



Sudden Valley Community Association

1850 Lake Whatcom Blvd Bellingham, WA 98229

www.suddenvalley.com

360-734-6430

Board of Directors Meeting

January 22, 2026, 7:00 PM, 8 Barn View Ct. Multipurpose Room A

Call to Order

Roll Call

1) Adoption of Agenda

2) Announcements

3) Property Owner Comments – 15 Minutes Total

Please note that comments are limited to 3 minutes per person.

4) Consent Agenda

- a) Approval of Minutes – January 8, 2026

5) Reports

None

6) Continuing Business

- a) Committee Appointments
- b) Update on Recreation Corridor construction
- c) Request for Approval – Area Z Garden Lease (Revised)

7) Executive Session – Legal

8) New Business

- a) Request for Approval – LGIT Information & Technology Consulting Contract
- b) Capital Request – Replacement of NH 42 HP tractor model #TN55
- c) Capital Request – 2026 On-Call Engineering
- d) Capital Request – 2026 Fast Response
- e) Capital Request – 2026 CVC Funds
- f) Capital Request – Pothole & Minor Road Repairs

Adjournment



BOARD OF DIRECTORS REGULAR MEETING

Thursday, January 8, 2026, 7:00 PM

8 Barn View Ct, Multipurpose Room A

Minutes

CALLED TO ORDER AT: 7:05 PM

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean, President Present	4. Taimi Van de Polder, Secretary Present	7. Sean Chaffee Present	10. Rob Gobbs, N&E Chair Present
2. Tom Henning, Vice President Present	5. Laurie Robinson Present	8. Joseph Adams Present	11. Daniel Rodriguez, ACC Chair Present
3. Jean Maixner, Treasurer Absent - Excused	6. Ray Meador Present	9. Linda Bradley Present	10 of 11 BOD members present.

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager
Joel Heverling, Finance Director
Spencer Huston, IT

Call to Order:

Keith McLean, President, called the meeting to order at 7:05 PM.

1. President called for motion to adopt the agenda

Motion: Move to adopt the agenda.

Motion By: Director Bradley		Seconded By: Vice President Henning	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

2. Announcements

- There were no new announcements.

3. Property Owner Comments

- Justin Clary, General Manager of the Lake Whatcom Water and Sewer District, provided an update on the services they provide for 2026.

4. Consent Agenda

Motion: Move to approve the minutes for the December 11, 2025 meeting with corrections.

Motion By: Vice President Henning		Seconded By: Director Meador	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

5. Reports

5a. December General Manager Report

5b. Financial Statements, September & October

5c. Committee Reports

- i. Architectural Control Committee
- ii. Document Review Committee
- iii. Executive Committee
- iv. Finance Committee
- v. Long-Range Planning Committee
- vi. Nominations & Elections Committee
- vii. Safety Committee

6. Continuing Business

6a. Request for Appointment of Committee Members

Motion: Move to appoint Marty Jeide and John Gingrich to the Finance Committee.

Motion By: President McLean		Seconded By: Secretary Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Motion: Move to appoint Jeff Mildner, Mitch Waterman, Ken Van de Polder, Gary Bara, Elizabeth Huthert, April West, and Chad Avery to the Long-Range Planning Committee.

Motion By: Secretary Van de Polder		Seconded By: President McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Motion: Move to appoint Donn Jamtaas, Jo Jean Kos, Michael Wadsworth, Rob Gibbs, and Joe Adams to the Nominations & Elections Committee.

Motion By: President McLean		Seconded By: Secretary Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Motion: Move to appoint Kolleen Mitchell, Debbie Davolio, Ted Wang, and Judy White to the Safety Committee.

Motion By: Vice President Henning		Seconded By: Secretary Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

6b. Discussion of N&E Recommendation to Use Unilect for the 2026 Election

Motion: Move that the Board of Directors authorize Jo Anne Jensen to proceed with contract negotiations with UNILECT for the 2026 AGM.

Motion By: President McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

7. Executive Session – Legal

Motion: Move to executive session to discuss legal at 8:17 PM.

Motion By: President McLean		Seconded By: Vice President Henning	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

No action taken during executive session.

Motion: Move to open session at 9:21 PM.

Motion By: President McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

8. New Business

8a. Request for Approval – Stormwater Easement for 101 Polo Park Dr.

Motion: Move that the SVCA Board of Directors approve the proposed easement at 101 Polo Park Dr. and the proposed fee of \$1,500 to cover legal fees, recording fees and administrative costs, and supply an arborist report after the work has been completed to verify any damage done to trees.

Motion By: President McLean		Seconded By: Secretary Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

8b. Security Proposals

Motion: Move that the meeting be ajorned at 9:46 PM

Motion By: President McLean		Seconded By: Director Chaffee	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Meeting adjourned at 9:46 PM

Approved by: _____
Taimi Van de Polder, Board of Directors Secretary



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229

360-734-5320

www.suddenvalley.com

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: January 22, 2026
Subject: Approval Request – Approval of Revised Community Garden Lease

Purpose

To request board approval of the revised community garden lease.

Background

During the October 23, 2025 meeting, the Board directed GM Michael Bennett to revise the standard Garden License agreement to include a charge for water. A revised lease was approved by the board at the November 13, 2025 meeting. A copy of the approved agreement was shared with the Community Garden Club after board approval. In response, the club has requested revisions to the agreement.

Analysis

While the attached document includes many revisions, most of the changes were made to the Area Z Club Rules, which are included in the agreement as Appendix C. The operational changes made to the club rules do not affect SVCA. The material changes made to the terms of the lease agreement are:

- Sections 2.2, 2.3, and 2.4: rules specific to Plot 1 or Plot 2 were added. These additions do not affect SVCA.
- Section 2.5: changed the timing of the water cost offset payment to the beginning of each growing season instead of the end. This change has a positive affect on SVCA as we will get reimbursement in advance of the growing season.
- Section 3: The previous agreement included a mutual 30 day termination clause, allowing either party to terminate the agreement after 30 days notice, without reason. The revision proposed by the club replaces the termination clause with the mutual option for non-renewal. Notice of non-renewal must be given before the end of April of the year preceding the anniversary of contract signing. This effectively limits termination to a specific time each year.

This change to the termination clause reflects the fact that gardening is a seasonal activity primarily taking place between May and September. Terminating the agreement with 30 days notice in the middle of the growing season would destroy each gardener's investment in their plot. From SVCA's perspective, this significantly reduces our flexibility in managing the land used by the club. I recommend that SVCA refuse to accept the language requested by the Community Garden Club and substitute the compromise wording proposed by SVCA attorney, Richard Davis. This new language retains the 30 day mutual termination clause, but indicates that SVCA will only invoke it if circumstances make it necessary. The new language is shown highlighted in yellow.

Request

Request that the SVCA Board of Directors approve the revised agreement, with the 30 day termination clause retained.

Motion

Move that the SVCA Board of Directors approve the revised agreement, with the 30 day termination clause retained.

Board of Directors Approval

Approved: _____ Not Approved: _____

Keith McLean, President

Sudden Valley Community Garden ~~Area Z Garden~~ Club

~~License for Community Garden and Club Membership Terms, Fees, Policies and Procedures~~

~~(revised 2025 -- valid through 2030)~~

LICENSE FOR COMMUNITY GARDEN

THIS LICENSE FOR COMMUNITY GARDEN (the "License") is made and entered into on the date of the last signature below by the **Sudden Valley Community Association**, a Washington nonprofit corporation (the "Association"; ~~");~~) and the **Sudden Valley Area Z Community Garden Club**, an unincorporated member-run group (the "Club"). The Association and the Club shall be collectively referred to as the Parties.

WHEREAS, the Association owns ~~specific~~certain real property within the Sudden Valley Community as common area for the benefit of its members;

WHEREAS, with permission of the Association, the Club currently utilizes a plot of the Association's real property described and/or depicted on Exhibit A hereto as a community garden ("Garden Plot 1");

~~**WHEREAS**, the Club desires to utilize, and the Association desires to allow the Club to utilize, an additional plot of the Association's real property described and/or depicted on Exhibit B hereto as an additional community garden ('Garden Plot 2');~~

WHEREAS, Garden Plot 1 ~~and Garden Plot 2~~ shall be collectively ~~called~~referred to as the "**Garden Plots.**"

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree to the following terms and conditions:

~~4-~~ **1. Grant of License.** The Association hereby grants the Club a non-exclusive, revocable license to utilize the Garden Plots as community gardens. The Club shall not use the Garden Plots for any other purpose without the express prior written permission of the Association, which ~~gives approval~~ the Association has sole and exclusive authority to deny, condition, or delay. The Club shall not utilize any of the Association's real property outside of the Garden Plots for community garden purposes.

~~4.4~~ **1.1 No Interest in Real Property.** This License shall not be deemed to transfer any interest in the underlying Association's real property to the Club or its members. ~~Instead~~Rather, it grants a permission to the Club and its members ~~permission~~ to use the Association's property under the terms and conditions and for the purposes set forth herein.

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~~2.~~ **2. Compliance with Club Rules.** ~~At all times, the~~ The Club and its members shall, ~~at all times,~~ utilize the Garden Plots in compliance with the **Sudden Valley Community Garden Rules** dated January 1, ~~2025, 2026, and~~ which are attached hereto as Exhibit C (the "Club Rules"). ***The Club shall not modify, alter, or otherwise change the Club Rules without the Association's express prior written approval, which approval the Association has sole and exclusive authority to deny, condition, or delay.***

~~3.~~ **2.1 Indemnification.** Without limiting the generality of Paragraph 2 above, the Club shall ensure that it receives and transmits hold harmless agreements to the Association from all Club members utilizing the Garden Plots no later than January 1st of each year and within three (3) days of a new member joining the Club after February 1st of each year.

2.2 Water usage at Plot 2 Recreation Corridor is restricted to 06:30 and 19:00 hours.

2.3 Raised bed gardening at Plot 2 Recreation Corridor is optional.

2.4 Access into Plot 2 Recreation Corridor is restricted to access through the parking lot on the south side; members shall not access the Plot by means of the Golf Course.

~~4.~~ **2.5 Irrigation Water Reimbursement.** Beginning in the 2026 season, and payable at the ~~end~~beginning of the 2026 growing season, and at the ~~end~~beginning of each subsequent growing season under this agreement, the Club agrees to reimburse the Association for irrigation water obtained by SVCA from Lake Whatcom Water and Sewer at the rate of \$10 per Area Z garden plot, per year (e.g. 50 plots x \$10 = \$500 per year)~~)-).~~

~~5-3.~~ **Duration.** This License shall ~~expire~~remain in full force and effect for a term of five (5) years from the date of the last signature below ~~unless terminated earlier as provided below.~~ Notwithstanding the foregoing, e~~Either p~~Party may may terminate this License upon 30 days' advance written notice. The parties recognize that the Association would not enter into this License if a longer termination period was required because it would eliminate flexibility which the Association requires for the benefit of the community. However, notwithstanding the 30 day notice period, at the end of any month by providing the other party with notice of termination at least 20 days prior to the end of the month; provided, hw if the Association is the terminating party, the Association will endeavor to provide as much advance notice as may be reasonably practicable under the circumstances. Termination of this License shall not give rise to any claim for damages. ~~terminate this Agreement upon thirty (30) days' advance written notice to the other Party for any reason or no reason. give notice of intent to not renew the lease by April of the year prior to the following lease renewal.~~ Upon termination of this License, the Club shall remove all improvements installed on the Garden Plots, including, but not limited to, the raised beds, storage sheds, ~~added soil,~~ hoses, netting, and any other gardening equipment or tools. The Club may leave all accumulated soil and the gravel placed on site in 2019 for walkways and parking areas. If the Club fails to complete such removal within ~~a reasonable period of time~~thirty (30) days following termination, the Association may remove the improvements and restore the area at the ~~Club's~~Club members' collective expense.

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~~The Association shall be entitled to recover all reasonable costs incurred in such removal and restoration, including labor, disposal, and administrative expenses. The Club agrees that such costs shall be assessed as a special charge to its members- referencing Club plot assignments to assign fees. If any Club member fails to pay their share of such costs within the timeframe specified by the Association's governing documents, the Association may enforce collection through the remedies available under the Association's governing documents and applicable Washington State law, including but not limited to the recording of a lien against the delinquent member's real property and foreclosure thereof in accordance with RCW 64.38 and the Association's governing documents.~~

~~6- 4. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of real property described herein to the general public, or for any public use or purpose whatsoever, except as may be expressly specifically provided herein.~~

~~7- 5. Severability. In case any one or more of the provisions contained in this License 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 License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.~~

~~8- 6. Litigation. If, because by reason of any default or breach on the part of either Party in the performance of any of the provisions of this License, a legal action is instituted, the substantially prevailing Party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith. It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Agreement.~~

~~9- 7. Amendments. This License may not be modified, amended, or terminated except by the written agreement of all Parties or their successors and assigns.~~

~~10- 8. Entire Agreement. The entire agreement between the Parties concerning with respect to the subject matter herein is contained in this License; this supersedes all of their previous understandings and agreements, written and oral, concerning with respect to the subject matter herein.~~

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IN WITNESS WHEREOF, the Parties have set their hands and signed this License on the day and year written below.

SUDDEN VALLEY COMMUNITY GARDEN CLUB _____ SUDDEN VALLEY COMMUNITY ASSOCIATION

Print Name: _____

Position: _____

Date: _____

Print Name: _____

Position: _____

Date: _____

Ahndriais Davidson

date

Jo Anne Jensen

date

Area Z Club Manger

General Manager

Sudden Valley Community Garden ~~Area Z Garden~~ Club

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WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR
SUDDEN VALLEY COMMUNITY ASSOCIATION
#4 Clubhouse Circle, Bellingham, WA 98229

In consideration for receiving permission to participate in the upcoming growing season for the Sudden Valley Community Garden, known as **Sudden Valley Community Garden Area Z** at 2650 Lake Louise Road, Bellingham WA 98229 and the **Sudden Valley Barn View Community Garden at #4 Clubhouse Circle, Bellingham, WA 98229 (the "Activity")**.

1. **I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Sudden Valley Community Association, Sudden Valley Community Garden Group, their directors, officers, agents, servants, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such Activity, or while in, on, or upon the premises where the Activity is being conducted.
2. **I AM FULLY AWARE OF THE RISKS** involved and hazards connected with the Activity, including but not limited to travel risks and/or animal activities. I hereby elect to voluntarily participate in said Activity with full knowledge that said Activity may be hazardous to my property and me. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an Activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement **shall bind the members of my family**, if I am alive, and my heirs, assigns and personal representative, if I am deceased and shall be deemed as a **RELEASE, WAIVER, DISCHARGE and COVENANT NOT TO USE** the above named RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Washington. Each portion of this agreement is severable: if any portion is deemed to be unenforceable, it is my intent that the remainder of the agreement be fully enforceable.
5. **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least 18 years of age and fully competent and represent those under 18 that are in my charge; I execute the Release for full, adequate and complete consideration fully intending to be bound by same. Electronic signatures are accepted.

PARTICIPANT: _____

PRINTED NAME: _____

SIGNATURE: _____

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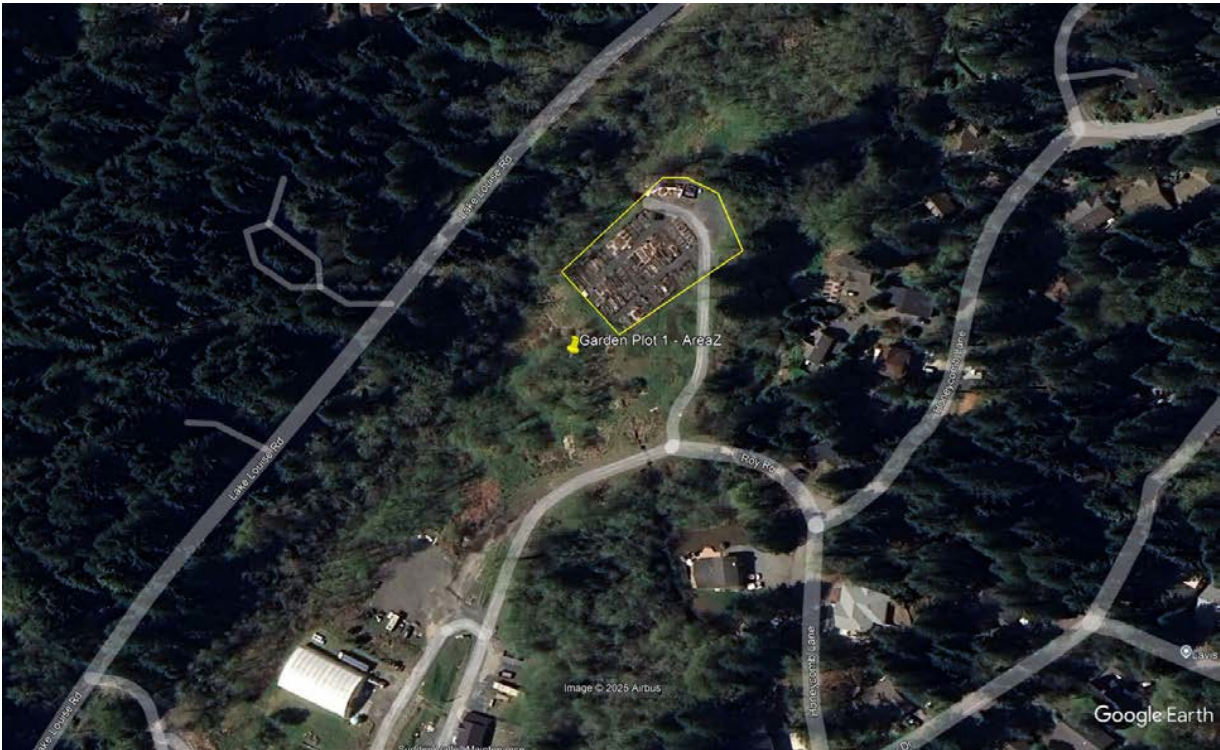
ASSIGNED GARDEN PLOT: _____ DATE: _____

EMAIL: _____ PHONE: _____

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EXHIBIT A | GARDEN PLOT 1 | Area Z Community Garden



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Exhibit C | Area Z Club Rules

About the ~~Area Z~~Garden Club

~~The~~With over 130 members and two community garden locations, the **Sudden Valley Garden Club** (the “Club”) is one of the oldest organizations in Sudden Valley. Founded in 2009, under the Sudden Valley Community **Association** ~~(the “Association” SVCA)~~ **Fiscal Sponsorship** authorized (SVA)'s fiscal sponsorship—approved by the Sudden Valley Board of Directors on June 30, 2010, ~~funded by a grant—the Club was established with funding~~ from the WSU Community First Grant program, ~~the Club is a sanctioned gardening. It serves as a~~ recreational gardening space for Sudden Valley residents and fosters community engagement through gardening. ~~The Club offers mentorship, workshops, clinics, presentations, a monthly newsletter, and special garden projects at the Area Z Community Garden. The~~We grow plants and community!

How to join the Club ~~hosts~~

All Sudden Valley residents **in good standing with the SVA** are eligible to join the Club and may have **one plot per address**. To join the waitlist, email your **name, address, phone number, and preferred garden location (Area Z, Barn View, or first available)** to suddenvalleycommunitygarden@gmail.com.

On average, two to three plots become available per year, and the wait time is typically three or more years. As a courtesy, the Club will send an annual Spring Seed Swap, Fall Potluck, Annual General Meetings, and monthly work parties on the 2nd Saturday of each month, April through October. Volunteer Club members host all **waitlist update by March**, informing you of your position.

When a plot becomes available, current members have the first opportunity to swap plots before it is offered to waitlisted applicants.

Tours of the Community Garden

Access to the community garden is limited to Club members. If you would like a tour, please email us to request a **calendar of public events**, and participation is optional, although active involvement is highly encouraged to strengthen the sense of community at the Club or schedule a guided tour with a Club volunteer.

Membership Fees

- **Club Join Fee:** \$60 (One-time fee paid when joining the Club.)
- **Annual Club Registration:** ~~\$40~~\$50 (Paid annually during registration renewals. Due October ~~15~~1. Annual dues include a \$10 per-plot contribution to reimburse SVCA for irrigation water costs.)

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- **Double Plots Registration:** ~~\$80~~ ~~(Several original~~ 100 ~~(There are several~~ Club members who are grandfathered in and allowed “double plots” and pay ~~\$80~~ 100 for their ~~two~~ 2 plots. These double plots will be separated into single plots when rotated. Due October ~~15~~ 1.)
- **Moving Half-Year Registration:** ~~\$20~~ 25 (This is an option for ~~moving~~ members who are moving and would like a shortened final registration for access after winter freeze to transplant garden items to a new location. This registration fee covers access ~~from~~ January 1 - June 1. Due October ~~15~~ 1.)
- **Half-Year Registration:** ~~\$20~~ 25 (For new members joining the garden based on plot rotation after June 1. Due upon registration.)

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Payment Options

Cash or Check:

- ~~Deposits can be made at WECU:~~
- ~~Members can submit deposits directly at any WECU:~~
~~(cash or checks are never given directly to the Club admins for dues to ensure accounting and transparency.)~~
 - **Account:** 403378864404593437
 - **Business Name:** Sudden Valley Community Garden
 - **Memo Field:** ~~Only include~~ **"A"** for "Area Z" or **"B"** for "Barn View" ~~plus the plot number~~ **Plot Number.** (e.g., ~~"49"~~ **"A49"** or **"B49"**).
 - ~~Adding extra text risks cutting off important information~~ ~~and~~ preventing proper payment crediting.
- ○ Keep the deposit receipt for records, as errors have occurred in the past.
- ○ Email the details of your deposit ~~details~~ so the treasurer can credit your plot payment.

Venmo:

- **Area Z Account:** @svcgAreaZ ~~(Do not use~~
- **Barn View Account:** @suddenvalleybarnviewgarden)
- ~~Include only your plot number in~~ **"A"** for "Area Z" or **"B"** for "Barn View" ~~plus the memo~~ **Plot Number.** (e.g., ~~"49"~~ **"A49"** or **"B49"**).
- ○ ~~Avoid emojis or additional text.~~
- ~~Add \$2 to cover the Venmo transaction fee.~~
- ○ Example: \$60 join fee + \$~~40~~**50** annual fee + \$2 Venmo fee = \$102.

No Refunds: Membership ~~and registration~~ fees are non-refundable.

Account reconciliation: In the event there is a clerical error or overpayment of dues, the treasurer will mail a check to the Club members residential address on file from registration. Cash is never given for ~~any reason~~ account reconciliation.

Club Membership

Includes:

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- ~~Access~~ Year-round access to ~~SVCG~~ the community garden and use of **one member plot** (10' x 20' at Barn View, 10' x 23') ~~with year-round access at Area Z).~~
- Invitation to all **Club events**.
- **One vote** per residential address ~~for~~ on Club policy decisions.
- Shared access to **community garden tools** (~~made available by donation~~ donated to the Club), **water service** (April–October, ~~dependent on freeze dates~~ weather permitting), and **wood chips** provided by ~~SVCA~~ (SVA when available).~~;~~

Does Not Include:

- Individual **plot infrastructure** (e.g., plants, seeds, raised beds, soil, compost, fencing, pest barriers, etc).
- **Trash or garden waste removal**. Gardeners must pack out all waste and debris.
 - ~~Pending annual budget review~~ Community buy-ins for soil and compost may be arranged annually.
 - Based on a Club vote during at the annual meeting, Soil, Compost, Trash, and/or Garden Waste General Meeting, dumpsters may be placed on-site from May – November for Club members. If no designated dumpster is on-site, take for trash and garden debris home for disposal and/or composting waste may be provided in some years.

Membership Cancellation:

- Members may **cancel** ~~anytime~~ at any time by emailing ~~the SVCG~~ Club administration with a move-out date. Relinquishing a plot in good ~~order~~ condition allows the member to rejoin later. **No refunds**
- **Membership fees** ~~are given for canceled memberships.~~ non-refundable.
- **Non-compliance notices** will be issued via email to members who violate the License and Rules. Resolution is required within 15-days. A cumulative third non-compliance notice will result in membership cancellation and the member will not be eligible to rejoin in the future.

Non-Transferable Plots:

- ~~Plot assignments~~ Plots are ~~overseen~~ assigned by Club administration and **cannot be transferred, sublet, or reassigned** by members. Members moving out of Sudden Valley must notify ~~the~~ Club administration ~~to~~ arrange for plot reassignment.

Registration ~~and Rules Acknowledgment Form~~:

- Each adult (~~age 18+~~ residing or older) at the registered address must complete a **Registration Form** and **Rules Acknowledgment form** Liability Waiver upon joining the Club and every **5 five years** ~~concurrent with~~ there are any Rule-changes in this License for Community Garden document as approved by the Lease agreement.

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Liability Waiver:

- ~~Each adult (age 18+)~~ residing at Club. Electronic signatures collected from the registered address must complete a waiver annually due by October 15. Garden Manager.

Membership Duties

Communication:

- Add ~~suddenvalleycommunitygarden@gmail.com~~ suddenvalleycommunitygarden@gmail.com to your contacts and send a test email to confirm delivery receipt.
- **Members are responsible for ensuring they receive and respond to garden Club communications from this email.** ~~The garden administration uses~~ Club will use the email provided during registration. If your email changes, contact thenotify Club administration ~~and make the to~~ update your contact information.
- ~~Members are responsible for ensuring they submit a waiver and~~ Members must **pay dues annually by October 15.** Plots will be considered abandoned and ~~rotated~~ reassigned on October 15th to the waitlist if these are not completedreceived by October 15the deadline.
- Set ~~personal~~ reminders to **check monthly for newsletters** during the garden season (April - October) ~~and for registration to be completed prior to October 15.~~
- Club members are ~~prohibited from emailing Club Administration volunteers at any other email address regarding~~ Members may only contact Club administration issues at the designated emails. This ensures the ~~Club Administration volunteers policy protects volunteer~~ privacy, offers maintains boundaries and separation between ~~their garden administration work administrative tasks~~ and personal life, and ~~benefits Club members by centralizing all communication with the garden over time, regardless of who is volunteering in the administration positions ensures centralized record-keeping~~.
- ~~Whole Club email distribution lists that expose all members' contact information to the public are prohibited to ensure member privacy. Community conversations happen in person, through the community communication board, or between members exchanging directories.~~ Member privacy will be respected. The Club will not distribute contact information ~~to the public~~ Members may exchange contact information directly.
- ~~Communications will be polite, in keeping with the community's values and honoring the Code of Conduct~~ Community notes can be posted on the garden communication board.
- All communications between Members and the Club Administration are handled will be conducted via email for community between members and Club administration for transparency and record-keeping. The
- ~~Gmail account is~~ accounts are shared by all among Club Administration volunteers. ~~Access is transitioned from one administrator to the next, with a minimum of access transferred between administrators.~~ At least three volunteers having must have access ~~for redundancy at all times~~ to Club documentation history ensure continuity.
- **No phone contact is available** for Club administration.

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- ~~• Communication regarding Club matters on~~ **In case of an emergency contact SVA Security** then email the Club.
- ~~• Members may not use~~ **unauthorized online platforms**, ~~such as websites, for Club communication, including social media, podcasts, or other digital media distribution not overseen by the Club, is strictly prohibited and non-Club-affiliated websites.~~

~~Dispute~~ **Conflict Resolution**

The garden community is a **peaceful, respectful, and cooperative space**, but disagreements may occasionally arise. The following process ensures a path to **fair and respectful resolution** ~~between Club members can be to~~ maintain community harmony.

- ~~•~~ **No Public Disputes.** Conflicts will not be addressed at General Meetings, Club events, or work parties.
- ~~•~~ **Mediation Meetings.** Club admin will hold a private mediation meeting with the involved members to discuss the issue(s) and seek resolution. Club members are required to participate in dispute resolution when the requested ~~through the mediation involves them directly.~~
- ~~•~~ **Neutral Mediators.** The Club ~~administration~~ admin will seek out two neutral Club members to aid in mediation, looking first to the Club Managers and other Club admin volunteers, then from general membership.
- ~~•~~ **External Mediation.** If after Club mediation a member is not satisfied with the outcome, they may seek external mediation through the Whatcom County Dispute Resolution Center at their own expense, which is offered by a sliding scale fee.
- ~~•~~ **No Resolution Reached.** If no agreement is reached, membership may be canceled for all parties involved to preserve community harmony.
- ~~•~~ **Member Accountability.** Members who receive three or more dispute resolution meetings from different members on separate issues will be considered non-compliant with the Code of Conduct and have their membership revoked.
- ~~•~~ **Admin Accountability.** Because administrators enforce the License and ~~will never be initiated in a public forum~~ Rules, they cannot be penalized for upholding Club policies. However, admins who receive three or more mediation requests from different members regarding non-policy enforcement issues will be transitioned out of their role and return to general membership.

Safety:

- ~~• Conduct yourself in a manner that ensures~~ **Maintain** a **friendly, safe, and peaceful environment** in the garden.
- ~~•~~ A **First Aid Kit** is available in the shed. Report hazards to the Club administration.
- ~~•~~ Members are responsible for **supervising children and leashed pets** while ~~in~~ at the garden and are required to pick up after them and reimburse others for any damages they may cause.

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- ~~Club members~~Members may use **combination-style locks** ~~to limit access to~~on their plots but must provide the access code to Club administration ~~with the code for access regarding garden matters.~~

Volunteering:

- Members ~~are required to~~must complete at least six **volunteer** ~~a minimum of 6 hours~~ annually per year. Tasks may include maintaining ~~common~~community areas, assisting with work parties, ~~performing~~ administrative ~~tasks, or duties, event~~ planning events, or special projects.
- Volunteer ~~opportunities~~work may be done **independently or during scheduled work parties**. Tasks are listed in the monthly newsletter, on the communication board, or by ~~emailing Club administration~~request via email.
- ~~Log your~~Record volunteer hours in the **shed's** ~~communication clipboard~~logbook or submit them via email. This helps the ~~garden administration~~ Club track ~~ongoing~~ maintenance needs, plan work parties, and budget ~~appropriately to keep the~~for garden ~~in good shape~~upkeep.

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Trash:

- ~~SVCG~~The Club operates on a pack-in-pack-out policy. There is **no trash service or composting** available on site ~~for pest control~~as a matter of Pest Control.
- Barn View Community Garden operates a small composting set up and has directions for use.

Plot Maintenance:

- Plots must ~~remain~~be kept **trash-free and weed-free**, including ~~3 feet beyond the plot lines~~a three-foot buffer into walkways ~~or and beyond~~ fences.
- ~~Plots~~Walkways around plots must ~~have~~remain clear ~~walkways to navigate in and out of the plot~~for easy access.
- ~~Interior fence lines must~~Plot fencing should be **no taller than four feet** and ~~agreed to by~~requires agreement from the neighboring plot ~~neighbors~~holder. The ~~club generally prefers~~Club encourages **limited fencing** and open pathways to ~~enjoy the entire~~maintain a shared enjoyment in community space. ~~As plots rotate, any existing~~Existing interior fences ~~taller than 4'~~exceeding this height will be ~~lowered or~~ removed when plots rotate.
- Plots must be **winterized by October 31**, including ~~removing all the~~removal of any produce that may rot over winter to prevent ~~pest issues~~pests. **Year-round gardening is permitted, but decomposing produce may not remain**must be removed.
- ~~If plots are not maintained,~~Members will receive a **non-compliance** ~~notices will be sent; members~~notice if their plot is not maintained and will have **15 days** to ~~address~~correct the issue.
- Members must remove any **broken or unusable materials** when vacating a plot, including rotten boards, broken containers, tall fencing, etc. **Functional infrastructure** and soil may be left behind for the next gardener's use.
- If the Club receives notice the **License will not be renewed**, members must pay a full final year's annual membership fee and remove all plot infrastructure by October of the final year. **Failure to comply may result in fines by the SVA.**
- If the Club receives notice the **License will not be renewed**, the final year's annual membership fees and all reserve funds will be allocated towards removal of all community garden infrastructure, including perimeter fencing, tools, shed, wheelbarrows, etc. Dumpsters will be placed on site for all members to clear infrastructure from their member plots. Members may leave soil from their beds, but nothing else.

Non-Member Garden Access

- ~~Non-club members are welcome to~~may use the ~~space~~area **outside the perimeter fence** at any time ~~to walk~~for walking leashed dogs, ~~play~~recreation, and ~~enjoy the area~~general enjoyment.
- ~~Club members are welcome to~~Members may bring ~~supervised~~visitors inside the perimeter fencing to walk through and enjoy the Community Garden. However, ~~garden, but~~ visitors ~~may not~~must be supervised at all times and cannot participate in garden maintenance ~~activities prior to~~without signing a Liability Waiverliability waiver.

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- To ensure ~~Waivers~~liability waivers are on file ~~and submitted to~~with the ~~SVCASVA~~, garden helpers must ~~have a Liability Waiver on file~~ submit them at least **two** weeks prior to~~before~~ assisting in the garden ~~to allow waiver processing time~~.
- ~~Club members~~Members should ~~contact security to~~ report trespassers ~~inside the garden to~~ **security first, then** notify Club administration via email.

General Meetings

- ~~A minimum of~~The Club will hold at least **one General Meeting** ~~will occur annually, arranged per year,~~ organized by the **Club Manager**.
- Meeting details (**time, date, method, and location**) will be emailed to all ~~Club~~ members.
- When possible, the ~~manager~~Club Manager will ~~endeavor to accommodate a time when the majority of members are available. However, schedule~~ the meeting ~~is set at the~~ at a time convenient for most members. However, the final decision remains at their discretion ~~and at the convenience of the Manger~~.
- ~~General Meetings are held~~take place at the **Sudden Valley Dance Barn**, ~~regardless of the~~ providing a weather, ~~to allow for~~ proof space for financial and garden-related presentations ~~on the finances and garden matters~~.
- . As an SVA-sponsored Club, use of this space is free but subject to availability.
- Club members may ~~call~~request additional meetings, with ~~arrangements made~~scheduling managed by the Club Manager, ~~limited to. A maximum of~~ **three additional meetings may be held** per year ~~and not exceeding, with no more than~~ **one per month**.

~~Voting~~License and ~~Membership~~Rule Changes

- ~~Club Membership terms, fees, policies, and procedures are recorded in the Lease Agreement~~Changes to the **License agreement** between the Club and ~~SVCA and can~~SVA may only be revised every **five (5) years**, in alignment with the Lease~~license~~ renewal ~~between the Club and SVCA~~term.
- A~~The~~ **SVA** may review and edit the terms of the **Lease** and while not mandatory the **Club** may also review the **Rules** and consider edits.
- To formalize a review and consider edits, a **special “Rules Revision” Club meeting** ~~to discuss the Rules revisions will be held in~~ the **September** before the Lease~~license~~ renewal. ~~Club members can suggest~~Members from both Community Gardens may propose changes and ~~have~~participate in open discussions ~~to outline any rule revisions requested.~~ The ~~outcome~~final decision will be determined by a **Club General Vote**.
- A **Club General Vote** ~~"approval" of a Rule~~ requires more than **60% affirmative**approval from all ~~plots~~plot holders ~~to pass a rule change~~.
- Votes may be collected ~~in-person, via email, or through~~ online tally via email or other electronic submission via the general email used by submissions using the Club's administration: **suddenvalleycommunitygarden@gmail.com** official emails.

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- ~~• To ensure transparency, the Club's General Manager and one other Club member will tally and audit votes.~~
- ~~• The Votes will be tallied and audited by both the Clubs' General Managers and two other Club members (one from each community garden) to ensure transparency.~~
- **Vote results of the Club General Vote will be shared** with the Club at large, and the general Club membership, while maintaining voter privacy of the voter will be honored.
- ~~• Revisions will~~ Club approved Rule revisions **must be submitted to the SVA for final approval to SVCA and Legal** before taking effect in signing the Lease between the Club and SVCA the renewed **License** agreement.
- ~~• Rule changes will not happen outside of only occur on this cadence schedule, as it is too onerous for the more frequent revisions would place an undue burden on~~ Club administration, SVCA, and Legal to review more frequently **and SVA.**

Finances

- **Club administration is required to** must maintain **financial** transparency in all financial matters and adhere to the **annual** budget reviewed **annually and voted on** at the **General Meeting**.
- ~~• Membership fees are used for~~ support ongoing maintenance and infrastructure needs, including:
 - Perimeter fencing
 - Hoses and water sprayers
 - Pest control
 - **Parking Area Z parking** lot maintenance
 - Storage shed upkeep
 - Reserve funds
 - **A fund**
- **The Club will maintain a \$2,000 reserve fund** of \$2,000 is maintained for:
 - **Emergency perimeter fence repairs**
 - ~~• Complete removal and clearing~~ **Removal** of the all community garden, aka "The Plot", as outlined in infrastructure if the "License for Use" to ensure Club Members are **is not** personally fined and charged by the SVCA should such an occasion arise. **renewed**
 - ~~• The reserve will have a A minimum annual~~ contribution of **no less than \$400 annually to reach full funding and to be maintained will maintain the fund** at a minimum of **\$2,000**.
- ~~• While finances are shared the budget is presented annually at the general meeting~~ General Meeting, members may request **access to financial documents maintained by the Club Administration, including bank statements, budget documents, a five-year economic plan, ledger, and receipts records** at any time by emailing the Treasurer at the Club Administration email.
- ~~• While everything was converted to electronic record keeping. Records include:~~
 - Bank statements
 - Budget documents
 - Five-year financial plan
 - Ledger and receipts
- All historical and current garden documentation is stored digitally in Google Docs in 2023, all available prior years' paper files have been scanned and archived digitally, and they are all available via the _.
- Club administration **manages financial records and oversees the Club's Google account accounts.**

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Bank Account

Fiscal Sponsorship & Financial Protection

- ~~The Club does not operate under the Fiscal Sponsorship of the SVCA. The Club maintains a SVCA non-profit status does not extend to the Club.~~
- ~~All Club funds must be held in a **dedicated business bank account** separate from the SVCA and managed by and for opened under the Club's EIN and used solely for the Club's financial activities.~~
- ~~This The Club's bank account is used for the collection:~~
 - ~~Separate from SVA's general funds and holding of annual operations.~~
 - ~~Not tied to any individual Club member's personal finances or accounts.~~
 - ~~Used only for Club dues, fees, grants, and designated reserve funds.~~
- ~~This bank account is not associated with the personal finances of any Club administrator, and access is passed from manager to manager and treasurer to treasurer.~~
- ~~The bank account must have a minimum of~~ The Club manages its own finances and retains full responsibility for depositing, tracking, and reporting on all funds within its dedicated account.
- ~~At least two (2) current Club administrators for must maintain access to the bank account at all times to ensure redundancy and transparency, and continuity of operations.~~
- ~~Access to Club funds must be transferred appropriately between incoming and outgoing Club administrators, such as Garden Managers and Treasurers, as roles change.~~
- ~~No Club funds may be held in personal accounts under any circumstances.~~
- ~~In the event of administrative disruption or vacancy, the multiple signers are in place as a safeguard of the Club's account to ensure continuity and proper stewardship of funds on behalf of the Club. They will be charged with ensuring at least two (2) current Club administrators must maintain access to the bank account at all times to ensure redundancy, transparency, and continuity of operations.~~

Club Volunteer Roles

- The Club is entirely volunteer-run. ~~All volunteers~~ Volunteers perform ~~these~~ their duties at their discretion and ~~leisure. Volunteers are requested~~ asked to address ~~respond to~~ respond to communications within 14 ~~days of receipt,~~ allowing for auto-responses during vacations or ~~periods of~~ limited availability. No volunteer work is ~~done~~ conducted in November ~~and or~~ or December.

~~The Club administration is expected to operate professionally while representing the Club. Volunteers can access~~ **Volunteer Responsibilities**

- Club administrators and volunteers must represent the Club with **friendliness, respect, and clear communication.**
- All official communication must be sent from the **Club's Gmail account**, which is exclusively for Club-related communications. When sending general all club correspondences, volunteers will use “_

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- **BCC"** must be used in group emails to protect member privacy.
- The Club Gmail account ~~consolidates a history of all communications, ensuring~~ must be used to **centralize records, maintain accountability, transparency, and record-keeping**. This also protects the personal and protect volunteer privacy of volunteers by separating their personal and Club-related activities. Volunteers are prohibited from disclosing any Club member's.
- Member affiliation or **contact information** ~~outside of requirements for SVCA registrations or liability waivers to SVCA~~ **may not be shared**, except when required for official Club business with the SVA.
- **No Club member will** may represent the Club or conduct **Club** business ~~on behalf of the Club without coordination through~~ **written approval from the SVCG Club Manager**.

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Garden Manager:

- ~~Act~~Serves as the **primary liaison** between the Club, ~~SVCA~~SVA **General Manager**, ~~SVCA Legal~~SVA Board, and ~~SVCA~~SVA **Maintenance Departments**, ensuring.
- Ensures **clear and timely** ~~communications and the garden's operational status~~communication while overseeing garden operations.
- ~~Facilitate~~Facilitates the **renewal of the** Lease between the Club and the SVCA License for Use every ~~5~~five years.
- Electronically ~~submit~~collects and maintains **Member Registrations** and ~~submits~~ Liability Waivers annually by the end of January to the SVCA, ensuring SVA for compliance with ~~all SVCA regulations~~the License for Use.
- ~~Oversee the Club's overall operations, including~~ Manages **plot assignments and enforcement of** garden **policies, and member concerns**.
- ~~Coordinate~~Coordinates with ~~other~~ volunteers and the general Club members to ~~ensure the smooth functioning of the Club, including~~ maintain **Club meetings, budget reviews** budgets, ~~rule revisions~~ updates, and ~~event planning~~ events.
- ~~Serve as members' primary point of contact regarding~~ Oversees garden maintenance, rule adherence, schedules and plot concerns.
- ~~Maintain a schedule for recurring garden upkeep activities and oversee the timely~~ ensures task completion of maintenance tasks.
- ~~Disburse~~Disburses funds for garden ~~related~~ expenses, ~~such as~~ including repairs, supplies, and events, ~~as outlined in line with~~ the annual budget approved ~~by Club members~~ budget.

Garden Assistant Manager:

- ~~Assist the~~ Acts as **Garden Manager** ~~with the administration of the Club~~ when they are unavailable.
- ~~Act as the Garden Manager in their absence.~~
- ~~Coordinate and delegate~~ Assists with **Club administration and operations**.
- ~~Coordinates and delegates~~ tasks to **support the Garden Manager, Treasurer, and** ~~Club volunteers and members~~.
- ~~Help~~ Helps **plan and execute** ~~tasks for~~ meetings, events, and garden maintenance ~~logistics~~.
- Disburses funds for garden expenses, including repairs, supplies, and events, in line with the approved budget.

Treasurer:

- ~~Collect and record members' registration~~ Collects and records **membership dues**, ensuring accurate ~~payment~~ tracking.

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- ~~Maintain~~Maintains clear and transparent financial records, ~~providing and provides~~ reports ~~to members~~ during meetings or upon request.
- ~~Work with the Garden Manager and Assistant Manager~~Works with leadership to prepare and present the annual budget ~~for approval by the Club to be reviewed at~~ General Meetings.
- Oversee ~~any fundraising activities or efforts and~~ grant applications ~~to supplement the Club's budget.~~
- ~~Ensure~~Ensures compliance with ~~any~~SVA and financial requirements ~~the SVCA or other regulatory bodies set forth~~regulations.
- Disburses funds for garden expenses, including repairs, supplies, and events, in line with the approved budget.

Work Party Coordinator:

- ~~Assist in coordinating~~Organizes work parties, including scheduling and task assignments ~~and ensuring.~~
- Ensures all necessary tools and materials are available.
- ~~Work~~Works with ~~the~~ Club administration to address garden maintenance ~~action items~~ and weeding needs.

General Membership

- May not represent themselves as acting on behalf of the Club without authorization.
- Are encouraged to volunteer for any of the Administrative Roles.
- Agree to abide by the Community Garden Code of Conduct.

Community Garden Code of Conduct

- Be Kind & Respectful. Treat everyone with patience and courtesy.
- Assume Good Intent. We are all here to grow plants and community.
- Respect Differences. Every member and gardening method has value.
- Offer Advice Thoughtfully. ~~as~~ Share guidance only when asked and with encouragement.
- Resolve Conflicts Privately. Speak directly to the person first. If needed, involve Club Admin.
No public arguments or gossip.
- Respect Boundaries. Stay within your plot space and respect when someone does not wish to engage.
- Take Responsibility. You are responsible for your actions, plants, and impact on the garden.
- No Toxic Behavior. Bullying or repeated disrespect may result in membership revocation.

Calendar

The Club administration is obligated to provide an annual calendar. Events may be listed as TBD; however, registration dates must be set so ~~that members~~Members are duly notified of yearly~~annual~~ deadlines.

- ~~January 1 - All Registrations and Waivers submitted to the SVCA and Legal~~

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- **Feb 2025** ~~-, and every 5-years following:~~ "License For Community Garden" renewal ~~every 5-year~~ between Club manager and SVA General Manager
- **March/April** ~~-- TBD--~~: General Meeting
- **April - October** ~~--~~: 1st week of every month Newsletter and Garden Communications
- **April - October** ~~--~~: 2nd Saturday Work Party
- **May** ~~-- TBD--~~: Annual Seed Swap
- **June 1** ~~--~~: Unplanted plots are considered delinquent and rotated to the waitlist
- **September** ~~-- TBD--~~: Harvest Social and Potluck
- **September 2029** ~~-- TBD--~~: Special Community Meeting to discuss changes to The Club Rules for General Vote ~~changes~~. Voting must be completed by October 1 and submitted to ~~SVCA Legal~~ SVA for review ~~before the prior to~~ January 2030 ~~Lease~~ "License For Community Garden" Renewal.
- **October 1-15** ~~--~~: Annual ~~Waiver forms submitted and~~ Dues ~~paid~~ collected: Abandoned p
- **October 16-31** ~~--~~: Club Member Plot Transfers (*based on available plots and members on ~~the~~ Transfer Waitlist*)
- **November 1-21** ~~--~~: New Member registrations from the waitlist
- **November 21 - January 2** ~~--Holidays--~~ ~~No Club Administration Available:~~ During winter holidays there is no Club administration available.

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Prohibited: The following are grounds for immediate Club membership termination.

- **Glyphosate-Based Herbicides** (e.g., Round-up): Broad-spectrum herbicides leach into the soil, harm beneficial organisms, and have links to environmental and health risks.
- **2,4-D-Based Herbicides** (e.g., Crossbow or Weed B Gon): Selective herbicides that can harm desirable plants through drift, are toxic to aquatic life, and may pose health risks with prolonged exposure.
- **Dicamba-based herbicidesBased Herbicides** (e.g., Banvel or XtendiMax): ~~These herbicides are known~~Known for ~~their~~its volatility and drift potential. ~~They, it~~ can damage nearby vegetation and ~~have~~has significant environmental impact.
- **Triclopyr-Based Herbicides** (e.g., Garlon or Ortho Brush-B-Gon): Persistent in soil and harmful to surrounding woody plants and ecosystems, with risks to non-target species.
- **Synthetic Fertilizers** (e.g., Miracle-Gro): Can disrupt soil microbial balance, contribute to nutrient runoff, and harm long-term soil health.
- **Sewage Sludge** (e.g., Milorganite): May contain heavy metals, pathogens, or other contaminants unsafe for use in food gardens.
- **DAP and MAP** (Ammonium Phosphates) ~~are highly~~: Highly water-soluble and can ~~harm~~lead to nutrient runoff and over-fertilization, harming local waterways and aquatic ecosystems ~~by causing nutrient runoff and over-fertilization~~.
- **Chilean Nitrate**: Depletes natural deposits and contributes to soil salinization, which can harm plants and soil structure over time.
- **Superphosphate** (Acidulated Phosphates): Adds phosphorus to soil, potentially causing nutrient imbalances and waterway pollution through runoff.
- **Chilean Nitrate of Potash** (15-0-14): Causes soil salinity issues and depletes mineral resources.
- **Muriate of Potash**: Contains high levels of chloride, which can harm soil microorganisms and reduce soil fertility.
- **KCI** (0-0-60): Excessive use leads to salt buildup in soil, negatively affecting plant growth and beneficial organisms.
- **Charcoal Ashes** (from ~~BBQs~~BBQ, fire ~~pits~~pit, wood ~~stoves~~stove, cigarette ashes, etc.): ~~These may~~May contain harmful residues, heavy metals, or salts that can disrupt soil health and plant growth.
- ~~Unattended children or unleashed pets.~~
 - Gardening **outside of raised beds and containers**
 - or plot boundaries.
- ~~Unfriendly and confrontational behavior. Be kind, friendly, and neighborly, treating all with respect~~
 - ~~No Drama. Gossip, passive-aggression, and public call-outs won't be tolerated.~~
 - ~~Only combination-style locks are permitted, and garden administration must be given the code.~~
- **Dawn Dish Soap**: Can alter soil chemistry, harm beneficial insects, and is not biodegradable in the concentrations typically used as a herbicide or pesticide.
- **Salt**: Causes soil salinization, killing beneficial microorganisms and making soil inhospitable for future plant growth.
- **Fire**: Propane weed burners or debris fires.
- Plants or structures **above 8' are prohibited**, and plants and structures **above 6' require permission** from neighbors and cannot shade neighboring plots.
- **Plants that shade out neighboring plots** regardless of height.
- **Spreading plants** that are difficult to contain, like morning glories, horseradish, or ~~mint~~mint.
- **Woody plants** such as trees, shrubs, and vines, including grapes~~grape~~, wisteria, hops, and invasive tubers. Bush and cane fruits (i.e.~~g.~~, blueberries, and raspberries) are permitted; however, they must be trimmed and maintained.
- **Invasive Plant Species:**
<https://www.wnps.org/invasive-species>
- **Noxious Plant Weeds:**

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- <https://www.whatcomcounty.us/921/What-Are-Noxious-Weeds>, <https://www.nwcb.wa.gov/printable-noxious-weed-list>, and <https://www.nwcb.wa.gov/printable-noxious-weed-list>
- **Pest control** that includes poison, electric shock, ~~snapsnaps~~ traps, or noise emitting that ~~humans~~ can ~~hearbe heard by humans~~.
- **Motorized equipment**, except for weed whackers and chainsaws, when coordinated with ~~the~~ garden ~~managermanger~~. Any other equipment use requires authorization through the Club administration and possibly ~~SVCASVA~~.
- **Radios or Speakers** ~~disturb the quiet peaceful enjoyment of the garden. Please use headphones.~~
- **Brick, stone, gravel, concrete, asphalt**, and other heavy materials building.
- **Bird and deer netting** ~~capturesas these materials capture~~ animals in the natural ecosystem around the garden. Fine screen, ~~and~~ mesh, and hardware cloth ~~are permitted~~.
- ~~Tires, railroad ties, and other materials containing croccoto. Treated lumber~~ is permitted.
- **Reclaimed** construction and housing materials, such as bathtubs, sinks, carpets, and pallets.
- **Landscape fabric** as it restricts water flow and is ineffective in preventing weeds.

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- Tires, railroad ties, and other materials containing creosote. Residential treated lumber which is purchased at big box stores and lumber yards is permitted, as arsenic was phased out in the early 2000s.
- Anything so **large** it requires machinery to hoist or move ~~or which cannot be disposed of in a residential trash can.~~
- Unfriendly and confrontational behavior. Be kind, friendly, and neighborly, treating all with respect
- No Drama. Gossip, passive-aggression, aggression, and public callouts won't be tolerated.
- Only combination style locks are permitted, and garden administration must be given the code.
- Unattended children or unleashed pets.
- **Commercial production** of produce for resale. This restriction ~~aims~~ is aimed to prohibit large-scale commercial resale, which is generally ~~impossible~~ not possible in a single assigned plot. Gardeners are allowed to sell items from their gardens at craft fairs, boutiques, and through independent, small resale opportunities

~~Community Garden Code of Conduct~~

- ~~Share and Be Kind.~~ Treat everyone with respect and patience. We are all guests in a shared community space.
- ~~Assume Good Intent.~~ We're all here to grow plants and community.
- ~~Respect Different Perspectives.~~ Every member and gardening method has something valuable to offer.
- ~~Offer Advice Thoughtfully.~~ Share guidance only when asked, and do so with encouragement.
- ~~Handle Conflicts Directly.~~ Talk to the person first. If needed, bring it to Club Admin.
- ~~Respect boundaries.~~ Stay within your plot and respect someone's "no" when they don't want to engage further. Everyone has the right to quiet, peaceful enjoyment in the garden.
- ~~Accountability.~~ Everyone is responsible for their own and their plants' behaviors.
- **Defer to nature first.** We garden in concert with nature and do not disturb or interfere with the ecosystem



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229

360-734-5320

www.suddenvalley.com

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: January 22, 2026
Subject: Approval Request – LGIT Technology Support Agreement

Purpose

To request board approval of a technology consulting and support agreement with Larson Gross IT (LGIT).

Background

LGIT has provided technology support services to SVCA since 2012. At this time, a new agreement is required to remain compliant with current regulations.

Analysis

Over the course of our fourteen -year relationship, GIT has performed well, ensuring that our IT resources are functional, safe, affordable, and available. I have found their staff to be knowledgeable and effective. Their costs are in line with, or less than, their competitors.

Larson Gross also supplies SVCA with audit and tax preparation services. Specific rules govern the relationship of an auditor with a client. For this reason, it is important to have an agreement in place that specifically acknowledges names the SVCA employee responsible for technology management and decision making. This is discussed in the section labelled, “Independence,” on page 4 of the agreement.

Regarding the proposed agreement:

- Appendix A describes the scope of work that will be provided for a monthly fee. In addition to services, we also procure Microsoft software licenses through LGIT. The charges listed will result in about the same costs for IT support as we are currently paying. The variable that drives IT costs is how much support we need each month, which is not predictable.
- The proposed agreement requires SVCA to purchase additional software licenses and to upgrade some of our current licenses. This will increase license costs for an individual user, but we have reduced the total number of licenses purchased to keep costs close to 2025 levels.
- The term of the agreement is one year, with automatic renewal unless notice is given.
- The agreement includes a 60 day mutual termination clause not tied to the anniversary of execution.
- The rest of the terms are generally standard and are consistent with earlier agreements.

Request

Request that the SVCA Board of Directors approve the proposed consulting agreement with LGIT and authorize the General Manager to sign the agreement on their behalf.

Motion

Move that the SVCA Board of Directors approve the proposed consulting agreement with LGIT and authorize the General Manager to sign the agreement on their behalf.

Board of Directors Approval

Approved: _____ Not Approved: _____

Keith McLean, President



January 2, 2026

Jo Anne Jensen
Sudden Valley Community Association
4 Clubhouse Circle
Bellingham, WA 98299

RE: Information and Technology Consulting

Dear Jo Anne,

Thank you for selecting Larson Gross Technology Service, LLC (dba LGIT Solutions) and its Affiliates (collectively referred to as "LGIT Solutions") to assist you with your information and technology needs. This Agreement Letter ("Agreement") is intended to confirm our understanding of the service agreement between us and provide clarity regarding the scope of our involvement, our IT consulting and support services and the associated fees.

Throughout this letter we make references to "Client" and/or "You", which collectively refer to you, the client entity and its designated representative(s), employees and/or agents acting on the entity's behalf.

Information may be shared with, and this agreement may be assigned to affiliated entities of LGIT Solutions to assist in the administration of our practice and monitor compliance with applicable independence rules. LGIT Solutions continues to acknowledge responsibility for your information and shall comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure and applicable federal, state and local rules with respect to the confidentiality of client information. In accordance with the AICPA Code of Professional Conduct and applicable federal, state and local rules, LGIT Solutions will not disclose confidential client information without client consent, except (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process. LGIT Solutions utilize appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information.

Services

IT consulting and support services provided by LGIT Solutions vary from client to client. These services may include Remote Monitoring and Management, online backup, network management and general IT support (help desk), NOC and SOC services, IT infrastructure projects, BI projects, automation projects, ad-hoc and custom reporting, end-user training, project management, network administration, troubleshooting, upgrades, and proactive planning. However, each client agreement is unique and therefore will have a specific scope of work, associated rates, details, and assumptions. These are documented in APPENDIX A. Regardless of the possible services listed above in this section, APPENDIX A is the only record of authority describing scope of work pertaining to this Agreement.

Terms, Conditions, and Limitations

Issues with Third Party Software Not Explicitly Noted in Agreement

Installation or troubleshooting of third-party software not specified in an Appendix to this Agreement Letter are out of scope and will be billed at the appropriate out of scope rates defined in APPENDIX A.

Third Party Costs & All Hardware Issues

Unless otherwise set forth in this Agreement or included Appendix, Client is responsible for all third-party costs, fees, procurement, and operation including:

- Acquisition of physical assets, including procurement and funding
- Networking, associated infrastructure, vendor maintenance, transport, and fees
- Adequate bandwidth of the existing internet connections.
- Outbound internet connectivity required for SaaS-based monitoring of the environment
- Maintaining vendor support for software licenses, vendor maintenance, and contracts
- Hardware related costs and vendor contracts

While performing the Services, if LGIT Solutions encounters

(a) any unknown hardware or software,

(b) a Client responsibility contained in this Agreement or described in an included Appendix that is not met or

(c) a delay caused by Client,

then the scope, schedule, or fees described in that Appendix may be adjusted as necessary via execution of a Change Order to APPENDIX A by the parties. If the parties cannot agree to the Change Order, LGIT Solutions will not be obligated to deliver the affected IT Services.

Software Licensing

LGIT Solutions does not support unlicensed software. Client represents that all installed software is licensed. If any unlicensed software is installed, the client is responsible for notifying LGIT Solutions of such so that a remediation plan can be prepared and implemented to assist in achieving 100% license compliance.

Application Support

In accordance with the terms outlined in this IT managed services contract, LGIT Solutions agrees to uphold the functionality and proper installation of all software included within the scope of services. This includes ensuring that the software is correctly installed and operational within the designated systems. However, it is important to note that the agreement does not extend to the user's proficiency or performance with the software. While LGIT Solutions will facilitate the installation and initial setup of the software, any issues pertaining to its utilization, functionality, or performance resulting from user actions or lack of knowledge are not covered under this contract.

Computer Viruses/Breaches

LGIT Solutions agrees to take all reasonable measures to protect Client's computer systems from computer viruses and breaches while performing IT services on behalf of Client. Client acknowledges that no information technology security software can provide total assurance against intrusions, breaches and viruses. Client assumes all risk of computer viruses and breaches and will not hold LGIT Solutions responsible for any lack of controls, breaches of your security and fraud related to any part of your systems or devices. Client is responsible for the costs of consulting time and materials required to respond to breaches and fraud.

Client agrees to either maintain cyber insurance coverage or sufficient reserves for any losses which may arise from any breaches, fraud or failures of computer equipment or software.

Unless otherwise expressly stated in a SOW or change order, each Party is responsible for its own physical security including, but not limited to, facility security, fire detection or suppression, physical barriers such as door or cabinet locks, and/or on-premises fire or intruder detection alarm systems. In addition, both Parties are responsible for their own virtual or cybersecurity precautions including, but not limited to, policy and procedure, multi-factor authentication, penetration and vulnerability tests, immutable backups, encryption of data at rest or transit, phishing education and prevention, malware prevention, and maintaining of an Incident Response Plan. Supplier does not warrant or guarantee that any or all malware, such as ransomware, can be detected or prevented in Supplier or Client environment.

Independent Contractors

For all IT consulting and support services we perform, we will be an independent contractor and not your employee, agent or partner, and we will determine the method, details, and means of performing our services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all their applicable employee withholdings.

If Larson Gross also prepares your financial statements, you are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of services performed and accepting responsibility for such services.

Confidentiality

We will maintain the confidentiality of your confidential information. We may disclose your confidential information to our employees and third-party contractors as necessary to provide our services. We may, in certain circumstances, disclose your confidential information to software vendors for the purpose of obtaining technical support while providing services to you, but it is our policy to require these vendors to maintain the confidentiality of confidential information disclosed to them. We may also disclose confidential information if required by a court or governmental agency, but we will use commercially reasonable efforts to inform you prior to disclosure. By agreeing to the Agreement Letter, you specifically authorize the disclosures described in this paragraph.

We will use reasonable precautions to protect your confidential information, but we have no obligation to employ any measures not regularly employed by you in protecting your confidential information. "Confidential Information" means information concerning you or your business that is marked "confidential" or disclosed orally and identified as "confidential" in writing at the time of disclosure. Confidential information does not include information (i) that is or becomes publicly available or generally known to persons in your industry without breach of our obligations under this section, (ii) received by us after the termination of the Agreement Letter.

Use of Subcontractors

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined above) to them. You hereby consent to us sharing your information, including Confidential Information, with these third-party service providers on the

same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

Documents and Files

Upon your written request, we will return to you all original documents that you provided to us in connection with the performance of our work. We may retain copies of documents for our files.

Warranties

We warrant that our services will be performed with reasonable care in a diligent and competent manner by qualified personnel. LGIT Solutions offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data. LGIT Solutions makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose of merchantability.

We are not responsible for the client's HIPAA (Health Insurance Portability and Accountability Act), PCI (Payment Card Industry) or CMMC (Cybersecurity Maturity Model Compliance) compliance requirements and the client understands that, by signing this agreement, it does not transfer the client's responsibility to meet HIPAA, PCI or CMMC requirements to LGIT Solutions.

Independence

Larson Gross is required to maintain independence in fact and appearance when performing professional services that include attest services. Attest services, such as certain financial statement services, are separately offered by Larson Gross Assurance, PLLC. Attest services require us to not accept responsibility for making the significant decisions and judgments that are properly management's responsibility.

The current IT services described in the Scope of Services do not rise to the level of Larson Gross and/or LGIT Solutions performing management responsibilities. Jo Anne Jensen, General Manager, has suitable skill, knowledge and experience to oversee the technology services delivered by LGIT Solutions, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You agree to have established and maintained internal control over these services, specifically surrounding ongoing network monitoring activities, network management and maintenance, security and virus configuration and updates, and responsibility to direct any help desk activities.

Supervision

Chuck Egerter, Director of IT Managed Services, is responsible for supervising the LGIT team members and will consult with and provide recommendations to Jo Anne Jensen to make decisions on behalf of Client.

Other Services

Our services under this Agreement Letter do not include services for tax, financial statement, or accounting services. Those services are offered by other entities of Larson Gross. You

may request that we perform additional IT or other services not contemplated by this agreement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We will issue a separate agreement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement letter.

General Business Terms

Requests for Services

To protect your business and prevent us from performing unauthorized changes and services, we require you to identify all individuals whom you authorize to request and direct services in the space provided within APPENDIX A.

Billing and Payment

Our fees and expenses will be billed on a regular basis as work is performed. Each invoice is payable upon receipt. If you believe that any invoice is incorrect or if you wish to dispute any invoice, you must notify us in writing within 20 days of your receipt of the invoice. We reserve the right to charge interest at the lawful rate then in effect on any invoice not paid within 30 days of the invoice date.

Or, for monthly recurring services:

- Monthly Recurring Charge is invoiced by the 10th of each month for the coming month's MSP Services and the previous month's consumption (licenses, hosting, etc.) and begins on the date of the project kickoff meeting.
- Billing begins upon the project kickoff meeting and / or confirmed via email or as mutually agreed.
- Partial month delivery of Services or in arrears may be prorated and included on the subsequent month's invoice.
- All invoices will be due NET 30 days from the invoice date.

Uncontrollable Delays

The time for performance of any of your or our obligations (other than the obligation to pay money due) will be extended for a reasonable time in the event of causes beyond your or our reasonable control, including without limitation acts of God, war, acts of government, fire, flood, strike or labor problems, sabotage, and delays in obtaining labor, materials, equipment, or transportation.

Suspension of Services

If you fail to pay any invoice when due, we reserve the right to suspend the performance of services after 30 days overdue until your account is paid in full, or you have made other payment arrangements satisfactory to us. Our suspension of services will not affect your obligations to us under the Agreement Letter or these Terms.

Duration and Renewal

Unless specific in APPENDIX A, this agreement will remain in force for a period of one (1) year from the Effective Date. The agreement will automatically renew for an additional one (1) year period at the then prevailing support contract rates, unless:

1. terminated by either party for cause or for convenience by providing notice in writing 60 days prior to the renewal date, or
2. A new APPENDIX A is agreed to by both parties that replaces the then current APPENDIX A

Termination

You may terminate the Agreement Letter at any time after 60 days written notice provided to LGIT Solutions. Subject to any restrictions imposed by applicable ethical rules, we may terminate the Agreement Letter at any time after 60 days written notice to client. Termination for any reason will not affect your obligation to pay us for fees and expenses incurred prior to termination. If you terminate this Agreement after we have commenced performing services under a fixed fee arrangement, you will be obligated to pay us the entire fixed fee (for aforementioned service) upon termination.

We may terminate this Agreement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards. If you fail to provide payment of our invoices on a timely basis, we reserve the right to suspend or terminate the performance of our services until your account is paid in full or you have made other payment arrangements satisfactory to us.

Under this agreement, LGIT Solutions is providing Client with Microsoft licenses with an annual commitment. Client consents that the obligation to continue to make payment to LGIT Solutions for these licenses until the Microsoft agreement expires or pay the early termination fees which are equal to all Microsoft license fees that would have been paid if the Microsoft license agreement had not been cancelled will survive the termination of this agreement.

Assignability and Amendment

Neither these Terms nor the Agreement Letter may be amended except by a written instrument signed by our duly authorized representative. We reserve the right to amend these Terms and the Agreement Letter at any time by written notice to you, and any such amendment will be effective upon receipt by you. You may not modify these Terms or the Agreement Letter except with our prior written consent.

You may not assign the Agreement Letter or these Terms to any other party without our prior written consent, except that you may assign the Agreement Letter and these Terms to any party that acquires substantially all of your assets and goodwill.

Neither party may assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. However, either party may assign this Agreement without consent:

1. To an affiliate, provided that the assigning party remains responsible for performance under this Agreement; or
2. In connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement.

Any attempted assignment in violation of this provision shall be null and void.

Record Retention

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of our engagement files.

Employment Discussions

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering any substantive employment discussions

with any of our personnel. In addition, you agree to compensate us a fee equal to 30% of the employee's annual compensation package if you employ one of our contractors or employees within 12 months of that individual ending employment with LGIT Solutions.

Survival of Provisions

All provisions of these Terms will survive the termination or cancellation of the Agreement letter, except that (i) we will not have any obligation to provide services after termination and (ii) except as provided in the paragraphs "Conflicting Engagements" and "Termination", you will not have any obligation to pay us for any services that we perform after termination.

Entire Agreement

These Terms and the Agreement Letter represent our entire agreement and understanding concerning the engagement described in the Agreement Letter, and they supersede all prior and contemporaneous agreements.

Amendment

Neither these Terms nor the Agreement Letter may be amended except by a written instrument signed by our duly authorized representative. We reserve the right to amend these Terms and the Agreement letter at any time by written notice to you, and any such amendment will be effective upon receipt by you. You may not modify these Terms or the Agreement Letter except with our prior written consent.

You may not assign the Agreement letter or these Terms to any other party without our prior written consent, except that you may assign the Agreement letter and these Terms to any party that acquires substantially all of your assets and goodwill.

Interpretation

All Terms and the Agreement Letter must be construed according to their fair meaning and not strictly for or against any party.

Liability and Dispute Resolution

Mediation

We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. While neither of us expects there to be any problems with this relationship, misunderstandings can occur. Therefore, both you and LGIT Solutions agree that any dispute arising under this agreement (including the scope, nature, and quality of services performed, the fees charged and any other terms of this agreement) shall be submitted to mediation before either party initiates litigation of any kind against the other party.

An impartial third party acceptable to both you and us shall be appointed to mediate. Both you and we shall pay an equal percentage of the mediator's fees and expenses. The mediation shall be confidential in all respects allowed or required by law.

Choice of Venue

This agreement is governed by the laws of the State of Washington. Both you and LGIT Solutions expressly consent to the venue and jurisdiction of the Whatcom County Superior Court for the State of Washington for any legal disputes that arise between you and LGIT Solutions.

Limitation of Liability

If we fail to meet our obligations under the Agreement Letter or these Terms, your sole remedy will be to require us to re-perform the services. If the services cannot be re-performed, or if re-performance will not cure the breach, then your remedy will be for us to refund our fees up to the amount of your direct damages caused by our failure to meet our obligations. In no event will our liability for any claim, whether in contract, in tort, at law, or in equity, arising out of or relating to our failure to meet our obligations under the Agreement Letter or these Terms exceed the amount of our fees actually paid to us under the Agreement Letter. In no event will we be liable for loss of profits or any consequential, indirect, special, exemplary, or punitive damages.

Indemnification

You will indemnify us for any loss, liability, or obligation arising out of or relating to your failure to fulfill your obligations under the Agreement Letter or these Terms, including without limitation any failure to supply us with complete and accurate information. Subject to the limitation in the "Limitation of Liability" paragraph, we will indemnify you for any loss, liability, or obligation arising out of or relating to our failure to fulfill our obligations under the Agreement Letter or these Terms.

Limitation on Claims

No claim or action by either party, regardless of whether the claim is in contract, in tort, at law or in equity, arising out of or relating to any matter under the Agreement Letter may be brought by either party more than 24 months after the party first knows or has reason to know that the claim or cause of action has accrued, except that a claim or action for money owed under the Agreement Letter may be brought by a party at any time within 24 months following the date of the last payment due that party under the Agreement Letter. This paragraph may shorten, but in no event will it extend, any period of limitation on actions otherwise provided by applicable law.

Document Production and Testimony

If we are authorized by you, or compelled by regulatory statute or court order, to produce any documents or files or to make our personnel or the personnel of a third party available as witnesses in any proceeding in which our Firm is not party but which relates in any way to our services to you, you agree you will reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel incurred in responding to such requests.

Scheduled Maintenance

Maintenance on a system (a) of which the Client is notified at least 24 hours in advance, or (b) that is performed during Client or Supplier's agreed upon standard maintenance windows are exempt from the Service Level Target.

Emergency Maintenance

Maintenance that: (a) in Supplier's sole reasonable discretion, is necessary to avoid an immediate threat the availability of services and (b) of which Client is notified. Emergency Maintenance is exempt from the Service Level Target.

We hope this letter accurately describes the arrangement for our services to you. If so, please indicate your acceptance by signing below and returning the letter to us. By signing below, the signatory represents that he or she has the legal power and authority to act on behalf of, and to bind, the entity or entities to which this letter is addressed. If you have any questions concerning this letter or any of our services, please contact us and we would be happy to discuss them further.

Sincerely,

Kelin Vissar

Acknowledged & Agreed

I agree that this letter correctly describes the terms and conditions under which LGIT Solutions agrees to perform services as well as the scope and the limitations of the services requested by me/us from LGIT Solutions. I affirm that I am authorized to conduct business and sign contracts on behalf of the Client.

Client Legal Name: _____

Client Address: _____

Authorized Individual: _____ (Please Print Name)

Title: _____ Email: _____

Phone: _____

Signature

Date

Appendix A

Scope of Work for IT MSP Service

This APPENDIX provides additional details as described in the Agreement Letter (AL) between LGIT Solutions and Client, dated _____.

Onboarding Start Date:	<u>N/A</u>
New Service Go-Live Date:	<u>1/5/2026</u>
Term:	<u>1 year</u>
Automatic Renewal Date:	<u>1/5/2027</u>

Infrastructure Monitoring & Management

- Endpoint Detection and Response (EDR) Security software backed by 24x7 SOC
- Microsoft 365 Managed Identity Threat Detection and Response (ITDR) backed by 24x7 SOC
- Microsoft Intune Management
- Keeper Secure Password Management
- Server cloud backups with 2-hour server restore in the cloud
- Security Awareness Training and Phishing Program
- Form based automated user account onboarding\offboarding of staff
- Automated computer deployments and applications installs
- Vulnerability Management
- Quarterly Business Reviews (QBR)
- Remote Monitoring and Management
 - Microsoft Monthly Patching
 - Network device management and maintenance (firewall, switches, wireless access points) including updates and backups

DUO will be added to agreement as an add-on and billed separately at \$3/user/month until decisions are made around MFA standardization requirement.

Covered Servers

The scope of work defined above is explicitly limited to the servers identified in APPENDIX B.

Infrastructure Monitoring & Management and User Monthly Cost Support	
Initial number of Users covered	66
Initial number of Workstations covered	30
Initial number of Servers covered (See Appendix B for list)	3
Ongoing Monthly Cost	\$1,752.79
Users beyond/below 66	\$ 9.02/user
Workstations beyond/below 30	\$11.38 /workstation

Servers beyond/below 3	\$ 181.49/production server \$71.85/hypervisor server
------------------------	--

Office 365 Licensing

- Upgrade Business Standard licenses to Business Premium
- Upgrade Business Basic licenses to F3 + Defender for 365
- Monthly commitment paid monthly subscription

Office 365 Licensing	Cost
Ongoing Estimated Monthly Cost	\$1,205.40
*Additional licenses priced at then current MSOffice 365 MSRP	

New Security and Support Enhancements Project

Implementation of new security and support tools will take approximately 4-5 weeks to complete. Project fees will be waived with signed 1 year agreement.

New Security and Support Enhancements Project	Cost
One-Time Project Cost	\$0

General IT Support

All General IT Support is performed using a help ticket and can include remote and onsite support. General IT Support is fixing an issue or problem being encountered within the existing IT infrastructure (hardware/software) for servers (only those listed in the current Appendix B), workstations, backups and network equipment being managed by LGIT Solutions. General IT Support includes support for the Microsoft 365 applications and for business applications where the client has an existing support contract with the vendor. In general, the scope for all supported applications is focused on making sure they are installed, load and execute properly.

General IT Support is not included in the monthly infrastructure monitoring and management fee and will be billed on a time and materials basis at the applicable rates.

General Out of Scope of Work

New hardware, software, and users may be accounted for in APPENDIX A. However, if not expressly included in APPENDIX A, the installation as well as ongoing management is expressly not covered under this agreement. All installation work will be billed on a time and materials basis as necessary.

Issues manifesting themselves as a network, server or desktop issue where the client does not have the appropriate support contract will be considered "Out of Scope" and if desired, services on those issues would be billed at the appropriate out of scope rates defined in APPENDIX A.

General IT Support Out of Scope examples:

- Functional Application Support (how do I do something or how do I use the application)
- New major business applications (Ex. New ERP or CRM system)
- Security certification and validation services (Ex. PCI, HIPAA, CMMC)
- Security penetration testing
- Office relocation services
- Major network and infrastructure upgrades (Ex. Firewall replacement, VPN setup)
- SharePoint and Power Platform development
- Information security policy development
- Support on any hardware or software that is end of life or no longer has EOM support. Example: A Client running on Windows 10 after it has been de-supported by Microsoft. Work on this environment will be billable regardless of other contract provisions.

IT Consulting Services Out of Scope of Work

IT Consulting Services are not considered in scope however these services are available to you and can be handled as a project or per charge Consulting ticket. These services include:

- Business intelligence (dashboards and custom report and KPI development)
- Automation and Integration solutions
- Training and Implementation support for Microsoft 365 applications (Teams, SharePoint, OneDrive, Copilot)

Projects or Out of Scope of Work

Projects and work not explicitly included in this Appendix will be covered by a different Appendix executed for the express purpose of defining said work as associated fee structure. Projects will have their own Appendix, clear deliverables, milestones, estimate level of effort by resource type, related hardware and/or software costs, etc. Typical examples of projects could include new servers, modern workplace migrations, new business applications, new wireless network, SharePoint/Power Platform development, Power BI Dashboards/Report creation, etc. Projects will typically be more than 40 hours of work that may take more than two weeks to complete.

However ad hoc, out of scope work that does not fit the definition of a project can be requested via email and delivered under this Appendix as requested by an 'Authorized User' of Client (defined below). All Out of Scope will be billed hourly at the following rates:

Work Role	Rate to MSP Client	Description of Work
AI Consulting	\$190	Provides strategic AI guidance, including solution recommendations, workflow automation design, training, and implementation support to improve efficiency and business outcomes.
Business Analyst	\$150	Documents business requirements, maps workflows, and translates operational needs into clear technical specifications that guide solution design and project execution.
Client Travel	\$75	Covers travel time to and from client sites. Billed only when total travel

		exceeds one hour, unless otherwise agreed in the engagement.
Service Tech 1	\$135	Provides frontline support for end-user issues, basic troubleshooting, password resets, application assistance, and initial triage of service tickets.
Service Tech 2	\$155	Delivers advanced technical support, including deeper system troubleshooting, incident resolution, and handling issues escalated from Tier 1.
Senior Systems Engineer	\$185	Handles the highest level of technical escalations, resolving complex infrastructure, server, cloud, and network issues requiring specialized expertise.
Technical Consultant	\$185	Provides consulting on business intelligence, automation, client training, and process optimization. Assists with designing and configuring solutions within the scope of defined projects.
Project Manager	\$165	Creates and manages project plans, coordinates resources, maintains communication with stakeholders, and develops Statements of Work (SOWs) based on requirements provided by the Solutions Architect.
Solutions Architect	\$185	Scopes new projects, develops solution recommendations, and provides the technical detail required for the Project Manager to create accurate SOWs. Designs system architecture and ensures proposed solutions align with client goals and standards.
vCIO (Virtual CIO)	\$240	Leads strategic technology planning and participates in executive-level meetings to align IT initiatives with business goals, develop roadmaps, and guide long-term investments.

The Term of this Appendix shall be 1 year from the beginning of the first full month following the signing date.

Termination

Either party may terminate this Agreement by providing 60 days written notice to the Primary POC (defined below) prior to the Renewal Date (1 year from the beginning of the first full month following the signing date).

Key Contacts and Authorized Individuals at Client

The following individuals are authorized to request work of LGIT Solutions.

Please include email and mobile phone number for each. In the normal course of

business, we will always use your preferred means of communication. However, in case of an urgent situation, we may need to reach out on mobile phone.

- Primary POC/Decision Maker:
 - Name: _____
 - Title: _____
 - Email: _____
 - Mobile: _____
- Billing Contact:
 - Name: _____
 - Title: _____
 - Email: _____
 - Mobile: _____
- Additional authorized individual:
 - Name: _____
 - Title: _____
 - Email: _____
 - Mobile: _____

Key Contacts at LGIT Solutions with email and cell phone numbers

- Primary POC: Aimee Jude, Senior Account Manager
 - aimee.jude@lgitsolutions.com
 - [360-305-8379](tel:360-305-8379)
- Jason Watson, IT Service Desk Manager
 - jason.watson@lgitsolutions.com
 - [360-224-3456](tel:360-224-3456)

Please direct all requests for service through your LGIT Solutions Primary POC

Accepted by:

Client: _____

Authorized Individual: _____ (Please Print Name)

Signature

Date

Appendix B

List of Covered Servers for monitoring and management

Initial Date executed: _____
Latest Revision Date: 12/22/2025

This Appendix to the Agreement Letter between Sudden Valley Community Association (Client) and LG Advisors, dated _____.

Revision History

Version	Date	Author	Description
1.0	2025-12-22	Aimee Jude	Initial list of servers covered by the statement of work.
1.1	YYYY-MM-DD [Your Name]		Added server XYZ to the list.
1.2	YYYY-MM-DD [Your Name]		Removed server ABC from the list.
1.3	YYYY-MM-DD [Your Name]		Updated the status of server PQR to decommissioned.

The following is the complete list of servers currently covered by the Scope of work defined in Appendix B of the aforementioned Agreement Letter. Any server not included in this list, or added to it via mutually agreed upon terms resulting in an updated Appendix B, is explicitly not included in the Scope of Work defined by Appendix A of this agreement.

While work on servers not included in this list may be performed as billable work at applicable rates defined in Appendix A, the performance of such ‘out of scope’ work on a server not included herein does not constitute any obligation to perform the same scope services identified in Appendix A for the servers listed below.

Current Covered Systems

System	Description
SVCA-FS01	Virtual Machine; File Server
SVCA-DC01	Virtual Machine; Domain Controller
SVCA-HYPERV	Hypervisor



Sudden Valley Community Association

1850 Lake Whatcom Boulevard, Bellingham WA 98229

360-734-5320

www.suddenvalley.com

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Greg Wadden, Golf Course Superintendent
Date: January 22, 2025
Subject: Capital Request – Replacement of NH 42 HP tractor model #TN55

Purpose

To request funding to replace existing 2003 New Holland TN55 Tractor **Asset ID#1064**

Background

The New Holland tractor has reached the end of its serviceable lifespan and is scheduled for replacement in 2026. \$56,243 is included in the 2026 CRRRF budget for this purchase.

Analysis

Turfcare tractor(s) are key pieces of equipment that need to be reliable for efficient use. The existing New Holland tractor has a current hour meter reading of 3983.2 equivalent to roughly 350,000 miles of use. Expenses for this unit have exceeded its current book value and it's now time for replacement.

Comparison of Models

	Minimum Requirements	Kubota M5660SUHD	New Holland WM75	Bobcat CT4058	Yanmar YT359
PTO Horsepower	50	56	65	45.1	58.9
Tire Requirement	Turf Tires	Yes	Yes	Yes	Yes
Hydraulic Pump Flow	10 gpm	10.6 gpm	10.4 gpm	9.62 gpm	9.4 gpm
Loader capacity	1150 lbs	2536 lbs	3153 lbs	1202 lbs	2500 lbs
Transmission	8x8	8x8	12x12	3 range hydro	3 range hydro
Front weight kit	Yes	Yes	Yes	No	Yes
Quick detach bucket	Yes	Yes	Yes	Yes	Yes
Four wheel drive	Yes	Yes	Yes	Yes	Yes
Hydraulic lift capacity	1881 lbs	3307 lbs	3276 lbs	2033 lbs	2756 lbs
Cost		\$48,048	\$71,858.94	\$46,960.06	\$54,578.23

Request

Request that the SVCA Board of Directors approve the purchase of a 2026 Kubota M5660SUHD, for an amount not to exceed \$48,048.00 and authorize the Turfcare Superintendent to work with the Finance Director to arrange the purchase.

Motion

Move that the SVCA Board of Directors approve the purchase of a 2026 Kubota M5660SUHD, for an amount not to exceed \$48,048.00 and authorize the Turfcare Superintendent to work with the Finance Director to arrange the purchase.

Finance Committee Recommendation

Recommend: _____ Do Not Recommend: _____

Jean Maixner, Treasurer

Board of Directors Approval

Approved: _____ Not Approved: _____

Keith McLean, President



Scholten's Equipment

8223 Guide Meridian Rd.
Lynden WA 98264
United States
360.354.4071



Printed 2026-01-07

Quote

Page 1 of 1

Name/Company SUDDEN VALLEY GOLF COURSE

Telephone 360-296-6497

Address 4 Clubhouse Cir

Account Manager Kevin Walters

City/Town, State/Province Bellingham, WA

Location Lynden Kubota

Quote No. 33548

Postal/Zip Code 98229

Quote Date 2026-01-07

In Effect Until 2026-01-07

How did we get started 45 years ago? Hauling used equipment out of the Midwest. We put a 100hr. 90 day drivetrain warranty-money back guarantee on everything we sold. We still do this today on most of the equipment we sell. (unless noted otherwise). Take the risk out of buying used equipment.

Quantity Description

Price \$

Sales Items

2026 - New - Kubota M5660SUHD Tractor

Stock No.: 76977 Serial No.: KBUMFADR8H57944

1	M5660SUHD	M5660SUHD - 4WD TRACTOR W/FOLDABLE ROPS	38832.08
2	AMR8526	F-TIRE LSW305-521R3 Grizz LSW Soft Turf	1185.65
2	AMR8541	R-TIRE LSW570-648 R3 Grizz LSW S.TF 5.75	2917.20
1	LA1154SU STK#76980	FRONT LOADER / M5640SU PNF	8680.18
1	M1811 STK#74755	72" QA SKID STEER LOADER BUCKET	1006.52
1	M7692	2ND POSITION LEVER KIT/M7040SUH/SUHD	207.91
1	M7610	SCD (SELF CANCELING DETENT)	1018.25
1	M6871	Grill Guard	453.15
1	FF/PDI	Factory Freight / PDI	0.00
1	TIRE BALLAST	Bio Tire Ballast	0.00

Sub-Total

\$54,300.94

Sale Items Subtotal

\$54,300.94

Total Price of Sale Items

\$54,300.94

Discount

(\$10,300.94)

Balance

\$44,000.00

Tax %

\$4,048.00

Contract Amount

\$48,048.00

Kevin Walters
Cell: 360-306-1202
Email: kwalters@scpeq.com

Account Manager _____ Accepted by _____

This Quote does not include delivery. (unless noted otherwise)

CQ



Email: jon.gouras@brimtractor.com

Date: _____



Email: jon.gouras@brimtractor.com

Date: _____



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: Mike Brock, Maintenance & Facilities Manager

Date: January 22nd, 2026

Subject: Capital Request – 2026 On-Call Engineering Services

Purpose

To request funding approval for On-Call Engineering Services from the 2026 Capital Road Budget.

Background

This request will provide funding for On-Call Engineering Services to address emergent issues related to roadway and drainage infrastructure.

Analysis

Approval of this request will allow rapid response to unanticipated damage or issues that arise outside of planned capital improvements. Services provided from these funds may include but are not limited to technical evaluations, preliminary engineering, and permitting support for unplanned projects that arise. Based on the age of Sudden Valley Community Association (SVCA)'s infrastructure, emergent issues are anticipated to occur on occasion.

Proposal

Authorize \$44,995.00 as identified in SVCA's 2026 Budget from Roads for On-Call Engineering Services in 2026. Funds will be administered by the Maintenance & Facilities Manager. In addition, authorize the leftover 2025 On-Call Engineering balance, SVCA Capital Code 9925.2, to be added at the end of January.

Request 1

Request \$44,995.00 from Roads for On-Call Engineering Services with funds to be administered by the Maintenance & Facilities Manager.

Request 2

Request the project funds from the 2025 On-Call Engineering Services, SVCA Capital Code 9925.2, to be added to this capital request, and Capital Code 9925.2 to be closed out with a \$0.00 balance.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Motion 1

Move that the Board of Directors approve the allocation of \$44,995.00 from Roads for On-Call Engineering Services in 2026 with funds to be administered by the Maintenance & Facilities Manager.

Motion 2

Move that the Board of Directors approve the balance of funds in Capital Code 9925.2 to be added to the \$44,995.00, and Capital Code 9925.2 to be closed out with a \$0.00 balance.

Finance Committee Approval

Motion 1

Approved: _____ Not Approved: _____ Finance Committee

Motion 2

Approved: _____ Not Approved: _____ Finance Committee

Board of Directors Approval

Motion 1

Approved: _____ Not Approved: _____ SVCA Board of Directors

Motion 2

Approved: _____ Not Approved: _____ SVCA Board of Directors



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: Mike Brock, Maintenance & Facilities Manager
Date: January 22nd, 2026
Subject: Capital Request – 2026 Fast Response

Purpose

To request funding for the 2026 Fast Response for Unforeseen Road and Drainage Issues project.

Background

Sudden Valley Community Association (SVCA)'s 2026 budget includes \$95,613.00 for Fast Response for Unforeseen Road and Drainage Issues. This budget item is in place to cover unexpected road and drainage issues that may occur throughout the year. These issues could be the result of a flood, large storm, existing drainage that fails unexpectedly, etc. In 2022 SVCA began restoring SVCA's drainage system to the original 1970's construction design, and in the past few years have continued restoration. SVCA has cleared and established positive drainage at all culverts previously known and located over 100 additional culverts that were buried from neglect, with some having over 3' of debris covering the inlets or outlets. The risk of existing infrastructure failing unexpectedly is reducing, but the risk is still present. Even with these recent improvements, only about 10% of SVCA's ditches have been restored. It is important to maintain this budget item and have it available on an annual basis to cover unexpected road and drainage issues that may arise.

Analysis

SVCA has approximately 36 miles of roads with ditches generally on both sides, and over 350 identified culverts. This infrastructure network winds through steep heavily forested terrain, includes 1 lake, numerous drainage corridors, and includes 2 large creeks – Beaver Creek and Austin Creek. Given this network, it is not uncommon for drainage issues to develop during storm events. This capital request provides immediate financial assistance for SVCA to quickly address issues that may arise.

The response to these unexpected events often necessitates a quick response to reduce damage or reestablish access. This work is typically completed on a Time and Materials contract by contractors if the scope is above the Maintenance Department's capabilities. A Time and Materials contract allows SVCA to quickly mobilize a contractor with what is needed and complete the work. SVCA issued a 2-year On-Call Time & Materials bid package and received numerous proposals (see attached). With these bid results, it is recommended SVCA issue On-Call Time & Materials contracts to the top 3 competitive bidders per PNW's summary



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

dated January 12th, 2026. These include Stremler Gravel, Inc., Strider Construction, and Western Refinery Services, Inc. If an event occurs that needs outside assistance, the Maintenance & Facilities Manager will contact the contractors by order of bid – lowest contractor first, and if that contractor is unavailable the second contractor would be called moving onto the third contractor if necessary.

Proposal

Authorize \$95,613.00 from Roads for the 2026 Fast Response for Unforeseen Roads and Drainage Issues project. The funds will be administered by SVCA's Maintenance & Facilities Manager who is responsible for the overall project and determining what SVCA can complete verse when a task needs outsourcing. If SVCA is unable to complete a repair, the Maintenance & Facilities Manager will coordinate with one of the on-call contractors.

Request 1

Request \$95,613.00 from Roads for the 2026 Fast Response for Unforeseen Roads and Drainage Issues project with the funds being administered by SVCA's Maintenance & Facilities Manager. The Maintenance & Facilities Manager will determine when SVCA staff can complete the work verse when one of the on-call contractors will be brought in.

Request 2

Authorize the General Manager to execute SVCA's standard construction contract (see attached) with the 3 recommended On-Call contractors on a Time and Materials basis per PNW's proposal dated January 12th, 2026.

- Stremler Gravel, Inc.
- Strider Construction Co., Inc.
- Western Refinery, Inc.

Motion 1

Move that the SVCA Board of Directors approve the allocation of \$95,613 from Roads for the 2026 Fast Response for Unforeseen Roads and Drainage Issues project. The Maintenance & Facilities Manager will be responsible for the distribution of funds and determining when SVCA staff can complete the work verse when to bring in one of the on-call contractors.

Motion 2

Move that the SVCA Board of Directors authorize the General Manager to execute On-Call Time & Materials contracts utilizing SVCA's standard construction contract with Stremler Gravel Inc., Strider Construction Co. Inc., and Western Refinery, Inc.

Finance Committee Approval

Motion 1

Approved: _____ Not Approved: _____ Finance Committee



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

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Motion 2

Approved: _____ Not Approved: _____ Finance Committee

Board of Directors Approval

Motion 1

Approved: _____ Not Approved: _____ SVCA Board of Directors

Motion 2

Approved: _____ Not Approved: _____ SVCA Board of Directors



January 12th, 2026

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

RE: Project Scope Letter
2026 through 2027 On-Call Contractor

PNW is providing this overall project scope letter to SVCA for the 2026 through 2027 On-Call Contractor projects. On December 10th, 2025 PNW issued a bid package to 7 contractors requesting quotes for a Time and Materials contract with SVCA.

- Stremmer Gravel Inc. – Bid Received
- Strider Construction – Bid Received
- Western Refinery Services – Bid Received
- Dirt Works Bellingham, Inc. – Bid Received
- Tiger Construction LTD. – No Bid
- Premium Services – No Bid
- Granite Construction – No Bid

The quantities on the bid form reflect the types of labor and equipment that SVCA has regularly used for similar scopes of work over the last few years. Scopes of work have included ditching, culvert cleaning, culvert replacements, road repairs, flood cleanups, slide repairs, etc. The bid form was generated solely for the purpose of comparing units to establish the best value between contractors. PNW is recommending SVCA issue contracts to the 3 lowest bidders per the attached bid results.

1. Stremmer Gravel, Inc.
2. Strider Construction Co., Inc.
3. Western Refinery Services, Inc.

The contracts are for a 2-year period, and expire on January 31st, 2028. At the end of 2027 another bid package will be issued to renew the 2-year contracts. The contracts issued will be for a \$0.00 value, and strictly reference the unit prices per the bid forms. Only the actual quantities used would be paid. Each time SVCA has a project for this contract, the contractors would be called in order. Stremmer Gravel would be called first, if they are unavailable Strider Construction would be called next, and then Western Refinery Services. Attached is the bid package for reference.

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

Sincerely,

Tyler Andrews
President

January 12, 2026 - Bid Tabulation

Project: 2026 On-Call Contractor

Item #	Description	Quantity	Unit	Stremler Gravel		Strider Construction		WRS		Dirt Works Bellingham	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Equipment Mobilization to SVCA - 8,000LB Size Machine	3	EA	\$ 450.00	\$ 1,350.00	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00
2	Equipment Mobilization to SVCA - 18,000LB Size Machine	3	EA	\$ 650.00	\$ 1,950.00	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 2,500.00	\$ 7,500.00
3	Equipment Mobilization to SVCA - 35,000LB Size Machine	2	EA	\$ 650.00	\$ 1,300.00	\$ 1,300.00	\$ 2,600.00	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00
4	Foreman w/ Tool Truck	80	HRS	\$ 115.00	\$ 9,200.00	\$ 125.00	\$ 10,000.00	\$ 125.00	\$ 10,000.00	\$ 100.00	\$ 8,000.00
5	Operator	70	HRS	\$ 75.00	\$ 5,250.00	\$ 80.00	\$ 5,600.00	\$ 90.00	\$ 6,300.00	\$ 75.00	\$ 5,250.00
6	Laborer	70	HRS	\$ 75.00	\$ 5,250.00	\$ 66.00	\$ 4,620.00	\$ 75.00	\$ 5,250.00	\$ 60.00	\$ 4,200.00
7	Truck Driver	70	HRS	\$ 70.00	\$ 4,900.00	\$ 69.00	\$ 4,830.00	\$ 75.00	\$ 5,250.00	\$ 60.00	\$ 4,200.00
8	Traffic Spotter	70	HRS	\$ 70.00	\$ 4,900.00	\$ 66.00	\$ 4,620.00	\$ 75.00	\$ 5,250.00	\$ 50.00	\$ 3,500.00
9	Flagger	20	HRS	\$ 70.00	\$ 1,400.00	\$ 66.00	\$ 1,320.00	\$ 75.00	\$ 1,500.00	\$ 75.00	\$ 1,500.00
10	2nd Tool Truck if Required	40	HRS	\$ 35.00	\$ 1,400.00	\$ 40.00	\$ 1,600.00	\$ 25.00	\$ 1,000.00	\$ 35.00	\$ 1,400.00
11	Dump Truck - Solo	40	HRS	\$ 90.00	\$ 3,600.00	\$ 125.00	\$ 5,000.00	\$ 90.00	\$ 3,600.00	\$ 110.00	\$ 4,400.00
12	Dump Truck - 5 CY	40	HRS	\$ 80.00	\$ 3,200.00	60.00	\$ 2,400.00	\$ 80.00	\$ 3,200.00	90.00	\$ 3,600.00
13	Dump Truck & Trailer - Operated	20	HRS	\$ 180.00	\$ 3,600.00	215.00	\$ 4,300.00	\$ 180.00	\$ 3,600.00	175.00	\$ 3,500.00
14	Excavator - 8,000LB Size	40	HRS	\$ 60.00	\$ 2,400.00	\$ 40.00	\$ 1,600.00	\$ 55.00	\$ 2,200.00	\$ 50.00	\$ 2,000.00
15	Excavator - 18,000LB Size	40	HRS	\$ 65.00	\$ 2,600.00	\$ 75.00	\$ 3,000.00	\$ 80.00	\$ 3,200.00	\$ 75.00	\$ 3,000.00
16	Staging Area Reload Machine	20	HRS	\$ 85.00	\$ 1,700.00	\$ 70.00	\$ 1,400.00	\$ 150.00	\$ 3,000.00	\$ 150.00	\$ 3,000.00
17	Offsite Disposal via Truck & Trailer	400	TCY	\$ 22.50	\$ 9,000.00	\$ 26.00	\$ 10,400.00	\$ 30.00	\$ 12,000.00	\$ 17.00	\$ 6,800.00
18	Onsite Equipment Moves	20	HRS	\$ 80.00	\$ 1,600.00	\$ 150.00	\$ 3,000.00	\$ 150.00	\$ 3,000.00	\$ 175.00	\$ 3,500.00
19	Traffic Control Devices	1	LS	\$ 1.00	\$ 1.00	\$ 450.00	\$ 450.00	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00
20	Materials	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
21	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	Subtotal				\$ 74,601.00		\$ 83,640.00		\$ 91,100.00		\$ 91,350.00
	WSST @ 8.8%				\$ 6,564.89		\$ 7,360.32		\$ 8,016.80		\$ 8,038.80
	Total w/ WSST				\$ 81,165.89		\$ 91,000.32		\$ 99,116.80		\$ 99,388.80



December 16th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2026 through 2027 On-Call Contractor
Addendum #1

Bid submissions are due by 11:00am on Monday, 1-12-26. Email bid submissions to tylera@pnwcivil.com. Bid bonds are not required.

Firm Name: Stremler Gravel, Inc.

Bid Schedule – 2026 through 2027 On-Call Contractor					
Item #	Description	Quantity	Unit	Unit Price	Total
1	Equipment Mobilization to SVCA – 8,000LB Size Machine	3	EA	\$ 450.00	\$1350.00
2	Equipment Mobilization to SVCA – 18,000LB Size Machine	3	EA	\$ 650.00	\$ 1950.00
3	Equipment Mobilization to SVCA – 35,000LB Size Machine	2	EA	\$ 650.00	\$ 1300.00
4	Foreman w/ Tool Truck	80	HRS	\$ 115.00	\$ 9200.00
5	Operator	70	HRS	\$ 75.00	\$ 5250.00
6	Laborer	70	HRS	\$ 75.00	\$ 5250.00
7	Truck Driver	70	HRS	\$ 70.00	\$ 4900.00
8	Traffic Spotter	70	HRS	\$ 70.00	\$ 4900.00
9	Flagger	20	HRS	\$ 70.00	\$ 1400.00
10	2 nd Tool Truck if Required	40	HRS	\$ 35.00	\$ 1400.00
11	Dump Truck – Solo	40	HRS	\$ 90.00	\$ 3600.00
12	Dump Truck – 5 CY	40	HRS	\$ 80.00	\$ 3200.00
13	Dump Truck & Trailer - Operated	20	HRS	\$ 180.00	\$ 3600.00
14	Excavator – 8,000LB Size	40	HRS	\$ 60.00	\$ 2400.00
15	Excavator – 18,000LB Size	40	HRS	\$ 65.00	\$ 2600.00
16	Staging Area Reload Machine	20	HRS	\$ 85.00	\$ 1700.00
17	Offsite Disposal via Truck & Trailer	400	TCY	\$ 22.50	\$ 9000.00
18	Onsite Equipment Moves	20	HRS	\$ 80.00	\$ 1600.00
19	Traffic Control Devices	1	LS	\$ 1.00	\$ 1.00
20	Materials	1	EST.	\$5,000.00	\$5,000.00
21	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				\$74,601.00
	WSST @ 8.8%				\$ 6564.89
	Total w/ WSST				\$81,165.89



Acknowledgement of Addendums: #1

By: *Pat Kramme*
Signature of Authorized Person

Date: 01/12/26

Print Name & Title: Pat Kramme, Project Manager



December 16th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2026 through 2027 On-Call Contractor
Addendum #1


Bid submissions are due by 11:00am on Monday, 1-12-26. Email bid submissions to tylera@pnwcivil.com. Bid bonds are not required.

Firm Name: Strider Construction Co., Inc.

Bid Schedule – 2026 through 2027 On-Call Contractor					
Item #	Description	Quantity	Unit	Unit Price	Total
1	Equipment Mobilization to SVCA – 8,000LB Size Machine	3	EA	\$ 1,100.00	\$ 3,300.00
2	Equipment Mobilization to SVCA – 18,000LB Size Machine	3	EA	\$ 1,200.00	\$ 3,600.00
3	Equipment Mobilization to SVCA – 35,000LB Size Machine	2	EA	\$ 1,300.00	\$ 2,600.00
4	Foreman w/ Tool Truck	80	HRS	\$ 125.00	\$ 10,000.00
5	Operator	70	HRS	\$ 80.00	\$ 5,600.00
6	Laborer	70	HRS	\$ 66.00	\$ 4,620.00
7	Truck Driver	70	HRS	\$ 69.00	\$ 4,830.00
8	Traffic Spotter	70	HRS	\$ 66.00	\$ 4,620.00
9	Flagger	20	HRS	\$ 66.00	\$ 1,320.00
10	2 nd Tool Truck if Required	40	HRS	\$ 40.00	\$ 1,600.00
11	Dump Truck – Solo	40	HRS	\$ 125.00	\$ 5,000.00
12	Dump Truck – 5 CY	40	HRS	\$ 60.00	\$ 2,400.00
13	Dump Truck & Trailer - Operated	20	HRS	\$ 215.00	\$ 4,300.00
14	Excavator – 8,000LB Size	40	HRS	\$ 40.00	\$ 1,600.00
15	Excavator – 18,000LB Size	40	HRS	\$ 75.00	\$ 3,000.00
16	Staging Area Reload Machine	20	HRS	\$ 70.00	\$ 1,400.00
17	Offsite Disposal via Truck & Trailer	400	TCY	\$ 26.00	\$ 10,400.00
18	Onsite Equipment Moves	20	HRS	\$ 150.00	\$ 3,000.00
19	Traffic Control Devices	1	LS	\$ 450.00	\$ 450.00
20	Materials	1	EST.	\$5,000.00	\$5,000.00
21	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				\$ 83,640.00
	WSST @ 8.8%				\$ 7,360.32
	Total w/ WSST				\$ 91,000.32



Acknowledgement of Addendums: 1

By: 
Signature of Authorized Person

Date: 9 JAN 2026

Print Name & Title: KYLE GEBHARDT, PRESIDENT



December 16th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2026 through 2027 On-Call Contractor
Addendum #1

Bid submissions are due by 11:00am on Monday, 1-12-26. Email bid submissions to tylera@pnwcivil.com. Bid bonds are not required.

Firm Name: Western Refinery Services, Inc.

Bid Schedule – 2026 through 2027 On-Call Contractor					
Item #	Description	Quantity	Unit	Unit Price	Total
1	Equipment Mobilization to SVCA – 8,000LB Size Machine	3	EA	\$ 1,000.00	\$ 3,000.00
2	Equipment Mobilization to SVCA – 18,000LB Size Machine	3	EA	\$ 1,500.00	\$ 4,500.00
3	Equipment Mobilization to SVCA – 35,000LB Size Machine	2	EA	\$ 2,000.00	\$ 4,000.00
4	Foreman w/ Tool Truck	80	HRS	\$ 125.00	\$ 10,000.00
5	Operator	70	HRS	\$ 90.00	\$ 6,300.00
6	Laborer	70	HRS	\$ 75.00	\$ 5,250.00
7	Truck Driver	70	HRS	\$ 75.00	\$ 5,250.00
8	Traffic Spotter	70	HRS	\$ 75.00	\$ 5,250.00
9	Flagger	20	HRS	\$ 75.00	\$ 1,500.00
10	2 nd Tool Truck if Required	40	HRS	\$ 25.00	\$ 1,000.00
11	Dump Truck – Solo	40	HRS	\$ 90.00	\$ 3,600.00
12	Dump Truck – 5 CY	40	HRS	\$ 80.00	\$ 3,200.00
13	Dump Truck & Trailer - Operated	20	HRS	\$ 180.00	\$ 3,600.00
14	Excavator – 8,000LB Size	40	HRS	\$ 55.00	\$ 2,200.00
15	Excavator – 18,000LB Size	40	HRS	\$ 80.00	\$ 3,200.00
16	Staging Area Reload Machine	20	HRS	\$ 150.00	\$ 3,000.00
17	Offsite Disposal via Truck & Trailer	400	TCY	\$ 30.00	\$ 12,000.00
18	Onsite Equipment Moves	20	HRS	\$ 150.00	\$ 3,000.00
19	Traffic Control Devices	1	LS	\$ 1,250.00	\$ 1,250.00
20	Materials	1	EST.	\$5,000.00	\$5,000.00
21	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				\$ 91,100.00
	WSST @ 8.8%				\$ 8,016.80
	Total w/ WSST				\$ 99,116.80



Acknowledgement of Addendums: 1

By: _____
Signature of Authorized Person

Date: 12/29/2025

Print Name & Title: Dustin Bliss / Construction Manager



December 16th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2026 through 2027 On-Call Contractor
Addendum #1

Bid submissions are due by 11:00am on Monday, 1-12-26. Email bid submissions to tylera@pnwcivil.com. Bid bonds are not required.

Firm Name: Dirt Works Bellingham, Inc

Bid Schedule – 2026 through 2027 On-Call Contractor					
Item #	Description	Quantity	Unit	Unit Price	Total
1	Equipment Mobilization to SVCA – 8,000LB Size Machine	3	EA	\$ 2,500.00	\$ 7,500.00
2	Equipment Mobilization to SVCA – 18,000LB Size Machine	3	EA	\$ 2,500.00	\$ 7,500.00
3	Equipment Mobilization to SVCA – 35,000LB Size Machine	2	EA	\$ 3,500.00	\$ 7,000.00
4	Foreman w/ Tool Truck	80	HRS	\$ 100.00	\$ 8,000.00
5	Operator	70	HRS	\$ 75.00	\$ 5,250.00
6	Laborer	70	HRS	\$ 60.00	\$ 4,200.00
7	Truck Driver	70	HRS	\$ 60.00	\$ 4,200.00
8	Traffic Spotter	70	HRS	\$ 50.00	\$ 3,500.00
9	Flagger	20	HRS	\$ 75.00	\$ 1,500.00
10	2 nd Tool Truck if Required	40	HRS	\$ 35.00	\$ 1,400.00
11	Dump Truck – Solo	40	HRS	\$ 110.00	\$ 4,400.00
12	Dump Truck – 5 CY	40	HRS	\$ 90.00	\$ 3,600.00
13	Dump Truck & Trailer - Operated	20	HRS	\$ 175.00	\$ 3,500.00
14	Excavator – 8,000LB Size	40	HRS	\$ 50.00	\$ 2,000.00
15	Excavator – 18,000LB Size	40	HRS	\$ 75.00	\$ 3,000.00
16	Staging Area Reload Machine	20	HRS	\$ 150.00	\$ 3,000.00
17	Offsite Disposal via Truck & Trailer	400	TCY	\$ 17.00	\$ 6,800.00
18	Onsite Equipment Moves	20	HRS	\$ 175.00	\$ 3,500.00
19	Traffic Control Devices	1	LS	\$ 1500.00	\$ 1,500.00
20	Materials	1	EST.	\$5,000.00	\$5,000.00
21	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				\$ 91,350.00
	WSST @ 8.8%				\$ 8,038.80
	Total w/ WSST				\$ 99,388.80



Acknowledgement of Addendums: yes, #1

By: [Signature]
Signature of Authorized Person

Date: 1-22-26

Print Name & Title: Jim LeBonde Pres



December 16th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – 2026 through 2027 On-Call Contractor

Addendum #1 to the Bid Documents

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project, and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.
- B. The project will be awarded at SVCA's Board meeting on Thursday, January 29th, 2026. With this 2 week shift, bid submittals are pushed back to Monday, January 12th, 2026 by 11:00am.

Bid Form: A new bid form is attached, and shall be submitted by contractors.

Changes to Submittal Date: Bids are due by 11:00am on Monday, January 12th, 2026.

Changes to Drawings: None

End of Addendum No. 1

Questions shall be directed to Tyler Andrews at tylera@pnwcivil.com or 360-739-2072.



December 16th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2026 through 2027 On-Call Contractor
Addendum #1

Bid submissions are due by 11:00am on Monday, 1-12-26. Email bid submissions to tylera@pnwcivil.com. Bid bonds are not required.

Firm Name: _____

Bid Schedule – 2026 through 2027 On-Call Contractor					
Item #	Description	Quantity	Unit	Unit Price	Total
1	Equipment Mobilization to SVCA – 8,000LB Size Machine	3	EA	\$	\$
2	Equipment Mobilization to SVCA – 18,000LB Size Machine	3	EA	\$	\$
3	Equipment Mobilization to SVCA – 35,000LB Size Machine	2	EA	\$	\$
4	Foreman w/ Tool Truck	80	HRS	\$	\$
5	Operator	70	HRS	\$	\$
6	Laborer	70	HRS	\$	\$
7	Truck Driver	70	HRS	\$	\$
8	Traffic Spotter	70	HRS	\$	\$
9	Flagger	20	HRS	\$	\$
10	2 nd Tool Truck if Required	40	HRS	\$	\$
11	Dump Truck – Solo	40	HRS	\$	\$
12	Dump Truck – 5 CY	40	HRS	\$	\$
13	Dump Truck & Trailer - Operated	20	HRS	\$	\$
14	Excavator – 8,000LB Size	40	HRS	\$	\$
15	Excavator – 18,000LB Size	40	HRS	\$	\$
16	Staging Area Reload Machine	20	HRS	\$	\$
17	Offsite Disposal via Truck & Trailer	400	TCY	\$	\$
18	Onsite Equipment Moves	20	HRS	\$	\$
19	Traffic Control Devices	1	LS	\$	\$
20	Materials	1	EST.	\$5,000.00	\$5,000.00
21	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: _____



December 10th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – 2026 through 2027 On-Call Contractor

SVCA is requesting quotes for the 2026 through 2027 On-Call Contractor projects. This contract will be for a 2-year period. The rates on the bid form shall apply to 2026, and SVCA will apply a 3% inflation factor to the 2026 rates for year 2027. The contract will expire on January 31st, 2028. This is a Time and Materials contract. The quantities listed on the bid form are for bidding purposes only, and the actual quantities used will be paid. SVCA will use the established quantities on the bid form to determine the on-call contractors. SVCA intends to issue contracts to the 3 most competitive bids. As SVCA has projects arise the lowest bid contractor will be called first, if that contractor is unavailable the 2nd lowest contractor will be called, and finally the 3rd contractor. Each time a new project arises, the order of priority will restart.

The scope of work for this project is intended to cover unforeseen road and drainage issues that need to be quickly addressed without going through a full design/bidding process. Activities could include culvert replacement, drainage improvements, road repairs, etc. Typically, these are related to storm events and take place between the fall and spring. The scope of work will vary each time and should be anticipated to take between a day to a couple of weeks or more each call out. The number of call outs in a year will vary depending on issues that arise.

Projects are anticipated to be sequenced as follows:

- Mobilize to the Gate 5 Overflow Parking Lot that is used for contractor staging.
- From Gate 5 move to the work location daily if no staging is available at the immediate site.
- Stage bulk materials at Gate 5, and shuttle onsite with solo dump trucks / tool trucks. The majority of locations throughout SVCA have no staging areas available, and roads generally don't have shoulders. At Gate 5 truck and trailer access is available.
- Generally, the Gate 5 location will have a piece of equipment dedicated to it for reloading materials into dump trucks.
- Typical crew configuration based on historical events include a foreman with a tool truck, operator with either an 8,000LB or 18,000LB sized excavator, laborer, dump truck, and traffic spotter. A second unoperated machine is typically at the staging area for reloading of materials.

In addition, SVCA intends to utilize this Contract to assist with drainage and road maintenance. Each year SVCA identifies more locations that need ditches cleaned as they work to reestablish their drainage network. The majority of SVCA's ditches haven't been maintained since they were built in the 1970's. Cleaning typically consists of removing 1' to 3' of debris, and then lining with jute matting or 2x4 quarry spalls. The ditching each year will typically use the crew identified above, and last for 2 to 4 weeks during the summer months. Other examples of work SVCA might direct is culvert replacements, and road repairs.



Other Project Notes:

1. The project will be presented to SVCA's Board on Thursday, January 8th, 2026, for contract award.
2. SVCA typical work hours are 8:00am – 7:00pm Monday thru Friday, and 8:00am – 6:00pm Saturday. Exceptions to this may apply depending on the scope of work required.
3. SVCA will allow contractor staging in the overflow parking lot located across from Gate 5 along Lake Louis Road. There is very limited staging available at each work location.
4. The rates listed on the bid form shall include all overhead and markup. All other items such as materials, rental equipment, subcontractors, etc. shall receive a 15% markup on invoice cost.
5. If other equipment is required than provided on the bid form, a unit rate shall be agreed to prior to mobilization.
6. Fridays are garbage/recycling day in Sudden Valley. Contractor shall not interfere with this pickup. If Contractor plans to have the road obstructed on Friday's other arrangements shall be coordinated by the Contractor for garbage/recycling collection.
7. Traffic control shall follow MUTCD and WSDOT standards.
8. Installation shall follow WSDOT specifications and standards.
9. This is a private project, and prevailing wages are not applicable.

Scope of Work Clarifications:

- Billing time is for onsite hours only. Crew travel to/from SVCA is incidental to the hourly rates. Exception to this is picking up materials/etc. required.
- Items 1 – 3 – Equipment Mobilization
 - o These cover mobilizing machines to and from SVCA. Each mobilization shall be roundtrip. For example, a bid quantity of 3 means mobilizing 3 machines to and from SVCA.
- Item 4 – Foreman w/ Tool Truck
 - o It is assumed only 1 tool truck will be required at each work location. If multiple locations are worked at once, or a specific area requires additional tool truck(s), bid item 10 shall apply.
 - o Unless agreed to with SVCA, additional tool trucks onsite will be incidental to the scope of work.
- Items 10 – 16 – Equipment
 - o All equipment rates, unless otherwise indicated, are equipment only – no operator. Operator will be covered under bid item 5.
- Item 16 – Staging Area Reload Machine
 - o This will be paid for actual time used rounded up to the nearest hour each day.
 - o This machine is typically a loader or excavator depending on contractor availability. The machine is assumed to be capable of efficiently loading dump trucks.
- Item 17 – Offsite Disposal via Truck & Trailer



- Contractor shall assume this is a mix of dirt, gravel, and organics – typical ditch debris. The unit price shall include hauling and disposal fees, and will be measured by truck yards.
 - If other disposal is required, it will be covered under Item 21.
- Item 18 – Onsite Equipment Moves
 - This item covers a vehicle and trailer to move equipment from Gate 5 around SVCA. The driver is covered under Item 7.
- Item 19 – Traffic Control Devices
 - This item shall cover flagging signs and devices. If flagging is required, the lane closure is typically 200' or less.
 - This also covers devices such as cones/candles to delineate the work zones. Typically, 20 devices are adequate to cover any location being worked, and could include signage such as Shoulder Closed or Road Work Ahead signs.
 - If detours or other extensive traffic control devices are required, they will be covered under Item 21.

Attachments:

1. Bid Form – 2 Pages
2. SVCA Standard Contract – 12 Pages

Questions shall be directed to Tyler Andrews at tylera@pnwcivil.com or 360-739-2072. Bids are due by 10:00am on Monday, January 5th, 2026. Email bid submissions to tylera@pnwcivil.com.



December 10th, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2026 through 2027 On-Call Contractor

Bid submissions are due by 10:00am on Monday, 1-5-26. Email bid submissions to tylera@pnwcivil.com. Bid bonds are not required.

Firm Name: _____

Bid Schedule – 2026 through 2027 On-Call Contractor					
Item #	Description	Quantity	Unit	Unit Price	Total
1	Equipment Mobilization to SVCA – 8,000LB Size Machine	3	EA	\$	\$
2	Equipment Mobilization to SVCA – 18,000LB Size Machine	3	EA	\$	\$
3	Equipment Mobilization to SVCA – 35,000LB Size Machine	2	EA	\$	\$
4	Foreman w/ Tool Truck	80	HRS	\$	\$
5	Operator	70	HRS	\$	\$
6	Laborer	70	HRS	\$	\$
7	Truck Driver	70	HRS	\$	\$
8	Traffic Spotter	70	HRS	\$	\$
9	Flagger	20	HRS	\$	\$
10	2 nd Tool Truck if Required	40	HRS	\$	\$
11	Dump Truck – Solo	40	HRS	\$	\$
12	Dump Truck – 5 CY	40	HRS	\$	\$
13	Dump Truck & Trailer - Operated	20	HRS	\$	\$
14	Excavator – 8,000LB Size	40	HRS	\$	\$
15	Excavator – 18,000LB Size	40	HRS	\$	\$
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17	Offsite Disposal via Truck & Trailer	400	TCY	\$	\$
18	Onsite Equipment Moves	20	HRS	\$	\$
19	Traffic Control Devices	1	LS	\$	\$
20	Materials	1	EST.	\$5,000.00	\$5,000.00
21	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Subtotal				\$
	WSST @ 8.8%				\$
	Total w/ WSST				\$



By: _____
Signature of Authorized Person

Date: _____

Print Name & Title: _____

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.



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: Mike Brock, Maintenance & Facilities Manager
Date: January 22nd, 2026
Subject: Capital Request –2026 Ditches, Culverts, and Swales (CVC)

Purpose

To request annual funding approval for maintenance of ditches, culverts, and swales per the 2016 Special General Meeting (SGM) Mandate for 2026.

Background

The 2016 SGM required Sudden Valley Community Association (SVCA) to perform major maintenance of ditches, culverts, and swales on an annual basis. A memo from Larson Gross dated December 29th, 2015, outlined the work that could be completed under this program. Since the 2016 SGM, this project has been called Culvert and Vegetation Control (CVC). From 2016 to 2021 it appears most of the work completed under this project was focused on vegetation control. Starting in 2022, the program was expanded to include culverts and swales as mandated in the 2016 SGM.

Along with CVC activities, SVCA's Maintenance Department takes a preventive maintenance approach to maintaining SVCA's drainage infrastructure. Since 2022, work that is completed as part of the annual operating budget for maintenance includes:

- Roadside mowing of all SVCA road shoulders a minimum of twice per year.
- Maintenance staff are trained to use SVCA's bucket truck and are using it proactively to trim trees and cut back/remove vegetation.
- Schedule and manage Clean Green events where chip-able material is brought by homeowners to maintenance staff for chipping/disposal.
- Regularly remove roadside branches by chipping directly into a truck instead of side casting. This minimizes the buildup of debris along shoulders and prevents it from entering ditches and culverts.
- Road cleaning with sweeper trucks that collect the debris instead of using SVCA's broom that side casts material onto the shoulders and into ditches. This process is completed twice per year – once in the fall after tree debris (leaves, etc.) have fallen, and once in the spring to collect winter road sanding and other debris.



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Analysis

In 2023 Impact Design created a 10 Year Capital Roads and Drainage Program that SVCA is following. The 10 Year plan identified many culverts that need replacement and provides a schedule for completing the work. The plan also identifies the importance and need to continue maintaining and improving ditches and culverts. The plan specifically calls out using CVC funds identified each year to complete ditching, and keeping culverts cleared. In addition, it stated that any unused Fast Response funds from prior years should be allocated to the following year's CVC allowance.

SVCA has approximately 36 miles of roads with ditches typically on at least one side of the roadway, with many having ditches on both sides of the road. Starting in 2022, CVC projects focused on cleaning and restoring ditches where drainage issues had been identified over the years but had previously been neglected. Outside of the ditching completed as part of this project (about 10% of SVCA's ditches have now been cleaned since 2022), minimal maintenance has been performed since they were built in the 1970's. This leaves many miles of ditches not cleaned, and SVCA is continuing to prioritize locations for improvements based on drainage issues.

This project is proposed to be a combined effort between SVCA's Maintenance Department, and outside contractors. When a scope of work is identified beyond Maintenance's ability, an outside contractor will be utilized. The outside contractors are proposed to be the 2026 On-Call Contractor list identified under a separate capital request. Outside contractors would typically be used where heavy equipment is necessary that SVCA does not own, requires specialized experience, or is large scale efficiency based. A few examples of when an outside contractor will be utilized:

- Clearing of a long culvert that is beyond the capabilities of SVCA's vac-trailer.
- Cleaning large stretches of ditches where larger equipment and full-size dump trucks would be used to significantly increase production and reduce the cost per foot of ditching.
- Offsite disposal of materials generated during cleaning operations.

SVCA's maintenance department will undertake the cleaning of smaller culverts and structures that are suited to SVCA's vac-trailer, as well as complete isolated drainage improvements not suited for high volume production identified above (SVCA doesn't have the equipment or staff required for high volume production).

Proposal

Authorize \$135,546.00 for 2026's CVC project as identified in the Road budget. In addition, authorize the leftover 2025 Fast Response balance, SVCA capital code 9925.1 to be added at the end of January. After invoices are received in January, this amount is anticipated to be approximately \$20,000. The Maintenance & Facilities Manager will be responsible for project oversight, and management of the funds. Funding breakdown is proposed to be:



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- \$69,807.00 toward SVCA's Maintenance Department
- \$85,739.00 for outside contractors utilizing the 2026 On-Call Contractor list.
- \$155,546.00 total project funds. This amount includes the approximate \$20,000 balance from Capital Code 9925.1 being added at the end of January.

Request 1

Request \$135,546.00 from Roads for the 2026 Ditches, Culverts, and Swales (CVC) project with funds to be administered by the Maintenance & Facilities Manager.

Request 2

Request the project funds from the 2025 Fast Response, SVCA Capital Code 9925.1, be added to this capital request (approximately \$20,000), and Capital Code 9925.1 be closed out with a \$0.00 balance at the end of January.

Motion 1

Move that the Board of Directors approve the allocation of \$135,546.00 from Roads for the 2026 Ditches, Culverts, and Swales (CVC) project with funds to be administered by the Maintenance & Facilities Manager.

Motion 2

Move that the Board of Directors approve the balance of funds in Capital Code 9925.1 (approximately \$20,000) be added to the 2026 CVC budget of \$135,546.00, and Capital Code 9925.1 be closed out with a \$0.00 balance at the end of January.

Finance Committee Approval

Motion 1

Approved: _____ Not Approved: _____ Finance Committee

Motion 2

Approved: _____ Not Approved: _____ Finance Committee

Board of Directors Approval

Motion 1

Approved: _____ Not Approved: _____ SVCA Board of Directors

Motion 2

Approved: _____ Not Approved: _____ SVCA Board of Directors



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CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors

From: Mike Brock, Maintenance & Facilities Manager

Date: January 22nd, 2026

Subject: Capital Request – 2026 Potholes & Minor Road Repairs

Purpose

To request funding approval for pothole and minor road repairs in 2026.

Background

Included in Sudden Valley Community Association (SVCA)'s 2026 Road's budget is a line item of \$39,370 for Pothole Repairs. Beginning in 2023 this line item was expanded to include minor road repairs along with pothole restoration.

Analysis

As potholes are identified, SVCA's Maintenance Department will fill them temporarily with asphalt cold patch until a few potholes are identified. Once this occurs, permanent asphalt repairs are completed. This includes removal of the failed asphalt, subgrade preparation as needed, placement of new asphalt, and sealing the edges.

In addition, SVCA's Maintenance Department will also perform minor road repairs as part of this scope. Minor road repairs are projects that don't require contractor expertise, specialized equipment, permitting, or are large scale projects. Minor road repairs include activities such as:

- Repairing a washed-out shoulder. This could include aggregate placement to stabilize or repair ruts off edge of asphalt.
- Painting of stop bars at intersections.
- Painting of parking lots.
- Replacement of broken street signs/posts.
- Stabilizing a ditch with drainage issues.
- Installation of an asphalt berm for directing water flow.
- Etc.

The proposed 2026 budget for SVCA's maintenance staff to perform pothole and minor road repairs is 39,370.00.



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Proposal

Authorize \$39,370.00 from Roads for SVCA's Maintenance Department to complete pothole and minor road repairs in 2026.

Request

Request \$39,370.00 from Roads for potholes and minor road repairs in 2026.

Motion

Move that the Board of Directors approve the allocation of \$39,370.00 from Roads for potholes and minor road repairs in 2026.

Finance Committee Approval

Approved: _____ Not Approved: _____ Finance Committee

Board of Directors Approval

Motion

Approved: _____ Not Approved: _____ SVCA Board of Directors