASSOCIATION
	PAGE	1	SCALE	AS SHOWN	WASHINGTON
	OF			CHECKED BY	
	2				CLUBHOUSE – FIRST FLOOR

KEY:

LIFE SAFETY:

- FX = FIRE EXTINGUISHER
- SD = SMOKE DETECTOR
- FA = FIRE ALARM
- FAP = FIRE ALARM PULL
- FAP Reset = FIRE ALARM PULL RESET
- EmLt = EMERGENCY EXIT LIGHT
- Fire Pnl = FIRE ALARM PANEL
- Hood F-Susp = HOOD FIRE SUPPRESSION

PLUMBING:

- WS = WATER SPIGOT
- Wshr = DISH WASHER
- WHTR = WATER HEATER
- SH = SPRINKLER HEAD
- Shw = SHOWER
- Snk = SINK
- TLT = TOILET
- Urn = URINAL
- WATER FOUNTAIN
- TRAPS
- LIFT PUMP
- DRAIN TRAP

MECHANICAL/BUILDING:

- T-stat = THERMOSTAT
- WIN = WINDOW
- Dr = DOOR
- Dr Entry Pnl = DOOR ALARM ENTRY PANEL
- HVAC = HEATING VENTILATION AND AIR CONDITIONING
- HVAC Control = HEATING VENTILATION & AIR CONDITION CONTROL
- Steam Htr = STEAM HEATER
- EXL # = EXTERIOR LIGHTS
- DS = DOWN SPOUT

ELECTRICAL:

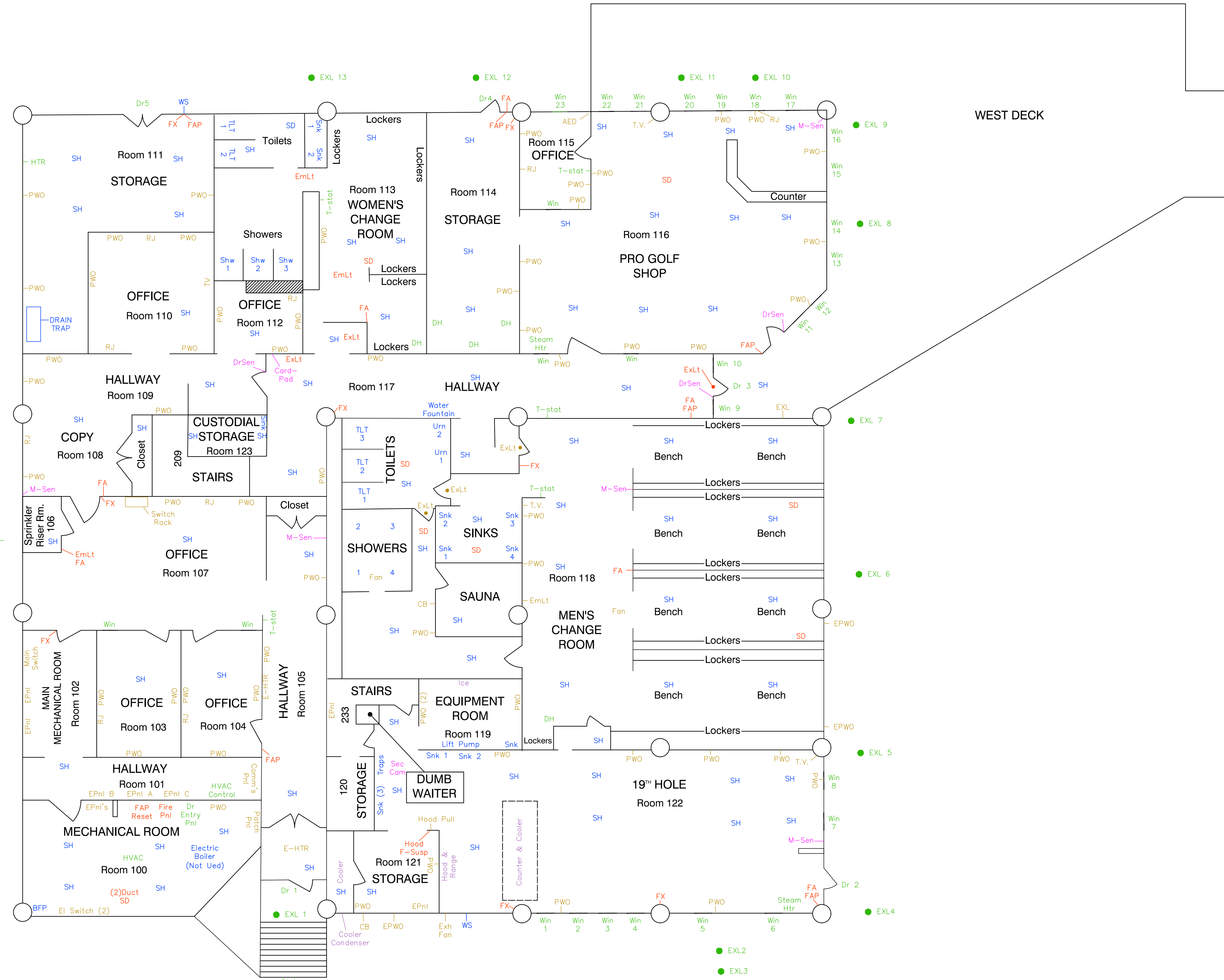
- PWO = POWER OUTLET
- EPWO = EXTERIOR POWER OUTLET
- EPnl = ELECTRICAL PANEL
- T.V. = TELEVISION MONITOR
- CB = CIRCUIT BREAKER
- EPnl = ELECTRICAL PANAL
- E-HTR = ELECTRIC HEATER
- Exh Fan = EXHAUST FAN
- Fan
- RJ = RJ45 ETHERNET
- MAIN SWITCH
- ExLt = EXIT LIGHT
- El. SWITCH = ELECTRICAL SWITCH
- Comm's Pnl = COMMUNICATION PANEL
- SPKR = SPEAKER

SECURITY:

- DrSen = DOOR SENSOR
- MSen = MOTION SENSOR
- Sec Cam = SECURITY CAMERA
- CARD-PAD

EQUIPMENT:

- COOLER
- HOOD AND RANGE
- COUNTER AND COOLER



Room 102 - 3'10" Opening Width Assumes all Files Removed



Room 100 Access Door - 3' Opening



Existing Unit (Yellow) - Left Side



Existing Unit (Yellow) - Right Side





PROFESSIONAL SERVICES AGREEMENT

Jan 30, 2024

CLIENT: Tyler Andrews
PNW Services
PO Box 30498
Bellingham, WA 98228
(425)954-9614

PROJECT: Sudden Valley Recreation Center- Clubhouse HVAC
Bellingham, WA

SUBJECT: MECHANICAL ENGINEERING SERVICES FEE PROPOSAL – Revised

Berona Engineers, Inc. (BEI) is pleased to submit this proposal to provide Mechanical (HVAC) design services for this project. This proposal is a statement of intent by **PNW Services** (Client), to engage Berona Engineers, Inc. to perform the following mentioned services for this project.

The project consists of replacing the existing (upper) airhandler and associated 20-ton air-cooled condensing unit for the Clubhouse. The existing unit is at its life expectancy and needs to be replaced. There is one newer (lower) 20-ton airhandler located on the bottom that is to remain. The basic scope of new work will include a site visit to examine existing conditions, new equipment selection, and modification of ductwork design in the mechanical room for connection of new airhandler. We will look at a like-for-like replacement as well as a more efficient Variable Refrigerant Flow (VRF) type of system for best space compatibility. As the current system does not have an economizer, adding an economizer will be required per code and is therefore included in this scope. Design will conform to the 2018 WA State Energy Code.

Addition of a Dedicated Outside Air System (DOAS) in lieu of an economizer is not included in this scope and will be additional services.

Our basic scope will be to design through the Permit stages. We will respond to Permit questions, comments and make the necessary revisions to the documents. Then submit to the Client the final permit set for their use and at this submittal will indicate the completion and fulfillment of this agreement. The Client shall take full responsibility and full liability for any changes made to these permit documents, where BEI is not involved in and/or has not been authorized by BEI. These set of documents are for the sole purpose of this project and this project site, and shall not be used for any other site without BEI authorization. Changes developed by the contractor and changes to our design, if any, will become the Contractor's responsibility for those changes.

Construction administration will be additional and invoiced on an hourly basis, plus expenses.

8021 State Ave, Marysville, WA 98270
ph: (425)744-6033
website: www.beronaengineers.com

Changes developed by the contractor and changes to our design, if any, will become the Contractor's responsibility for those changes.

Fees and Billings:

Our fee to perform this work will be a lump sum of **\$10,000.00**.

Billings will be monthly based on our percent of completion of submittals.

Reimbursable expenses, if any, will be additional to our basic fee plus 15% and shall not exceed \$300. Payments for each invoice must be received within 30 calendar days of invoice date. A 1.5% finance charge or \$150, whichever is more will be assessed monthly on any balance remaining over 60 days after invoice date.

Additional Services:

Additional services will be any scope of work not listed above, scope changes by the Client. Additional services will be negotiated separately and either added to the basic agreement or performed under a separate agreement and will not proceed without written authorization.

BEI Hourly rates are as follows:

Principal: \$200/hr, Senior Engineer: \$ 180.00/hr, Project Engineer/Sr. Designer: \$ 160.00/hr
Designer/Revit: \$ 140.00/hr, CAD Operator: \$ 120.00/hr, Administration: \$ 85.00/hr.

Work not included:

1. Building Envelope and Energy Modeling
2. Plumbing design
3. Stairwell Pressurization
4. Fire and Life Safety Analysis Narrative
5. Fire sprinkler Design
6. Electrical Design
7. Seismic and structural design as it relates to mechanical & plumbing
8. Acoustic engineering
9. Testing, adjusting and balancing, including building pressure testing
10. Redesign based on value engineering
11. All fees, permits and inspections.

Client to Provide and Responsible for:

1. Take out all Permits and order site inspections
2. Architectural backgrounds in pdf, CAD and/or Revit formats.
3. Site Utilities
4. Equipment cut sheets for all owner or by others specified equipment.
5. Copying of our documents.
6. Distribution of our copied and original documents for each submittal.

TERMINATION OF SERVICES

The failure to make payment to BEI in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by Berona Engineers, Inc.

Either the Client or BEI may terminate this AGREEMENT without penalty at any time with or without cause upon giving the other party 30 calendar days prior written notice. Client shall within (15) fifteen calendar days of termination pay BEI for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT. CLIENT shall also reimburse BEI termination expenses, including but not limited to, those associated with, reassignment of personnel, and space and equipment cost.

Our scope only covers reviewing documents to be submitted to the Jurisdiction Having Authority (JHA) for review and comment, of which we will respond and revise our documents accordingly. These documents will be used for the basis of the JHA to issue a construction permit for the Client. Our understanding is that your firm will be the builder and that you will have the last say on selected products for us to design around and that we will confirm selections through load calculations. Also, the Client will be responsible for the full means and methods for the construction of the work that we will provide design review for under this agreement.

INDEMNIFICATION

The Client shall indemnify and hold harmless Berona Engineers, Inc. and all of its personnel, agents, sub consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performances of these services, provided that any such claim, damage, loss or expenses is caused by the sole negligent act, errors, or omissions and/or strict liability of the Client, including, but not limited to anyone directly or indirectly employed by the Client or anyone or entity (other than BEI), associated with the Client whose acts may be liable.

APPLICABLE LAW: This agreement shall be governed by the laws of the State of Washington.

This proposal is good to the end of the day, Feb 29, 2024.

If this proposal is acceptable, please sign below and return a copy for our records. We look forward to working with you on this project. If you have any questions or require more information, please call.

Sincerely,

Berona Engineers, Inc.



Rob Russell, PE
Principal

ACCEPTABLE TO PNW Services:

By: _____ **Date:** _____



January 9, 2024

Tyler Andrews
PNW Services Inc.
PO Box 30498
Bellingham, WA 98228

Dear Tyler,

Thank you for allowing me the opportunity to propose on architectural services for the Mechanical Replacement located at the Sudden Valley Recreation Center-Clubhouse. The following provides a summary description of the project I have discussed with the Mechanical Engineer and describes the Agreement for Services between Tyler Andrews (Client), and Sarah Brown Architecture + Design, Architect (Consultant). By signing this Agreement for Services, Client accepts the scope, fees and timing as set forth herein, including the attached "CONSULTANT CONTRACT PROVISIONS" which is fully incorporated into this Agreement for Services.

PROJECT SUMMARY DESCRIPTION

The primary work will be to provide support drawings to the Mechanical Engineer and permit documents to Whatcom County Planning & Development for the replacement of mechanical units.

SCOPE OF SERVICES TO BE PROVIDED

The scope of work provided by Consultant will include:

- Preparation of Contract Documents consisting of Architectural Construction Drawings for the remodel and improvement in the subject projects.
- Assist the client with the submission to the Whatcom County for the project's building permit and respond to planning review comments. All other construction permit submissions are the responsibility of the project Contractors.

PERMIT/CONSTRUCTION DOCUMENTS

- Project Information & Code Requirements
- Site Plan
- Exiting/Demo Plan
- Floor Plan
- Reflected Ceiling Plan

SERVICES NOT PROVIDED

- The Consultant is not providing nor is the Consultant responsible for the following services:
- Structural, Electrical, Mechanical, Acoustical or Civil Engineering Design or their drawings for this Project.
- Fire suppression, Fire Alarm or Security System Design or their drawings for this Project.



- Construction budgets, cost estimates, or construction inspections, energy analysis or energy code compliance.
- Detailed Construction specifications.
- Energy Code calculations and submittal documentations.
- Fixtures or other equipment that have no permanent connection to the structure of the building.
- Interior Design or their drawings for this Project for selection of movable furniture, paint colors, finish materials selection including flooring.

PROJECT FEES

Fees for services provided will be billed on an hourly basis at the rate of \$195.00 per hour, plus reimbursable expense. Reimbursable expenses will be billed to the client at cost. Reimbursable expenses include but are not limited to computer downloads, photo charges, shipping, document printing and copying.

The estimated total fee for services under this agreement, based on digital files being provided by the Client, is \$5,800 but may vary depending on unforeseen issues (such as city questions or construction consulting) and the actual time required by the Consultant to complete this project.

Fees shall be invoiced monthly and will be paid by the Client within 30 days of receipt.

All additional costs associated with this project beyond the services described in this agreement, including but not limited to permit fees, application fees, contractor fees, etc. are the responsibility of Client, not the Consultant.

All limitations of liability, indemnifications, warranties and representations contained in this Agreement for Services shall survive the completion of this Agreement and shall remain in full force and effect.

Please indicate acceptance of this Agreement for Services where indicated below and return a signed copy to me.

Sincerely,

A handwritten signature in black ink that reads 'Sarah Brown' in a cursive style.

Sarah Brown

ACCEPTED:

By: _____

Date: _____



CONSULTANT CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

2. **RIGHT OF ENTRY** – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. **DISPOSAL OF SAMPLES** – CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** – The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION PHASE SERVICES** – If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. **STANDARD OF CARE** – CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.



8. OPINION OF PROBABLE COSTS – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. SUSPENSION OF WORK – The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT, for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

Upon receipt of payment for services performed through the date of suspension, the CONSULTANT will provide copies of their draft work product, in electronic form, in the state of completion achieved prior to termination to the client.

10. CHANGES OR DELAYS – Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement.

12. CONFLICTS OF INTEREST – This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.



13. REIMBURSABLE EXPENSES – CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.

14. MISCELLANEOUS - Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Sudden Valley Community Association

Clubhouse HVAC 20 Ton

PNW Estimate - Bid Package, Permitting, and Construction Management

Task	Description	Hours	Estimated Cost
Design Oversight	Oversight of Berona Engineers and Sarah Brown Architecture & Design, review drawings, and site visits as required.	12	
	Total Estimated Design Oversight Hours	12	\$ 1,620.00
Permitting	Oversight of permit applications, facilitate signatures / submittals / permit fees.	4	
	Total Estimated Permitting Cost	4	\$ 540.00
Contractor Bids	Under separate proposal.	0	
	Total Estimated Bid Package Hours	0	\$ -
Construction Management	Under separate proposal.	0	
	Total Estimated Construction Management Hours	0	\$ -
	Total Estimated		\$ 2,160.00



Sudden Valley Community Association

360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: August 28th, 2025
Subject: CRRRF Capital Code 9724.013 – Turf Care Building Remodel

Purpose

The purpose of this request is to obtain Board approval to award the construction contract for the Turf Care Building Remodel, an essential facilities improvement supporting SVCA’s golf course maintenance operations and staff work environment.

Background

On May 22, 2025 SVCA’s BOD approved construction funding for the Turf Care Building Remodel. The approved capital request is attached for reference.

Analysis

Despite outreach to six qualified contractors, only Cool Runnings Construction submitted a bid. The remaining firms cited existing project commitments or declined due to capacity constraints. This reflects current regional contractor availability and supports moving forward with the qualified bid received.

- Cool Runnings Construction – Quote Received
- Tiger Pearson – Too Busy
- The Franklin Corporation – Too Busy
- Wellman & Zuck – Too Busy
- Ethos West Construction – Too Busy
- WRS – Unresponsive

Cool Runnings Construction submitted a responsive bid on August 7th, 2025 with a unit price quote of \$98,137.60. The bid package and bid from Cool Runnings are attached for reference.

Overall Construction Funding:

Item	Amount
Approved Capital Funding (May 27, 2025)	\$116,785.00
Construction Quote – Cool Runnings	\$98,137.60
10% Construction Contingency	\$9,813.76
Architect Support (12 hrs @ \$195/hr)	\$2,340.00
Construction Management (40 hrs)	\$5,400.00
Total Project Budget	\$115,691.36
Unallocated Funds Returned to CRRRF	(\$1,093.64)



Sudden Valley Community Association

360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

Request

It is proposed that the Board approve awarding the Turf Care Building Remodel contract to Cool Runnings Construction for \$98,137.60, and authorize the General Manager to execute SVCA’s standard construction contract, including contingency and professional support allowances, for a total not to exceed \$115,691.36.

Motion

Move that the SVCA Board of Directors approve awarding the Turf Care Building Remodel contract to Cool Runnings Construction in the amount of \$98,137.60, and authorize the General Manager to execute SVCA’s standard construction contract with a total project budget not to exceed \$115,691.36, funded from CRRRF Capital Code 9724.013.

Finance Committee Review

Motion

Recommended: _____ Not Recommended: _____ Finance Committee

Board of Directors Approval

Motion

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, SVCA Board President



Sudden Valley Community Association

360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: April 24th, 2025
Subject: Capital Request – Turf Care Building Remodel

Purpose

To request funding for the Turf Care Building Remodel project.

Background

The Turf Care Building Remodel project has been split into three projects:

- SVCA Capital Code 9724.01 remodeled the HVAC.
- SVCA Capital Code 9724.012 designed and permitted the overall remodel project that is now being proposed.
- SVCA's 2025 capital budget includes \$141,993.00 in available funds to complete the permitted remodel proposed.

Analysis

The 2025 budget of \$141,993.00 includes roof and gutter replacements totaling \$25,208.00. Staff has reviewed these two items, and it is recommended that they be delayed for at least another year, as the current condition doesn't warrant replacement at this time. Staff would like to reevaluate in a year and continue pushing this out until the time is necessary. This leaves a construction budget of \$116,785.00.

Attached are the permitted drawings for the proposed remodel. The main scopes include:

- A bathroom remodel to meet ADA standards is required.
Reconfiguring and updating the Drying Room and Break Room. The reconfiguration is
- required to accommodate bringing the bathroom up to ADA standards.
Miscellaneous improvements to the building include exterior painting, garage door
- improvements, wash down pad improvements, electrical improvements, and ventilation improvements.

Upon funding approval, the project will be issued for bids and returned to the BOD for contract award. The contract award capital request will include allowances for Architect support and construction management, but this project is primarily assumed to be managed by the Turf Care Superintendent.

Proposal

Authorize \$116,785.00 from CRRRF to complete the Turf Care Building Remodel project.



Sudden Valley Community Association

360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

Request

Request \$116,785.00 from CRRRF to complete the Turf Care Building Remodel project.

Motion

Move that the SVCA Board of Directors approve the allocation of \$116,785.00 from CRRRF for the Turf Care Building Remodel project.

Finance Committee Approval

Motion

Approved: Not Approved: Finance Committee

Board of Directors Approval

Motion

Approved: Not Approved: SVCA Board of Directors

Keith McLean
Keith McLean - President

5.27.25
Date



July 25, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Turf Care Maintenance Shop Remodel

Bid submissions are due by 4:00pm on Friday, 8-12-25. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Cool Runnings Construction

Bid Schedule – Turf Care Maintenance Shop Remodel					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 4,000	\$ 4,000
2.	Demolition	1	LS	\$ 14,000	\$ 14,000
3.	Electrical	1	LS	\$ 9,000	\$ 9,000
4.	Plumbing	1	LS	\$ 13,500	\$ 13,500
5.	HVAC	1	LS	\$ 1,700	\$ 1,700
6.	Room 109 Garage Door Replacement	1	LS	\$ 7,000	\$ 7,000
7.	All Other Work	1	LS	\$ 36,000	\$ 36,000
8.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				\$ 90,200
	WSST @ 8.8%				\$ 7,937.60
	Total w/ WSST				\$ 98,137.60

Acknowledgement of addendums: DC

By: David Campbell
Signature of Authorized Person

Date: 08/07/2025

Print Name & Title: David Campbell



July 25, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – Turf Care Maintenance Shop Remodel

SVCA is requesting quotes for the Turf Care Maintenance Shop Remodel project. The existing maintenance shop will be remodeled per the design drawings by Sarah Brown Architecture + Design dated 8-21-24. Bid proposals are due by 4:00pm on Tuesday, 8-12-25. To review the interior, contractors need to schedule a time Monday thru Friday, 8:00am to 2:00pm. Please contact Greg Wadden at greg.wadden@suddenvalley.com to schedule any visits.

Summary of Work:

1. The project will go in front of the SVCA Finance Committee on Wednesday, 8-20-25, and in front of the SVCA Board on Thursday, 8-28-25, for contract award. NTP is anticipated 9-15-25 or sooner upon contract execution.
2. SVCA's construction estimate for this project is approximately \$100,000.00.
3. All questions shall be submitted to Tyler Andrews at tylera@pnwcivil.com by 1:00pm on 8-5-25.
4. All work is assumed to be completed under 1 mobilization.
5. All work shall be completed by 12-12-25.
6. Contractor shall provide a schedule and submittals to SVCA within 14 calendar days of NTP.
7. SVCA work hours are 8:00am – 7:00pm Monday through Friday, and 8:00am – 6:00pm Saturday. No work is allowed on Sundays.
8. SVCA will work with the contractor to provide adequate staging around the maintenance shop. Contractor shall utilize existing gravel surfaces for staging.
9. SVCA will empty the shop rooms proposed for remodel of all items prior to contractor starting. This includes tools, equipment, and furniture. SVCA will continue to access and utilize other areas not under construction in the shop. All items noted for removal on the drawings are contractor's responsibility.
10. Contractor shall hire a professional cleaner to clean the maintenance shop upon completion prior to turnover to SVCA.
11. All permits will be by SVCA except electrical. Contractor will be responsible for coordinating necessary inspections, and getting the electrical permit. SVCA received a building permit from Whatcom County on 1-17-25.
12. Testing by SVCA.
13. Force account work to receive 15% markup.
14. Contractor shall provide Performance and Payment Bonds. Bid bonds are not required.
15. This is a private project, and prevailing wages are not applicable.
16. Contractor shall warranty work for 1 year from final completion.
17. SVCA's standard construction contract is attached for review.



Scope of Work Clarifications:

- Bid Item #3 - Electrical
 - o Includes relocation of data and TV as needed.

- Bid Item #6 – Room 109 Garage Door Replacement
 - o Existing garage door shall be removed and disposed of.
 - o New 9’ x 8’ garage door shall be installed. Door shall be hand operated, and insulated.

- Bid Item #7 – All Other Work
 - o Refrigerator to be reinstalled by contractor.
 - o SVCA to provide TV and wall mount bracket for installation by contractor.

Attachments:

1. Bid Form – 1 Page
2. Drawings – Sarah Brown Architecture + Design – 5 Pages
3. Whatcom County Building Permit Dated 1-17-25 – 2 Pages
4. SVCA Standard Contract – 12 Pages

Contractors are encouraged to independently visit the site; no formal pre-bid is scheduled. Bids are due by 4:00pm on Tuesday, 8-12-25. Email bid submissions to tylera@pnwcivil.com.



July 25, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Turf Care Maintenance Shop Remodel

Bid submissions are due by 4:00pm on Friday, 8-12-25. Email bid submissions to tylera@pnwcivil.com.

Firm Name: _____

Bid Schedule – Turf Care Maintenance Shop Remodel					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$	\$
2.	Demolition	1	LS	\$	\$
3.	Electrical	1	LS	\$	\$
4.	Plumbing	1	LS	\$	\$
5.	HVAC	1	LS	\$	\$
6.	Room 109 Garage Door Replacement	1	LS	\$	\$
7.	All Other Work	1	LS	\$	\$
8.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				\$
	WSST @ 8.8%				\$
	Total w/ WSST				\$

Acknowledgement of addendums: _____

By: _____
Signature of Authorized Person

Date: _____

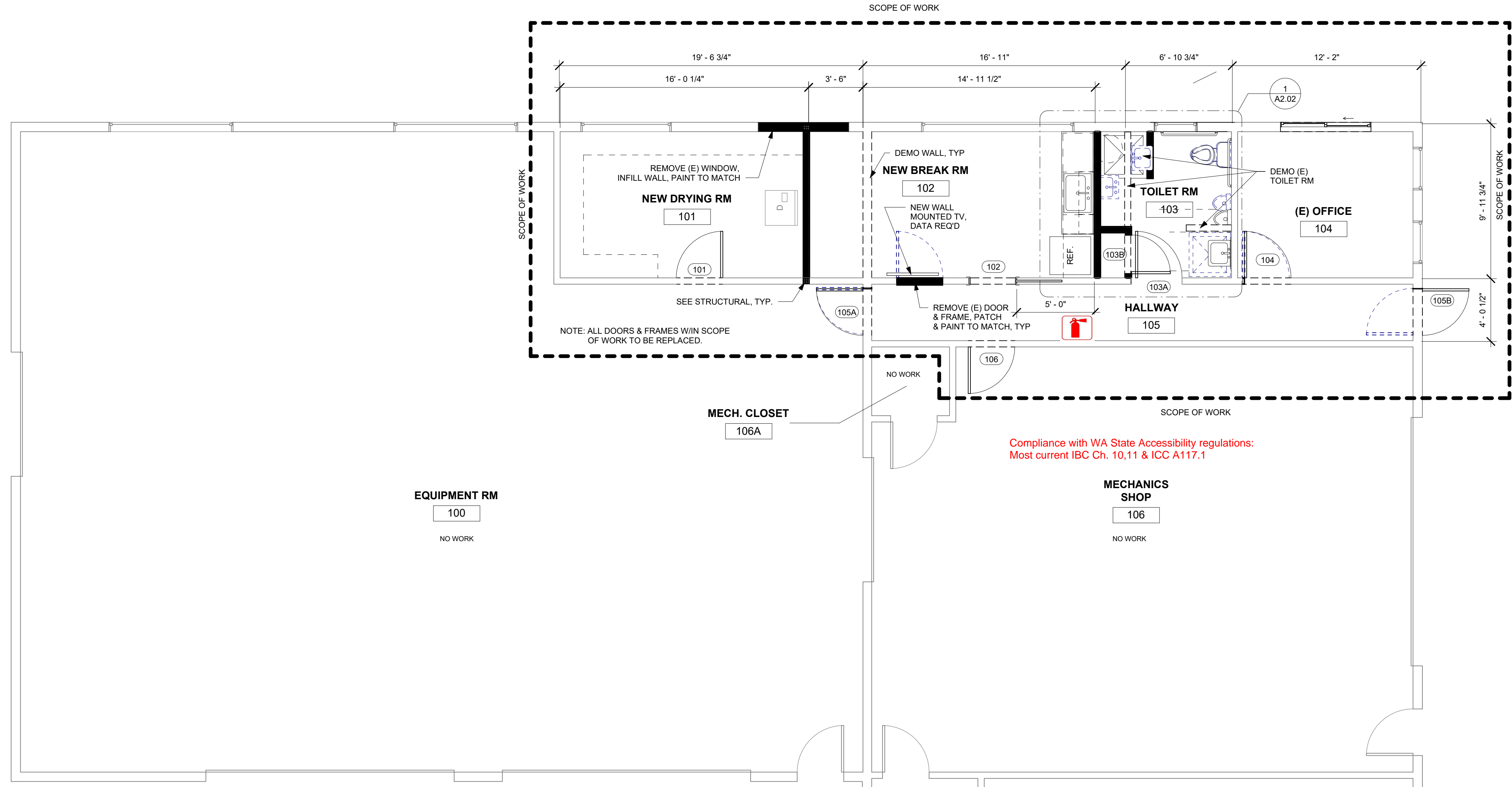
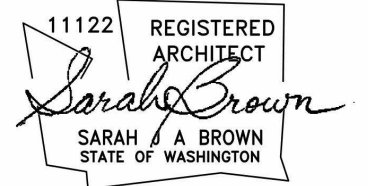
Print Name & Title: _____

Inspector verify moved walls are non bearing.

IBC 803. Interior finishes shall be minimum Class C:
 Flame spread 75-200; Smoke developed 0-450.
 IBC 2603.4 Plastic shall be separated from the interior
 of the building by a thermal barrier of 1/2" gypsum
 wall board or equivalent protection.

Sarah Brown
 ARCHITECTURE + DESIGN

3222 EAGLERIDGE WAY, BELLINGHAM, WA 98226
 (360) 733-8388
 SARAH@SARAHBROWN.COM



2A1/10BC Fire Extinguisher (FE) Shall be located in a
 conspicuous location and ready for immediate use.
 The FE if less than 40lbs shall not be installed so as the
 top is not more than 5' above the floor. IFC 906 There
 shall be no more than 75' travel distance from any one
 extinguisher.

Compliance with WA State Accessibility regulations:
 Most current IBC Ch. 10,11 & ICC A117.1

WALL KEY

- NEW WALL
- EXISTING WALL
- - - DEMO WALL

SUDDEN VALLEY
 GOLF MAINT. TI

2054 LAKE WHATCOM
 BLVD.
 BELLINGHAM, WA
 98229

SB JOB NO: 202405.21
 DATE: 08.21.2024

PERMIT SET

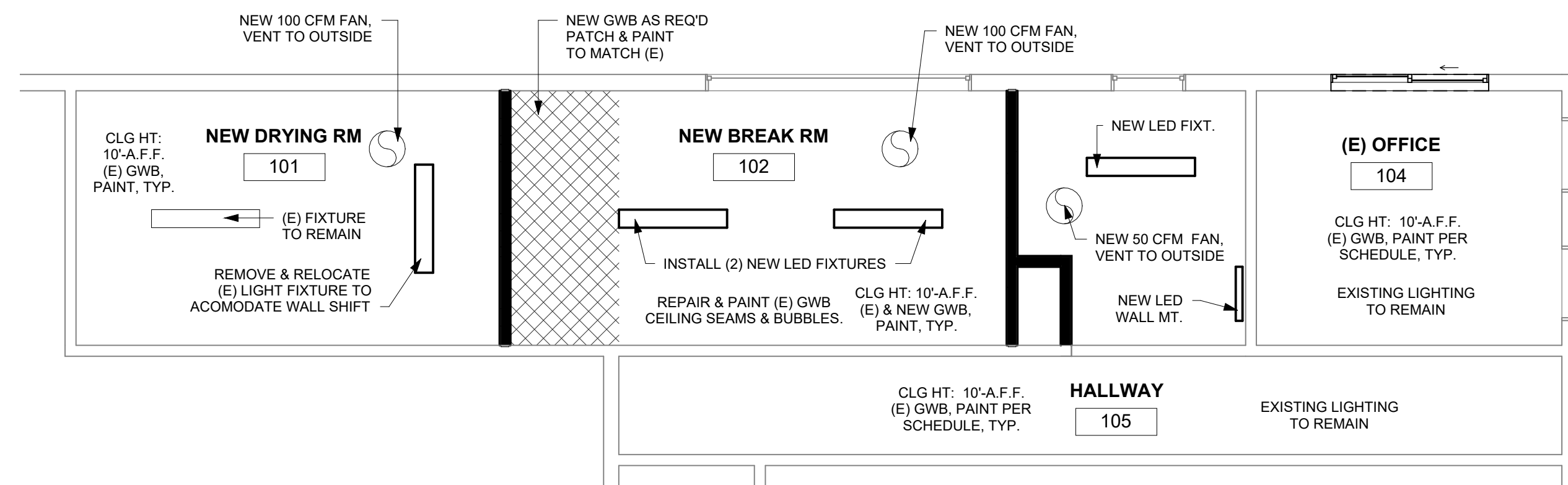
No.	ISSUED FOR	DATE

FLOOR PLAN

A2.01

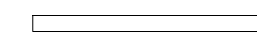

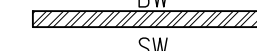
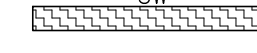
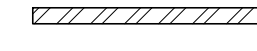
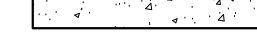
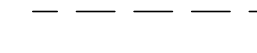
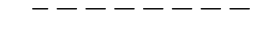
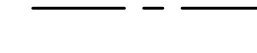
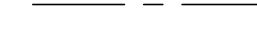




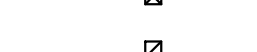
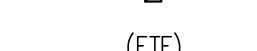
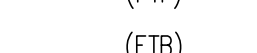
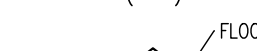
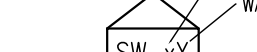
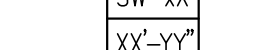

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1 TURF SHOP FLOOR PLAN
 1/4" = 1'-0"

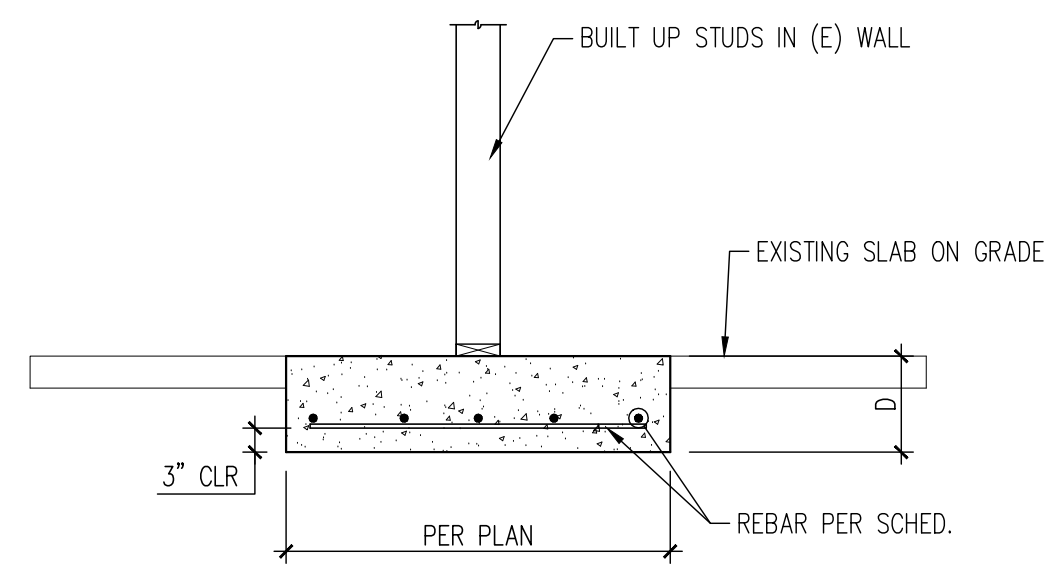
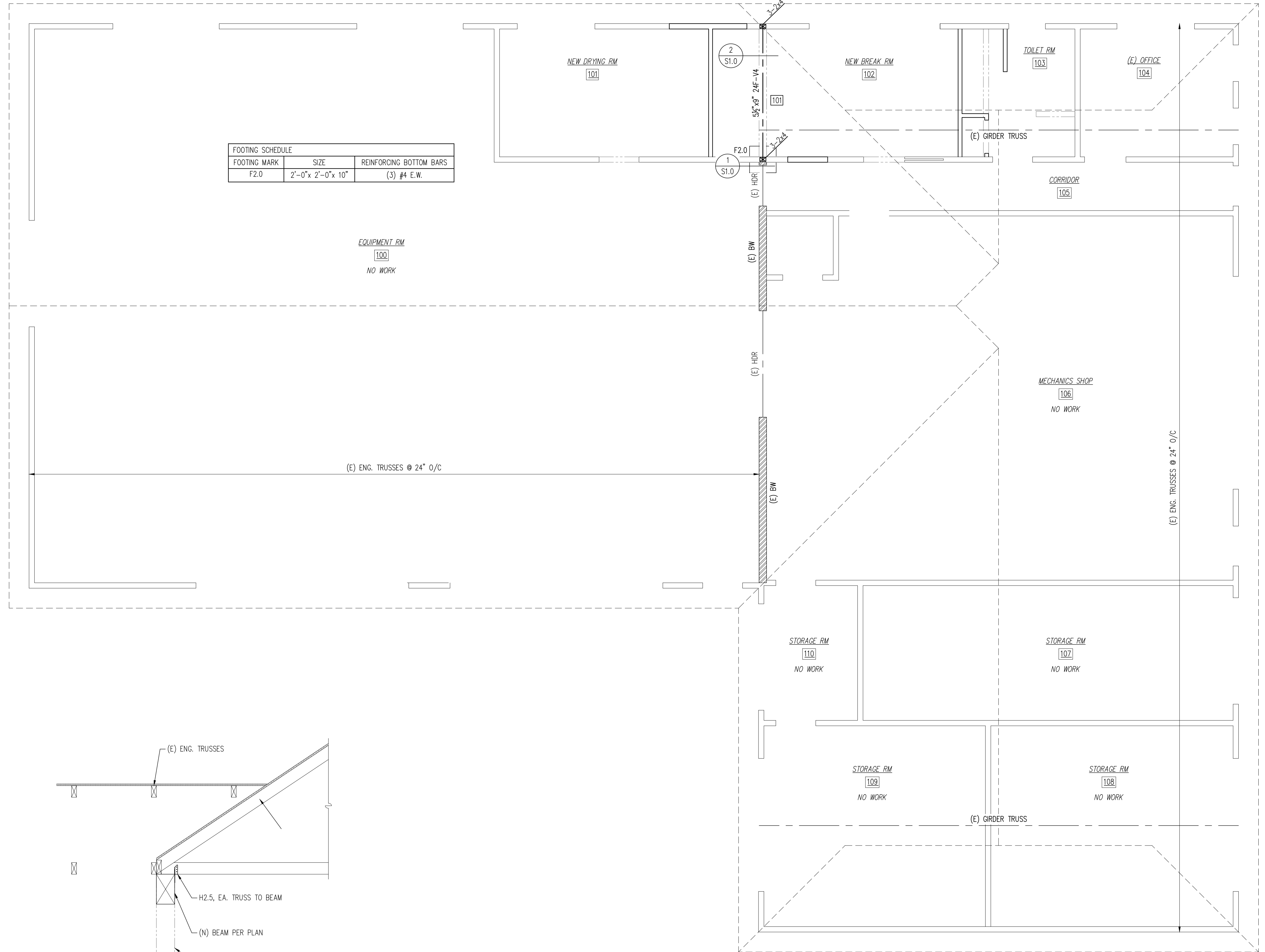


2 TURF SHOP CEILING PLAN
 1/4" = 1'-0"

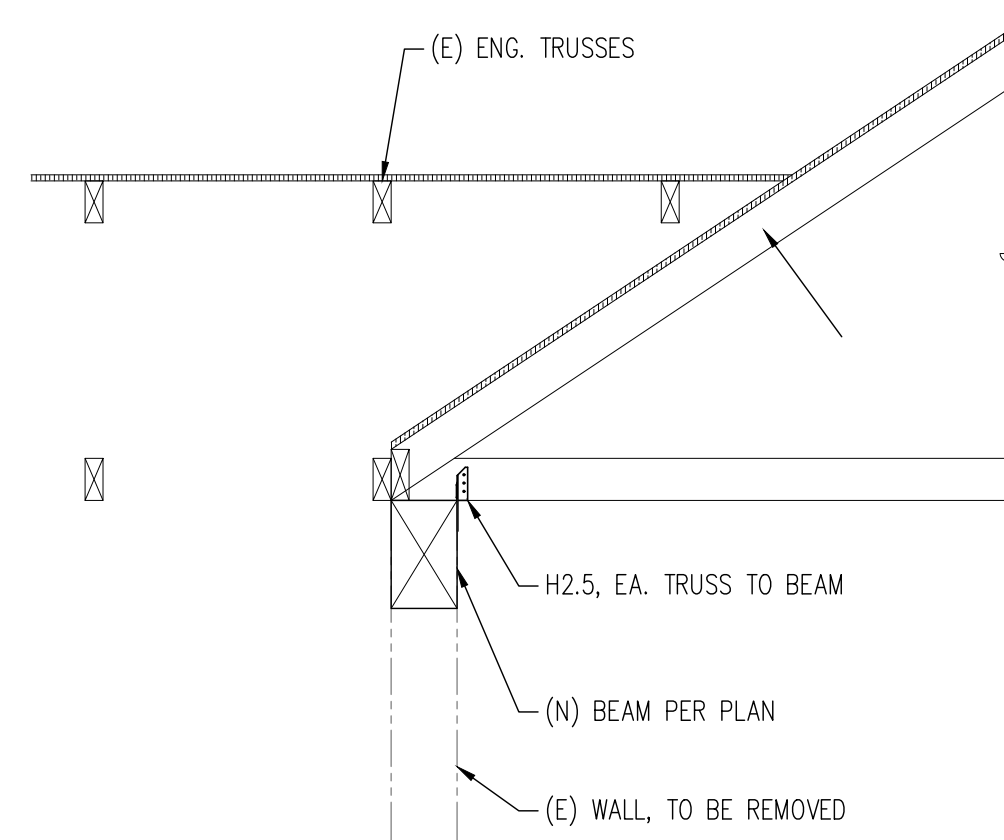
LEGEND

-  (E) WALLS
-  (N) WALLS
-  BEARING WALL
-  SHEARWALLS
-  2x6 OVERFRAMING
-  CONCRETE WALL
-  CONCRETE FOOTING
-  LINE OF FLOOR ABOVE
-  WOOD BEAM, GLULAM BEAM (GLB)
-  RAFTER OR WOOD ENG. TRUSS
-  FLOOR JOISTS
-  ROOF OUTLINE
-  (E) ROOFLINE
-  DEMO (E) WALLS
-  BEARING POINT
-  BEARING POINT FROM ABOVE (BPA)
-  FLOOR-TO-FLOOR CONNECTION (FTF)
-  FLOOR-TO-BEAM CONNECTION (FTB)
-  FLOOR LEVEL WALL NUMBER
-  REGULAR SHEARWALL
-  SHEARWALL W/ LOADS TRANSFER AROUND OPENINGS

FOOTING SCHEDULE		
FOOTING MARK	SIZE	REINFORCING BOTTOM BARS
F2.0	2'-0" x 2'-0" x 10"	(3) #4 E.W.



1
S1.0
NEW FOOTING IN EXISTING SLAB
SCALE: 1/2" = 1'-0"



2
S1.0
TRUSS TO TOP PLATE CONNECTION - TRUSSES PARALLEL
SCALE: 3/4" = 1'-0"

FRAMING PLAN

SCALE: 1/4" = 1'-0"

FOUNDATION PLAN



DRAWN BY: RAL
CHECKED BY: RAL
DATE: xx/xx/2024
JOB NUMBER: 24 xxx
REVISION:

THIS DOCUMENT, CONSISTING OF PLANS, DESIGNS AND SPECIFICATIONS IS AN INSTRUMENT OF OUR PROFESSIONAL SERVICE AND THIS DOCUMENT SHALL REMAIN THE PROPERTY OF JONES ENGINEERS, INC. WE GRANT THE PERSONS/COMPANY NAMED ON THIS SHEET A ONE-TIME USE OF THIS DOCUMENT AT THE LOCATION SPECIFIED HEREON. ANY REUSE OF THIS DOCUMENT IN WHOLE OR IN PART, IS STRICTLY PROHIBITED WITHOUT WRITTEN PERMISSION.

S1.0

STRUCTURAL NOTES

1. REFERENCE CODES & STANDARDS

International Building Code (IBC) 2021 Edition
Washington State Building Code (Washington Administrative Code (WAC) Title 51)
National Design Specification for Wood Construction (NDS), 2018 Ed.
American Concrete Institute, ACI 318-19
Minimum Design Loads for Buildings and Other Structures, ASCE 7-16

2. DESIGN LOADS AND CRITERIA

Table with 2 columns: Load Type and Value. Includes Roof Snow Load (25 psf), Roof Dead Load (15 psf), Attic Live Load (20 psf), Solar Allowance (5 psf), Exterior Walls (Siding) (12 psf), Exterior Walls (DryVit) (22 psf), Interior Walls (10 psf), Floor Live Load (40 psf), Floor Dead Load (10 psf), Deck Dead Load (5 psf), Deck Live Load (60 psf).

Table with 2 columns: Allowable Deflections and Values. Includes Roof Framing Deflection Live Load (L/360), Roof Framing Deflection Total Load (L/240), Floor Framing Deflection Under Live Load (L/480).

3. SPECIFICATIONS

Design, material and workmanship shall be in accordance with the latest version of the following Codes And Standards contained herein, unless otherwise modified on the drawings or specifications.

Table with 2 columns: Code and Description. Includes ACI 211 (Standard Practice For Selecting Proportions For Normal, Heavyweight, & Mass Concrete), ACI 301 (Specifications For Structural Concrete For Buildings), ACI 305 (Hot Weather Concreting), ACI 306 (Standard Specification For Cold Weather Concreting), ACI 308 (Standard Practice For Curing Concrete), ACI 318-19 (Building Code Requirements For Reinforced Concrete), ACI 347 (Guide To Formwork For Concrete), ACI MNL-66(20) (Detailing Manual), CRSI-PI (Recommended Practice For "Placing Reinforcing Bars", Current Ed.

4. CAST-IN-PLACE CONCRETE

Cast-in-place normal-weight concrete materials, mixing, placing, and testing shall conform to IBC Chapter 19, with mix design in conformance with ACI 211.1 & 301.

Material specifications, unless noted otherwise:

Table with 3 columns: USE, MIN. 28-DAY, MAX. WATER-CEMENT RATIO. Includes FOOTING (2500 PSI (5-SACK), 0.67), ALL OTHER (3000 PSI (6-SACK), 0.58).

Use Type I cement unless noted otherwise. Use Type I-A cement where air entrainment is required. Slump shall be 4 inches plus or minus 1 inch per ACI C94-2017a.

Water-reducing admixtures conforming to ASTM C494 may be incorporated in the concrete design mixes and be used in strict accordance with the manufacturer's recommendations, subject to Engineer's approval.

An air-entraining agent conforming to ASTM C260 shall be used in all concrete mixes for slabs and other flatwork to be exposed to weather. The amount of entrained air shall be 5% plus or minus 1% by volume.

Accelerating admixtures may be used in concrete mix design, provided that they conform to ASTM C494 Type C or E.

Special inspection and testing is required for all reinforced concrete except for foundation concrete with a designated compressive strength not exceeding 2500 PSI and nonstructural slabs on grade.

For each class of concrete where testing is required, the special inspector shall take not less than one set of three 4"x8" cylinders for each day of concrete placement, or for each pour, or not less than one set for each 150 cubic yards of concrete, or not less than one set for each 5,000 square feet of surface area for slabs or walls.

During periods of cold weather, batching, placing, and curing of concrete shall conform to ACI 306R. Do not place concrete on frozen subgrade or in contact with forms, reinforcing, or embeds that are less than 35F.

During periods of hot weather, batching, placing, and curing of concrete shall conform to ACI 305R.

Anchor bolts, dowels, and other embedded items shall be securely tied in position prior to concrete placement.

Do not add water at site. Maximum drop during placement is three feet. Consolidate concrete with a mechanical vibrator as required.

All exposed surfaces shall receive a steel trowel finish unless noted otherwise. Do not dust surfaces with dry cement to remove water.

Concrete shall be maintained in a moist condition for a minimum of five days after placement or sealed with a curing compound applied in two coats at right angles. Follow manufacturer's application instructions and do not exceed recommended coverage.

Keyed construction joints shall be used in all cases except slabs on grade. All construction joints, including connections to pre-existing concrete shall be clean and free from foreign substances, loose material or laitance. Where noted on drawings as "roughened," mechanically roughen (so as to fracture coarse aggregate) entire surface to at least 1/4" amplitude and remove all loose material. Dampen joints for at least 1/2 hour prior to new pour but leave no standing water. All vertical joints shall be thoroughly wetted and slushed with a coat of neat cement immediately before placing new concrete.

Pipes other than electrical conduits shall not be embedded in structural concrete except where specifically approved. Do not embed aluminum conduits and sleeves in concrete.

Placing of concrete shall be in accordance with ACI-301 and ACI-304.

Pumping or pneumatic conveying equipment shall be of suitable kind with adequate pumping capacity. Pneumatic placement shall be controlled so that segregation is not apparent in the discharge concrete. The loss of slump in pumping or pneumatic conveying equipment shall not exceed 2 inches. Concrete shall not be conveyed through pipe made of aluminum or aluminum alloy.

Generally, the aggregate size shall not be more than 1 1/2 inches for the footings and 3/4 inches for the walls and columns. Proportions of aggregate to cement for any concrete mix shall be such as to produce a mixture which, consistent with the method of placing, will work readily into corners and angles of the forms and around the reinforcement without permitting the materials to segregate or excess water to collect on the surface.

5. ANCHOR BOLTS IN CONCRETE

Use galvanized threaded parts, bolts, nuts, and washers where exposed to weather unless noted otherwise per ASTM A153.

Material specifications shall be as follows, unless noted otherwise: Anchor Bolts: ASTM A307, Grade A; ASTM F1554, Grade 36, or as indicated per plan; Threaded rod: ASTM A36; Nuts: ASTM A563; Washers: ASTM F436

Provide anchor bolt configuration as shown including diameter, spacing, projection, embedment, and end configuration.

Install 1/2" diameter x 10" long anchor bolts at 4'-0" O/C and 6" to 12" from each end at wood sill plates unless noted otherwise.

Anchor bolts for holdowns shall be Simpson SB OR SSTB per drawings unless noted otherwise. Install anchors per ICC Report ESR-2611 and the manufacturer's recommended procedure. Deepen footing as required to maintain 3 inches clear under the anchors.

6. REINFORCING STEEL IN CONCRETE

All reinforcing steel shall be free from loose rust and other coatings that would inhibit reinforcing bond.

Bar detailing and support of reinforcing bars in forms shall conform to the CRSI Manual Of Standard Practice, unless shown otherwise on the plans.

Reinforcing steel shall not be bent or displaced for the convenience of other trades unless approved by the structural engineer.

Reinforcing steel shall be deformed bars from new billets conforming to ASTM A615, Grade 60 (or A615M, Grade 420) for #5 bars and larger, and to ASTM A615, Grade 40 (or A615M, Grade 280) for #4 bars and smaller.

Bars conforming to the metric specifications and grades shown above in the metric sizes shown below may be substituted for the bars shown on the drawings. Bar spacing, embedment and lap lengths, reinforcing cover, bends, and hooks remain the same.

Fabrication and placement of reinforcing in concrete shall conform to ACI 318 & IBC section 1905. Lap all reinforcing bars at all splices, corners, and intersecting walls per table below, unless noted otherwise:

Table with 2 columns: CONCRETE STRENGTH (psi) and Values. Includes TOP and OTHER for 2,000, 3,000, 4,000, 5,000, 6,000 psi.

Use "TOP" reinforcing values for horizontal bars with more than 12" of concrete below them in the casting position. Lap lengths, in inches, are based on normal weight concrete and a minimum 2 Ds spacing and 1 Ds cover, per ACI 318-19. The sizes shown (#xx) are the corresponding metric bar sizes. Wire all the lap splices.

Minimum cover over reinforcement, unless noted otherwise: Concrete placed on earth: 3 inches; Concrete exposed to earth or weather: 2 inches; Other conditions, u.n.o.: 1 1/2 inches

Reinforcing steel welding shall be performed by WABO certified welders and shall conform to Structural Welding Code (AWS D1.4-2018). Use E80XX electrodes for A706 bars and E90XX electrodes for A615 bars unless noted otherwise. Field welds shall have special inspection per IBC section 1705.3.1.

Reinforcing bars, bolts, anchors, dowels, & metal inserts shall be securely tied in position prior to concrete placement. Reinforcing shall be supported on chairs or slab bolsters (with distribution plates if required) or concrete dobies prior to concrete placement. Support spacing shall not exceed 10 feet in each direction.

7. WELDED WIRE FABRIC IN CONCRETE

Plain welded wire fabric shall conform to ASTM A82 and A185 with fy = 65 ksi minimum. Lap fabric one space x 2" or 6" minimum at sides and ends.

Deformed welded wire fabric shall conform to ASTM A496 and A497 with fy = 70 ksi minimum. Lap fabric 8" minimum at sides and ends.

8. FIBROUS REINFORCING IN CONCRETE

Fibrous reinforcing shall have a current ICC Evaluation Report listing. Submit mix design to the Engineer for review.

Fibers shall be mixed and concrete placed per the ICC Report and the manufacturer's instructions.

9. SLABS ON GRADE

See foundation plan for concrete slab thickness and finish requirements.

Reinforcing bars or welded wire fabric shall be as noted on drawings placed 1 to 1-1/2" below the top of the slab. Two-course work or pulling reinforcing up during concrete placement is not permitted.

See foundation details for typical slab jointing.

All slab joints must be free of dirt and debris before they are sealed with semi-flexible, epoxy joint filler.

Floor slabs shall be level to within 1/4" in any 10 foot length except as noted. Flatness shall be checked with a 10 foot straight edge at random locations within 24 hours of each slab placement and construction procedures revised if required.

Exterior slabs and interior slabs that drain shall be sloped 1/8" in 12" minimum and 1/4" in 12" maximum unless noted otherwise.

If a geotechnical report is not available for this particular project, the soil properties shall be referenced to Table 1806.2 of IBC, in which allowable soil bearing pressure is taken as 1500 psf as the default value.

Concrete slabs shall be placed over 4" of 3/8" minus crushed rock with less than 5% fines, unless noted otherwise in a geotechnical report. At office areas, slabs shall be placed over a 4 mil vapor barrier over 2" of sand over 4" of 3/8" minus crushed rock with less than 5% fines.

10. WOOD FRAMING

Materials are to meet or exceed those shown below, with moisture content not to exceed 19% for sawn lumber and less than 16% for Glulams.

Table with 2 columns: Material and Specification. Includes Glue-Laminated Beams (24F-V4 or 24F-V8), Posts & Beam (Douglas-Fir (DF) #2), Studs, Sills & Plates (Hem/Fir (HF) or SPF, Stud Grade, U.N.O.), Sawn Joists (Hem/Fir (HF) #2), Rim Joist (1-Joists) (MIN. 1 1/2" Thick 1.3E LSL Rim Boards), Rim Joists (2x Joists) (2x Hem/Fir HF Matching Joist Depth), Blocking & Bridging (Hem/Fir (HF) Construction Grade), Commercial Connectors (Simpson Strong-Tie, per plan), Fabricator connectors (As detailed on plans), Roof Sheathing (3/8" 5 ply CDX or OSB, APA rated sheathing w/ ply clips or T&G), Wall Sheathing (3/8" 5 ply CDX or OSB, APA rated sheathing, U.N.O.), Floor Sheathing (3/4" T&G, APA rated STURD-I-FLOOR, blocking required under all edges, glued & nailed), Panel Adhesive (Per APA Spec AFG-01)

Unless noted otherwise, use double joists under walls or partitions parallel to joists. Solid block under partitions perpendicular to joists.

For solid joists, provide blocking or cross-bridging at 8'-0" O.C. maximum spacing and solid blocking at bearing points. Provide double joists each side of openings unless detailed otherwise.

Support joists not less than 2-1/2" onto beam or plates. Where framing into the face of the support, use not less than Simpson LUS-series hangers.

No structural member shall be cut or notched unless specifically shown & approved by the Structural Engineer.

Do not notch joists in middle half of the span. Limit depth of notch to 1/6" the depth of the joist, except as detailed. Locate bore holes within the middle 1/3 of the depth of the joist, not to exceed 2-1/2" in diameter.

Provide typical nailing per IBC Table 2304.10.2 where not called out on the plans. All nails are to be common or galvanized box, unless noted otherwise. "16d vinyl coated sinkers" may be used in lieu of 10d commons, however, they may not be used to replace 16d commons. Pre-drill as required to avoid splitting.

Where high moisture levels are present, use galvanized fasteners and galvanized hardware and fittings.

Log bolts or screws shall be hex- or square-head steel bolts with cut threads. Use washers under heads. Pre-drill holes with bit approximately 60% of shank diameter. Install bolts by turning with a wrench, not by driving with a hammer.

Machine bolts shall be ASTM A307 bolts, unless noted otherwise. Use washers under head and nut. Bolt holes shall be nominal diameter of bolt plus 1/16" u.n.o.

All sheathing shall be installed with staggered end laps with support at all panel edges by means of clips, blocking or T&G joints.

Where wood panels are fastened to steel framing, use #10 or larger self-drilling screws with tapered head. Head of screw to be flush with the face of the sheet. Spacing and edge distance to be the same as for nails unless noted otherwise.

The manufactured roof and floor system shall be designed for all dead loads plus the live, snow, wind and seismic loads identified above and the requirements of the current edition of the IBC. Additional requirements include: Sprinkler system loads per current code or as specified in this contract document; Mechanical equipment loading (see mechanical drawings); Any additional loading called out on the drawings.

Cants, crickets and over-framing shall be placed over the basic roof sheathing.

10.15 Hole diameter in GLB shall not exceed 20% of beam depth, nor 1 1/2". Seal all exposed surfaces of GLB after field cutting or drilling.

11. WOOD TRUSSES

Trusses shall be manufactured with wood webs and chords. Lumber shall be kiln dried to a moisture content of 19% or less. Truss joints shall be fastened with light metal plate connectors of galvanized steel that conform to ANSI/TPI 1-2014 pressed into both sides of the wood members.

Trusses shall be designed to fit dimensions shown on the drawings and for loads shown above; include any concentrated mechanical loads on roof. Verify weight and location with mechanical Contractor. All designs shall be in accordance with allowable values assigned by a current ICC Evaluation Report. Live load deflection shall be limited to L/360 for roof and floor framing, unless noted otherwise.

For all the individual trusses identified as "strut/truss" in the plans, they shall be designed to resist the specified axial loads in addition to the pertinent vertical loads.

Shop drawings shall be submitted to the Engineer and Building Official for review prior to fabrication. Shop drawings shall be sealed by a Civil Engineer licensed in the State of Washington who is responsible for the design. The manufacturer shall design and provide all required bridging and bracing between the trusses. The supplier shall submit a Certificate of Compliance to the Engineer and Building Official per IBC section 1704.2.5.

Trusses shall be erected and installed in accordance with the drawings, approved shop drawings and manufacturer's instructions. Contractor shall notify the Engineer prior to enclosing the trusses to provide opportunity for review of the installation. Cutting or field alteration of trusses is not permitted.

12. WOOD JOISTS

Wood I Joists shall be manufactured with webs glued to the flanges with waterproof glue.

Joists shall be manufactured by: Trus Joist (ESR-1153).

Substitution of another product requires approval of the Engineer. Equivalent joists shall have the same or greater capacities for shear, moment, and deflection.

Joists shall be designed to fit dimensions shown on the drawings and for loads shown above; include any concentrated mechanical loads on roof (verify weight and location with mechanical Contractor). All designs shall be in accordance with allowable values assigned by a current ICC Evaluation Report. Live load deflection shall be limited to L/360 & L/480 for roof and floor framing, respectively, unless noted otherwise.

Shop drawings shall be submitted to the Engineer and Building Official for review prior to fabrication. Shop drawings shall be sealed by a Civil Engineer licensed in the State of Washington who is responsible for the design. The manufacturer shall design and provide all required bridging and bracing between the joists. The supplier shall submit a Certificate of Compliance to the Engineer and Building Official per IBC section 1704.2.5.

Joists shall be erected and installed in accordance with the drawings, approved shop drawings and manufacturer's instructions. Contractor shall notify the Engineer prior to enclosing the joists to provide opportunity for review of the installation. Cutting or field alteration of joists is not permitted.

13. ENGINEERED LUMBER

All engineered lumber shall conform to a current ICC Evaluation Report. Minimum specifications:

Table with 2 columns: LUMBER TYPE and LUMBER SPECS. Includes Laminated Veneer (LVL), Parallel Strand (PSL), Laminated Strand (LSL), Rim Joist, Laminated Strand (LSL), Other.

14. ADHESIVE ANCHORS IN CONCRETE

Epoxy adhesive anchors in concrete shall be one of the following conforming to concrete temp in the schedules:

Table with 2 columns: Simpson SET-XP, Simpson AT-XP, HITI HIT-HY 200, ICC Report, ESR-2508, ESR-263, ESR-3187

Install the anchors per the ICC report and the manufacturer's specifications. Periodic and regular special inspections are required during installation of all epoxy adhesive anchors.

Substitution of alternate products requires approval of the Engineer.

GENERAL NOTES

15. GENERAL CONDITIONS

All materials and construction shall conform to the drawings, these notes, and any specifications for this project.

During the construction period, the Contractor shall be responsible for the safety of the construction project, including all excavation procedures. The Contractor shall provide adequate logging, shoring, underpinning, bracing, guys and protection of adjacent property, structures, streets, and utilities in accordance with all national, state, and local safety ordinances.

DO NOT SCALE DRAWINGS.

All information shown on the drawings relative to existing conditions is given as the best present knowledge, but without guarantee of accuracy. Where actual conditions conflict with the drawings they shall be reported to the Engineer so that the proper revisions may be made. Construction modifications shall not be made without written approval of the Engineer.

Provide vertical support and lateral bracing for electrical and mechanical equipment, vents, ducts, and piping per the applicable code requirements.

Where these plans, the project manual, and the specifications do not state specifically, the minimum provisions of the 2021 International Building Code (IBC) shall apply. Good standards and workmanship shall be employed throughout the entire project. See the specifications for detailed material and methods. In case of conflict between these structural notes, the project manual and the drawings, the most specific will govern.

No deviations from the contract documents shall be made without written consent of the engineer. If deviations from the plans are made without notification to and approval from the engineer, the General Contractor shall release Jones Engineers, Inc. from any and all claims that are in any way related to this project. The General Contractor shall further agree to defend, hold harmless and indemnify Jones Engineers, Inc. from any and all claims by any third persons that are in any way related to the project.

Window and door assemblies shall meet or exceed the requirements specified in ASTM E330 with a design pressure not less than 50 psf.

The Contractor is responsible for coordinating the work of all trades and shall check all dimensions. The Contractor shall ensure that subcontractors and fabricators receive all applicable design information including geotechnical reports, drawings, notes, and specifications. Any discrepancies shall be called to the attention of the Engineer and be resolved before proceeding with the work.

Architectural, mechanical, plumbing, and electrical drawings shall be used to define detail configurations including, but not limited to: relative location at members, elevations, size and location of floor and wall openings, floor recesses, accessible facilities, ducts, pipes and pipe sleeves, electrical conduit, and other items to be embedded in concrete or otherwise incorporated in the structural work.

16. SUBMITTAL PROCEDURES

Shop drawings, erection drawings, design-build drawings, product data, and supporting calculations shall be submitted to the Engineer for review as noted below.

Submit one set of prints and one set of reproducible drawings, or four sets of prints maximum, to the Engineer prior to fabrication or construction. Allow 5 business days for review. All submittals shall include the name, address, and phone number of the manufacturer, fabricator, supplier, and the design engineer, as applicable.

The Contractor shall review and approve all submittals before release to the Engineer. Reference plans and details as applicable. Deviations from design drawings shall be clearly marked as such. Send one record set of the revised submittal where corrections are noted but resubmitted is not required.

If the fabricator's drawings are the sole design, differ in design, or add to the design of the structural drawings, they shall be stamped by a Civil Engineer registered in the State of Washington responsible for said design. Calculations submitted are for information only and will not be stamped or returned except at the option of the Engineer.

Review is only for general conformance with the design concept of the project and general compliance with the information included in the Contract Documents. Any markings or comments are subject to the requirements of the design drawings and specifications. Contractor is responsible for correlating and confirming dimensions, choice of fabrication processes and techniques of construction, coordination of his work with other trades, and performing the work in a safe and satisfactory manner.

17. EXCAVATION AND FILL

All footings shall bear on undisturbed ground or structural fill and shall be a minimum of 18 inches below grade unless noted otherwise on the drawings.

Footings shall not be located over subsurface utility lines, tanks, large organic deposits, or other obstructions. If footing excavations reveal subsurface objects, the area shall be over excavated, the objects shall be removed, and the excavation backfilled as noted below.

Foundation excavations shall be examined and approved by the Engineer or a testing laboratory approved by the Owner, and the Building Official prior to the placement of any reinforcing steel or concrete. Not required for R-3 construction.

Material for filling and backfilling shall consist of the excavated material and/or imported borrow and shall be free of organic matter, trash, lumber, or other debris.

Fill and backfill shall be deposited in layers not to exceed 8" thick for heavy equipment and 4" thick for hand operated equipment. The fill shall be properly moistened to approximate optimum requirements and thoroughly rolled or compacted with approved equipment in such a manner and extent as to produce a relative compaction of 95% of maximum dry density for optimum moisture content as determined by ASTM D 1557. Each lift shall be tested for compliance with compaction requirements by an approved laboratory.

Hand tampers shall weigh at least 50 lbs each and shall have a face area not in excess of 64 square inches. Hand tamper may be operated either manually or mechanically and shall be used only where larger power driven compaction equipment cannot be used.

Backfill around the retaining walls exterior stemwalls shall not be placed for a minimum of 7 days after the completion of interior floor systems unless walls are adequately braced. Backfill shall not be placed until after completion and inspection of dampproofing.

Drainage backfill behind retaining wall shall be at least 24" thick and extend from the base of the wall to within one foot of the finished ground surface behind the wall. This backfill shall consist of drainage sand and gravel as shown below.

Table with 4 columns: SIEVE SIZE, % PASSING BY WEIGHT, SIEVE SIZE, % PASSING BY WEIGHT. Includes 1 1/2", 3/4", 3/8", No. 8.

Drainage backfill shall be compacted per notes above in lifts not to exceed 4 inches for hand-operated equipment. Each lift shall be tested for compliance with compaction requirements by an approved laboratory.

Do not operate heavy equipment adjacent to the wall within a distance equal to the height of the wall during backfill and compaction. Hand tampers for compaction shall be per notes above.

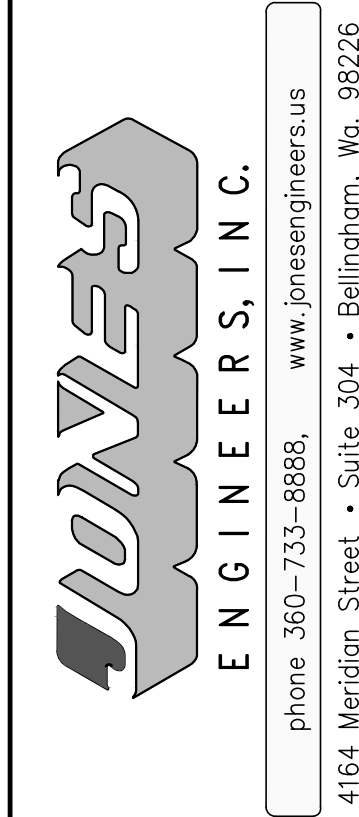
18. PRODUCT SUBSTITUTION PROCEDURES

Proposed substitutions for the specified products and materials must be submitted to the Owner and the Engineer for review prior to fabrication or construction. Provide complete documentation that shows equivalency with the specified product or material. Substitutions indicated or implied on shop drawings or product data submittals will not be considered.

Substitutions are strictly subject to the approval of the Owner and the Engineer. If approved, the Contractor shall bear the cost of any redesign required by the alternate product or material.

19. TESTING AND INSPECTION

No special inspections will be required in addition to the inspections made by the Building Official per IBC Section 110.



ENGINEERS, INC. www.jonesengineersus.com phone: 360-733-8886, 4164 Meridian Street • Suite 304 • Bellingham, Wa. 98226

SUDDEN VALLEY GOLF MAINT. #1

2050 Lake Whatcom Blvd, Bellingham, WA

STRUCTURAL NOTES



Table with 2 columns: DRAWN BY, CHECKED BY, DATE, JOB NUMBER, REVISION. Includes values like RAL, xx/xx/2024, 24 xxx.

S2.0

THIS DOCUMENT, CONSISTING OF PLANS, DESIGNS AND SPECIFICATIONS IS AN INSTRUMENT OF OUR PROFESSIONAL SERVICE AND THIS DOCUMENT SHALL REMAIN THE PROPERTY OF JONES ENGINEERS, INC. WE GRANT THE PERSONS/COMPANY NAMED ON THIS SHEET A ONE-TIME USE OF THIS DOCUMENT AT THE LOCATION SPECIFIED HEREON. ANY RE-USE OF THIS DOCUMENT IN WHOLE OR IN PART, IS STRICTLY PROHIBITED WITHOUT WRITTEN PERMISSION.



Whatcom County
 Planning and Development Services
 5280 Northwest Drive
 Bellingham, WA 98226
 Phone 360-778-5900
 Inspection 360-778-5902
 epermits@co.whatcom.wa.us

Permit

Permit Number: **COM2024-00142**

Permit Type: **Building (Commercial)**

Commercial Permit

Work Classification: **Alteration-TI**

Issue Date: **01/17/2025**

Permit Status: **Issued**

Location Address

2054 LAKE WHATCOM BLVD, Bellingham, WA 98229

Parcel Number

3704082055100000

Contacts

Sudden Valley Community Association
 4 CLUBHOUSE CIR, Bellingham, WA 98229
 (360)734-6430
 joanne.jensen@gmail.com
Owner

SARAH BROWN
 3222 EAGLERIDGE WAY, BELLINGHAM, WA 98226
 (360)920-5498
 sarah@sbarchdesign.com
Applicant

Tyler Andrews
 PO Box 30498, Bellingham, WA 98228
 accounting@pnwcivil.com
 PNWCIC1834C2
 02/22/2027
Contractor

Construction Permit Details

Proposed Work: Tenant Improvement - Alteration to existing bathroom and staff breakroom

Bldg. SQ. FT.

New Sq. Footage	570	Original SF	0
Total Sq. Footage	570		

Building Info

Basement	No	Census Code	A-200 Addition/Remodel
Heat Sources	N/A	No. of Stories	1
Number of Bathrooms	1	Number of Units	0
Occupancy Group:	B/S1	Sprinklered	No
Type of Construction:	VB	Type of Work:	TI

Set Back

Setback Front Ft.	Maintain Existing Footprint	Setback Rear Ft.	Maintain Existing Footprint
Setback Side1 Ft.	Maintain Existing Footprint	Setback Side2 Ft.	Maintain Existing Footprint

Site or Approval Info

Commercial Project Type	Private Business	Comp Plan Designation	RURAL COMMUNITY
Fire District	South Whatcom Fire Authority	New Well Constructed after	No
School District	Bellingham School District 501	1/19/2018	
Urban Growth Area		Shoreline	No
Zoning	R5A, STC, RR3, RR3	Watershed/Phase II NPDES	6641.4

Pursuant to WCC 15.04, this permit will expire by limitation and become null and void if the work authorized under this permit is not completed in accordance with the permitted requirements within two (2) years of the date of issuance of this permit. A single, one (1) year extension may be granted to complete the authorized work under this permit if a written request is submitted to the Building Official prior to the original expiration date. An extension will only be granted if the permit holder has documented circumstances beyond their control have prevented the authorized work from being completed. A new permit

POST THIS PERMIT ONSITE WITH THE APPROVED PLANS
 COMPLIANCE WITH ALL INSPECTIONS AND CONDITIONS REQUIRED PRIOR TO OCCUPANCY

ALL INSPECTIONS SHOULD BE SCHEDULED A MIMIMUM OF 1 BUSINESS DAY IN ADVANCE
 INSPECTION LINE 360-778-5902 or online at <https://www.whatcomcounty.us/582/Scheduling>



Whatcom County
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 5280 Northwest Drive
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Permit

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Inspections

Inspection Type	Inspection Card (call inspections in the order they appear below)
Standard Inspections	<i>Contractors, please call or schedule your inspection in this ord</i>
Pre-Construction (Com)	
Ground Plumbing	
Ducts	
Rough Frame & Roof	
Rough Plumbing	
Insulation - Walls	
Final Health - OSS	
Final Health - Water	
Final Development (PW)	
Final Flood	
Final Planning/Zoning	
Final Natural Resources	
Fire Final Inspection	
Final Building	

Condition Name	
1	BS - IRC/IBC WORK SITE POSTING The established address for the proposed work site shall be posted on a substantial, weather-resistant sign in a location readily visible from the public way. In all cases, when applicable, the sign shall also include the corresponding division and/or lot number. NO EXCEPTIONS. Sign lettering must have sufficient contrast from the sign background. Lettering must be clear, readable and large enough to be discernible from a passing vehicle. Signs are required to be posted prior to any inspection requests and shall remain visible for the duration of the project construction.
2	BS - IRC/IBC DEFERED SUBMITTALS Deferred submittals shall be submitted to the registered design professional in charge for review and general conformance with the building/structure design prior to submittal to Whatcom County. Once received by Whatcom County, deferred submittals must be approved by the Building Official. Deferred submittal items shall not be installed until design documents are approved, per IBC Section 107.3.4.2. All systems are to remain accessible until approved for cover.
3	BS - IRC/IBC APPV TO CONSTRUCT IRC/IBC - Approved to construct, subject to field inspections, special inspections, corrections and provisions of plan review.
4	FM - Address Posting Address shall be posted, per the Whatcom Sign Standards, where the driveway meets the main/private road or where approve by WCFMO.
5	BS - IRC/IBC PLANS & INSP RECORD Approved plans shall be kept on the building or work site at all times during which the work authorized thereby is in progress. Work requiring a permit shall not be commenced until the Inspection Record Card is posted or otherwise made available in a convenient location. (IRC Sections R105.7 & R106.3.1 / IBC Sections 105.7 & 107.3.1)
6	BS - IRC/IBC ANY DEVIATION IBC/IRC - Any deviation in construction from approved plans requires prior review and approval by Whatcom County Planning and Development Building Services and Land Use Departments.
7	FM - FIRE EXTINGUISHER SIZE Fire extinguisher size shall be ____2A/10BC____. Location shall be approved by the Whatcom County Fire Marshal.

POST THIS PERMIT ONSITE WITH THE APPROVED PLANS
 COMPLIANCE WITH ALL INSPECTIONS AND CONDITIONS REQUIRED PRIOR TO OCCUPANCY

ALL INSPECTIONS SHOULD BE SCHEDULED A MIMIMUM OF 1 BUSINESS DAY IN ADVANCE
 INSPECTION LINE 360-778-5902 or online at <https://www.whatcomcounty.us/582/Scheduling>

CONSTRUCTION CONTRACT

This Construction Contract, including all appendices, (the "Contract") is made and entered into by and between Owner and Contractor on the date of the last signature below for the construction of the project described below.

OWNER

Owner's Name	Sudden Valley Community Association
Address	ATTN: General Manager 4 Clubhouse Circle Bellingham, WA 98229
Telephone Number	(360) 734-6490

CONTRACTOR

Contractor's Name	
Address	
Telephone Number	
Contractor's Authorized Representative	
Federal Identification Number	
Registration Number	
Washington UBI Number	

For and in consideration of the Contract Price noted below, subject to the terms and conditions contained herein, Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce to fully, completely, and faithfully comply with all the terms and conditions of this Contract.

1. **PROJECT.** The Project is described as follows:

Project Name: _____

Project Location: _____

2. WORK. The Contractor agrees to perform the following Work in accordance with all applicable laws, codes, and industry standards to construct the Project as follows:

(Insert and list above a precise description of the Work covered by this Subcontract, referring to the numbers of drawings and pages and/or sections of specifications including any applicable addenda and/or alternates, etc.)

3. CONTRACT DOCUMENTS. In addition to this Contract and the enclosed Standard Contract General Conditions, the Contract Documents for this Contract consist of:

Description of Document	Date

Any conflicting provisions in the Construction Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the Owner, and the interpretation shall be governed in the following priority:

- i. This Contract;
- ii. Any drawings and/or specifications provided by the Owner;
- iii. Any Change Orders executed by and between the Owner and Contractor after execution of this Contract; and
- iv. The Contractor’s Proposal.

4. CONTRACT PRICE. The Owner shall pay the Contractor \$_____, plus Washington State sales tax, for all Work completed in conformance with this Contract and the Construction Documents.

5. TIME OF PERFORMANCE. The Contractor shall commence construction no later than _____ (the “Commencement Date”), and Contractor shall complete all Work within _____ days of the Commencement Date (the “Contract Time”). The parties agree that time is of the essence of this Contract and the Owner will suffer damage and be put to additional expenses in the event that the Contractor does not have the Work substantially complete by the end of the Contract Time.

(CHECK IF APPLICABLE) Because it is difficult to accurately compute the amount of such costs and damages, the Contractor hereby covenants and agrees to pay to the Owner liquidated damages of \$____ per day for each day that expires after the time set forth above, which the Contractor and Owner agree reasonably approximates Owner’s actual damages.

6. INSURANCE. Contractor shall purchase and maintain insurance in the following amounts on a per occurrence and aggregate basis naming the Owner as an additional insured by endorsement. All such insurance shall be primary to any coverage carried by Owner. Contractor shall provide Owner evidence of such coverage prior to commencing the Work.

	Per Occurrence Coverage	Aggregate Coverage
General Commercial Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$250,000 or such higher amount as Contractor currently carries	NA

7. **GENERAL CONDITIONS.** The Standard Contract General Conditions (the "General Conditions") are attached hereto are incorporated herein by this reference.

8. **REPRESENTATIONS.** The Owner and the Contractor represent and warrant that the following statements are true and accurate:

THIS CONTRACT CONTAINS AN INDEMNIFICATION OF CERTAIN LIABILITIES AND A WAIVER OF CONTRACTOR'S TITLE 51 RCW IMMUNITY.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract, effective the date of the last authorized signature below.

OWNER:

CONTRACTOR:

SUDDEN VALLEY COMMUNITY
ASSOCIATION

Date: _____

By: _____

Its: _____

Date: _____

STANDARD CONTRACT GENERAL CONDITIONS

- A. Subcontractors and Lien Releases.** Contractor shall, upon request of Owner, provide a list of all subcontractors and suppliers of Contractor. Owner may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor.
- B. Scheduling.** Owner shall give Contractor advance notice of anticipated starting date for Contract Work. Contractor shall start Work on the date agreed to by Owner and Contractor and shall complete the several portions and the whole of the Work herein described at such times as reasonably specified by the Owner in order to allow Owner to timely complete the Project. Contractor shall cooperate with Owner and other contractors hired by Owner to coordinate Work with other Contractors.
- C. Payment.** Contractor shall receive progress payments on a monthly basis for Work approved by Owner and all materials to be used on the Project which have been stored on site by Contractor. Contractor shall make applications for payment on a monthly basis by submitting a bill by the _____ day of the month (the fifth (5th) day of the month if not so stated). Applications for payment submitted by the Contractor shall indicate the percentage of completion of each portion of the Contractor's Work as of the end of the period covered by the application for payment. Contractor shall be paid for Work completed to date from Owner's last progress billing date. Owner shall withhold 5% retention from each progress payment. Retainage shall be paid within ___ days after the latest of the following: (i) Owner's approval of completion of the Work, (ii) close out of all paperwork required herein and (iii) receipt of required lien releases.

The Owner shall pay the approved amounts within _____ days (thirty (30) days if not so stated) of the date on which the application for payment is received.

Final payment for Work under this Contract shall be made within _____ days (thirty (30) days if not so stated) after Owner has approved the completion of the Work and Contractor has fulfilled each of its obligations under this Contract. As a prerequisite for any payment, Contractor shall provide, in a form satisfactory to Owner, partial lien releases, claim waivers and affidavits of payment from Contractor and its lower-tier subcontractors and suppliers of any tier, for the completed portions of Contractor's Work. Before issuance of the final payment, the Contractor shall submit evidence satisfactory to Owner that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Contractor's Work have been satisfied. Contractor shall provide Owner with a signed lien release before receiving final payment.

Contractor shall be entitled to payment by Owner of all undisputed amounts. In the event that the Owner disputes an amount, the Owner may withhold fifty percent (50%) of the disputed amount. Owner shall provide a written explanation of the reason for the dispute with the payment.

Owner shall be entitled, but not required, to issue two-party checks in the name of the Contractor and any of Contractor's subcontractors or suppliers, union(s) for which Contractor's employees are members, any union trust fund, medical fund or pension fund for which Contractor's employees are members.

Contractor may invoice for materials delivered to the jobsite and receive payment as outlined above. Materials delivered to the site, and not installed, shall be paid at invoice cost. Contractor shall pay its own subcontractors and suppliers all sums owed them within ten (10)

days of receipt of payment from or on behalf of Owner. Contractor agrees that no assignment of any payment otherwise due under this Contract shall be effective without first securing the express approval of any assignee to the limitations contained in this subsection.

D. Change Orders. Owner may, without invalidating this Contract, order in writing extra Work or make changes by altering, adding to, or deducting from the Work and the Contract price and time shall be adjusted accordingly. All such Work shall be executed under the conditions hereof. All Change Orders shall be in writing and signed by the Owner and Contractor. The Owner shall not be liable for any additional Work performed by Contractor unless such additional Work has been incorporated into a Change Order. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, MAXIMUM CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE OWNER.**

If additional Work has been fully accepted by Owner, payment shall be made to Contractor with the next regular payment as provided herein. Contractor acknowledges that, unless expressly stated otherwise within a written Change Order, any change in the Contract Price and Time effected through a written Change Order shall constitute full and final payment and accord and satisfaction for any and all cost incurred (including, but not limited to, home office and field overhead and profit), labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with or arising out of the change in the Work.

E. Nature of Work. Contractor has conducted a full examination of all relevant plans and specifications and is not aware of any defects or mistakes in the applicable plans and specifications that would make the Work not buildable according to the applicable plans and specifications, for the Contract Price provided herein and in the time provided for herein. Contractor has satisfied itself as to the nature and location of the Work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any matter affect the Work under this Contract agreement and acknowledges that Contractor has had a reasonable opportunity to examine the site.

F. Contractor Employer. Contractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government. Contractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions and any other lawfully required withholding and pay the same; Owner shall be in no way liable as an employer of, or on account of, any employees of Contractor.

G. Permits & Taxes. Contractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Contract and shall pay any and all federal, state, and local taxes, applicable to the Work to be performed under this Contract. Contractor shall also be responsible for payment of state sales/use taxes applicable to the Work of Contractor.

H. Contractor Property. Materials delivered by or for Contractor and intended to be incorporated into the construction hereunder shall remain on the jobsite and shall become property of Owner upon incorporation into the Work. Contractor may repossess any surplus materials remaining at the completion of the Contract; provided, Contractor shall not charge Owner for any repossessed materials. All scaffolding, apparatus, ways, works, tools, equipment, machinery, and plans brought upon the premises by Contractor shall remain

Contractor's property. It shall be Contractor's responsibility to unload, store, and protect its property to bear the risk of loss thereof.

Materials delivered by or for Contractor and intended to be incorporated into the construction hereunder shall remain on the site and shall become property of Owner upon incorporation into the Work, but Contractor may repossess any surplus materials remaining at the completion of the contract; provided, however, Contractor shall not charge Owner for any repossessed materials. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Contractor shall remain Contractor's property. It shall be Contractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the Work and until the Work is accepted.

I. Default and Takeover. Upon three (3) calendar days' written notice to Contractor, Owner may terminate this Contract in whole or in part for Owner's convenience and/or at its option. Contractor's remedy for such convenience or optional termination is limited to the following: (1) payment pursuant to the terms of this Contract for all Work properly performed prior to termination; (2) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (3) Contractor's reasonable close-out costs. In no event shall Contractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on Work not performed.

Contractor shall be in default of this Contract if it refuses or fails to supply enough properly-skilled workers or materials, refuses or fails to make prompt payment to subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective Work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, or materially breaches this Contract. If Contractor fails to correct the default and maintain the corrected condition within not less than three (3) working days of receipt of written notice of the default, then Owner, without prejudice to any rights or remedies otherwise available to it, shall have the right to terminate this Contract in writing and thereafter either perform the Work itself or obtain another Contractor to perform the Work. All of the costs incurred by Owner shall be charged to Contractor and Owner shall have the right to deduct such expenses from monies due or to become due Contractor. Contractor shall be liable for the payment of any expenses incurred by Owner in excess of the unpaid balance of the Contract Price.

In the event of an emergency including, but not limited to, the imminent potential damage to persons or property requires immediate repair Owner shall be entitled to conduct such repairs without providing advance written notice of the same to Contractor. Owner shall issue written notification to Contractor of such emergency repairs within five (5) days after making such repairs. Contractor shall be solely responsible for the cost of all such emergency repairs.

If Owner's termination for default is later deemed to be wrongful, without cause, or otherwise unjustified, the parties agree that the termination automatically converts to a termination for convenience and Contractor agrees that its remedies for such wrongful termination shall be limited to those provided in the termination for convenience.

If Contractor files or otherwise becomes subject to bankruptcy proceedings, Owner and Contractor agree that any delay attendant to the assumption or rejection of the Contract by the bankruptcy Trustee or a debtor-in-possession will be prejudicial to Owner. Consequently, Contractor, to minimize delay and to mitigate damages and/or other prejudice suffered by

Owner, hereby stipulates to a notice period of ten (10) calendar days for Owner's motion to require Trustee or debtor-in-possession to assume or reject the Contract.

J. Unit Price. In the event this Contract contains unit price items, it is understood and agreed that any quantities mentioned are approximations only and subject to change as required by the Contract or as ordered and directed by Owner.

K. Material Quality. Materials condemned by Owner as failing to conform to the Contract shall, upon notice from Owner, be immediately removed by Contractor. Failure of Owner to immediately condemn any Work or materials as installed shall not in any way waive Owner's right to object thereto to any subsequent time.

L. Job Damage. Damage caused by Contractor, its subcontractors or suppliers, or any subcontractor or supplier of any tier, to Work other than its own shall be reported immediately to Owner and Contractor shall be responsible for its repair. Damage caused by Owner to Work of Contractor shall be reported immediately to Contractor and Owner shall be responsible for its repair.

M. Safety. Contractor and its subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, OSHA (Federal Occupational Safety and Health Administration) / DOSH (Washington State Division of Occupational Safety and Health) / WISHA (Washington Industrial Safety and Health Act), and any safety measures requested by Contractor. Contractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Contractor's or its subcontractors' care, custody or control. Contractor and its subcontractors shall furnish all required safety equipment for its Work and ensure all of their employees and subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH/WISHA requirements.

Contractor certifies that it and its subcontractors are registered contractors. Contractor certifies that it and its subcontractors maintain a written Accident Prevention Plan and a Project-specific safety plan in compliance with applicable OSHA/DOSH/WISHA regulations. Contractor's Accident Prevention Plan should address subcontractor's role and responsibilities pertaining to safety on the Project, training and corrective action and be tailored to safety and health requirements for the Work involved. Contractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by Owner, Contractor shall provide information regarding safety matters.

Contractor shall promptly provide Owner with written notice of safety hazard(s) or violation(s) found on the Project or of any injury to its or its subcontractors' workers incurred on the Project.

Contractor agrees to defend, indemnify and hold Owner harmless from all OSHA/DOSH/WISHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Contractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Owner may charge against the sums otherwise owing to Contractor the Amount of the fine and the fees, costs and expenses incurred by Owner in the defense of the claims, citation and/or fine arising from or relating to the Contractor's above-referenced failure.

N. Housekeeping and Cleanup. Contractor shall regularly remove all refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Contractor's obligations. In the event Contractor or its subcontractor fails or refuses to meet these requirements, Owner may remove refuse and charge all costs to the Subcontract, provided that Contractor has received twenty-four (24) hours or one (1) full working day, whichever is greater, prior written notice. In the event Owner determines emergency conditions exist, Owner may proceed as above without prior notice.

Contractor shall comply with all applicable hazardous waste regulations under federal, state or local laws. Contractor shall provide Owner with all Safety Data Sheets ("SDS") for any and all hazardous substances covered under all applicable laws before commencing Work, and all SDS shall comply with OSHA's Hazard Communication Standard. Contractor shall, prior to commencing Work, inform Owner of its intent to use any hazardous substances at the Project and shall continuously update Owner of any new hazardous substance brought to the Project during performance of the Work. Failure to comply with this paragraph may result in fines and damages being assessed to Contractor. Contractor shall defend, indemnify and hold Owner harmless from any and all costs and expenses, including attorneys' fees, arising from the use or discharge of any hazardous substance by Contractor at or off the Project site.

O. Release and Hold Harmless – Damage to Equipment. Contractor hereby releases, discharges and agrees to hold Owner harmless from any damage either to the Contractor's property or rented equipment which is caused in whole or in part by the negligence of Contractor, its agents, employees or subcontractors.

P. Insurance. Contractor shall obtain and keep in force during the term of this Contract and the applicable Statutes of Repose and Limitations period, commercial general liability insurance with dollar limits and coverage equal to, or greater than the types and amounts of coverage noted at the front of this Contract. Such insurance shall be "occurrence-based" and shall include contractual liability coverage applicable to the indemnity provisions of this Contract and "completed operations" coverage. Contractor shall furnish to Owner evidence of this insurance including the provision regarding notice of cancellation or reduction in coverage. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an insurer satisfactory to Owner and shall provide for not less than thirty (30) days prior written notice to Owner of cancellation or reduction in coverage. In the event Contractor fails to maintain any and all insurance required by this Contract during the entire life of this Contract, Owner may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor.

Contractor shall provide insurance that: (1) names Owner as an additional insured for liability arising out of the Contractor's Work, including completed operations losses, without qualification, limitation or reservation; (2) is endorsed to be primary and noncontributory with any insurance maintained by Owner; (3) does not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (4) contains a severability of interest provision in favor of Owner; and (5) contains a waiver of subrogation against Owner. Before commencing work, Contractor shall provide a copy of the additional insured endorsement to Owner as evidence of additional insured status.

Owner makes no representations that the required minimum amount of insurance is adequate to protect Contractor. The procuring and/or carrying of insurance shall not limit Contractor's obligation or liability pursuant to this Contract or as a matter of law.

Q. Workers' Compensation. Contractor shall furnish to Owner evidence that its workers are covered by applicable workers' compensation coverage.

R. Subcontractors. Contractor shall, upon request of Owner, provide a list of all subcontractors and suppliers of Contractor. With regard to all subcontractors retained by the Contractor, the Contractor agrees (i) to be primarily responsible for any Work performed by such subcontractor and to ensure that such Work is timely completed in the manner required herein; (ii) to ensure that invoices submitted by subcontractor comply with the requirements for invoices submitted by Contractor to Owner; (iii) that Contractor shall be solely responsible to make any necessary repairs or to perform punch-list items caused by subcontractor's Work; and (iv) to ensure that subcontractor complies with all the obligations of Contractor set forth herein and to be primarily responsible for any non-compliance. Contractor shall be solely responsible for paying subcontractor any amounts due to it. Owner may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor. Contractor agrees to release Owner and to hold Owner harmless from any and all claims by subcontractor for payment.

S. Disputes and Back Charges. In the event of a dispute between Owner and Contractor, Contractor agrees to proceed with the Work in accordance with the requirements of this Contract, pending settlement of the dispute.

T. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including, but not limited to attorneys' and expert's fees, (collectively a "claim") arising out of or resulting from performance of the Contractor's Work under this Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of Owner or its agents or employees. Contractor's duty to indemnify Owner for liability for damages arising out of claims caused by or resulting from the concurrent negligence of: (a) Owner, its agents or employees, and (b) Contractor, its agents, employees and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Contractor, its agents, employees and lower-tier subcontractors or supplier of any tier.

CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS PROVIDED CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONTRACTOR BY OWNER, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST CONTRACTOR.

Contractor's Initials _____

Contractor agrees that its defense and indemnity obligations to Owner under this Contract survive any limitation imposed by any statute of repose or limitation including but not limited to RCW 4.16.300, 4.16.310, or 4.16.326, and Contractor hereby waives any and all defenses under any statute of repose or limitations. Contractor further agrees that any statute of limitation on a claim by Owner pursuant to this provision shall not begin to run until Owner discovers that Contract has breached either its duty to defend or its duty to indemnify, whichever occurs first.

U. Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work of this Contract will be performed in a workmanlike manner and free from defects not inherent in the quality required or permitted, will comply with all applicable codes and regulations, will be consistent with industry standards, and that the Work will conform to the requirements of the Contract. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract. This warranty shall extend for the longer of the period of (i) the warranty normally given by Contractor for the Work in its ordinary course of business, (ii) the warranty period set forth in the Quote or other documents sent to Owner, or (iii) one (1) year from the date of substantial completion of the Work or occupancy of the Project by Owner, whichever occurs first. The warranty shall not apply to any damage or loss to the Work occasioned by Owner's failure to perform ordinary and reasonable maintenance during the warranty period or any written notice of defects received after the one (1) year period. Owner shall promptly notify Contractor in writing of all warranty claims and allow Contractor reasonable access to the Project to correct or repair the Work.

V. Contract Controls. Except for the Scope of Work and Warranty provisions specifically incorporated herein by the Contract, any terms or conditions attached to or incorporated into Contractor's proposal, quote, or other document shall not apply to the Contract. The Contract shall be solely and exclusively governed by the terms and conditions set forth in the Contract and these Standard Contract General Conditions.

W. Wage and Other Payments. Contractor shall comply with all state and federal wage laws and, upon request, provide proof of the same to Owner. In addition, if Contractor's employees are members of a union, then Contractor shall pay when due all obligations due under the collective bargaining agreement or other agreement, including but not limited to, medical benefits, dental benefits, pension benefits and the like.

X. Notices. All notices, demands, requests, consents and approvals which may or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, emailed, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the address provided in this Contract or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

Y. Claims. As a condition precedent to any right to recover for any instances of interruption, disruption, extra work, additional work, changed work, delay, hindrance and/or

efficiency loss of any nature whatsoever in Contractor's Work (collectively "Impact"), believed by Contractor to be caused by the acts or omissions of Owner, Architect/Engineer or the employees or agents of any of them, Contractor must provide written notice to Owner in the manner required by this Contract within five (5) days after occurrence of the Impact. Such written notice shall identify the cause of the Impact, the party Contractor believes is responsible for the Impact, and a rough order of magnitude as to the extra cost and/or time resulting from the Impact. FAILURE OF CONTRACTOR TO PROVIDE TIMELY WRITTEN NOTICE, AS PROVIDED IN THIS PARAGRAPH, SHALL RESULT IN AN ABSOLUTE WAIVER AND FORFEITURE OF CONTRACTOR'S RIGHT TO RECOVER ANY ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.

In the event Contractor believes it is entitled to receive compensation and/or time due to damages from Impact(s), Contractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for Contractor's claim with supporting data and/or the entitlement basis to support an extension of time) shall be delivered to Owner within fifteen (15) days of its Written Notice of Impact, or within sufficient time to allow Owner to comply with the notice and claim requirements of the Main Contract (whichever is sooner). FAILURE OF CONTRACTOR TO TIMELY PROVIDE ITS STATEMENT OF CLAIM FOR AN INCREASE IN THE CONTRACT AMOUNT OR FOR AN EXTENSION OF TIME SHALL RESULT IN AN ABSOLUTE WAIVER OF CONTRACTOR'S CLAIM AND ANY RIGHT TO RECOVER ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.

Owner does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Owner's waiver is unequivocal, explicit, and in writing.

Z. Mediation. Claims, disputes, or other matters in controversy arising out of or related to this Contract, except those waived, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement may be waived by Owner.

AA. Arbitration / Litigation. At Owner's sole option, all claims, disputes, and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or by an arbitrator mutually agreed upon by the parties. In the event of arbitration, Contractor and Owner 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 Owner does not select Arbitration as the means of dispute resolution, all claims, disputes and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs and expert fees.

BB. Governing Law. This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Whatcom County, Washington, regardless of where the Project is located. Both parties expressly waive their right to a jury trial.

CC. Amendment. No modification, termination or amendment of this Contract may be made except by written Contract signed by all parties.

DD. Waiver. Failure by Owner or Contractor to insist upon the strict performance of any covenant, duty agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any waiver must be expressly made in writing and signed by the waiving party.

EE. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

FF. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

GG. Captions. The captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

HH. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction, including any proposal for services. Owner shall not be liable to Contractor or to any third party for any representations, made by any person, concerning the Work or the terms of this Agreement, except to the extent that the same are expressed in this Agreement. No modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties.