



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Regular Meeting

September 14th, 2023, 7:00 PM, IN-PERSON, DANCE BARN

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Consent Agenda

2a. July 27, 2023

2b. August 1, 2023

2c. August 3, 2023

2d. August 10, 2023

Item 3) Announcements

Item 4) Property Owner Comments – 15 Minutes Total

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

Item 5) General Manager Report

Item 6) Continuing Business

6a. Approval of 2023 Ballot and Election Booklet Proofs

Item 7) New Business

7a. Capital Request – Marina Boat Launch Dock Contract Award

7b. Capital Request – Replacement of Turf Care Shed Roof

7c. Appointment of Board Representatives for Union Negotiations

7d. Approval Request – Record Request Policy

Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday July 27, 2023

Minutes

DATE AND LOCATION: Thursday, July 27th, 2023, Dance Barn

CALLED TO ORDER AT: 6:05PM.

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Andrew Tischleder	4. Sam Shahan	7. Linda Bradley	10. Keith McLean Absent
2. Brian Cope via zoom	5. Nancy Alyanak	8. Stu Mitchell absent	11. Gail Chiarello Absent
3. Sonia Voldt	6. Asia Andrade	9. Taimi Van de Polder-	

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager, Joel Heverling, Finance Director.

Guest: Tyler Andrews-PNW Presented Capital Advisory Projects.

Call to Order

President Tischleder Called the meeting to order at 6:05PM. Land Acknowledgement and Anti-Racism Statement.

1. President Moves to Adopt Agenda

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

2. Announcements

3. Property Owner Comments

4. Presentation of Proposed 2024 Capital Budget

Adjourned 7:30 PM



SPECIAL SESSION OF THE BOARD OF DIRECTORS

August 1, 2023

Minutes

DATE AND LOCATION: Tuesday, August 1, 2023, Dance Barn

CALLED TO ORDER AT: 6:05 PM.

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Andrew Tischleder	4. Sam Shahan	7. Linda Bradley	10. Keith McLean Absent
2. Brian Cope	5. Nancy Alyanak	8. Stu Mitchell via zoom	11. Gail Chiarello
3. Sonia Voldt	6. Asia Andrade	9. Taimi Van de Polder	

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager, Joel Heverling, Finance Director.

Call to Order

President Tischleder Called the meeting to order at 6:05pm. Land Acknowledgement and Anti-Racism Statement.

1. President Moves to Adopt Agenda.

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

2. Motion to move into closed session. 6:07pm

Motion By: Director Alyanak		Seconded By: Director Tischleder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against :	Abstained:	

3. Motion to move into open session. 7:57PM

Motion By: Director Alyanak		Seconded By: Director Shahan	
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against :	Abstained:	

4. Motion that the Board of Directors approve the resolution to censure Director Van de Polder. RESOLUTION TO CENSURE DIRECTOR VAN DE POLDER

WHEREAS, Taimi Van De Polder ("Van De Polder") is a Director for the Sudden Valley Community Association (SVCA); and WHEREAS, the Board receives annual training on how to be an effective member of the Board of Directors for SVCA; and WHEREAS, as discussed in annual training each year, no individual Director has any authority except insofar as it may be delegated by the entire Board; and

WHEREAS, the General Manager is authorized by the Board to enforce the governing documents; and

WHEREAS, Van De Polder applied for a Facility Rental Agreement, which was later revoked

by the General Manager, for an event (Event) to be held on July 22, 2023, in the Marina Park shelter; and

WHEREAS, the Facility Rental Agreement was revoked because it was inaccurate in several respects, e.g., (i) promotional advertising was conducted when the form indicated it would not be, (ii) no insurance was provided and (iii) a color run event was planned to be held by Van De Polder even though it was not a permitted activity; and

WHEREAS, the General Manager notified Van De Polder of the cancellation and provided Van De Polder an opportunity to submit a revised Rental Facility Application for use of the Marina Park shelter, which she failed to do, and

WHEREAS, Van De Polder proceeded to hold the Event, including the color run, despite the absence of a valid Facility Rental Agreement and despite the fact that signs were posted indicating that the Event had been cancelled; and

WHEREAS, all Directors are expected to set an example for the community, to abide by SVCA's governing documents, and to lead in creating a healthy work environment for SVCA's staff; and

WHEREAS, Van De Polder was complicit by failing to intervene when others attending the event behaved in an abusive and threatening manner towards the GM and Security Guard; and

WHEREAS, fines have been assessed by the Association for these actions, recognizing that they were in violation of the posted Rules & Regulations; and

WHEREAS, Van De Polder has engaged in conduct which is unbecoming of a Board member and of which the Board disapproves.

NOW THEREFORE, be it resolved by the Board of Directors that Taimi Van De Polder is hereby censured for the above-mentioned conduct.

Motion By: Director Tischleder		Seconded By: Director Voldt	
Approved: X	Not Approved:	Tabled:	Died:
In Favor	Against	Abstained	
Director Tischleder	Director Andrade	Director Mitchell	
Director Shahan	Director Van de Polder	Director Bradley	
Director Voldt			
Director Cope			
Director Alyanak			

Adjourned 8:20 PM



SPECIAL SESSION OF THE BOARD OF DIRECTORS

Thursday August 3rd, 2023

Minutes

DATE AND LOCATION: Thursday, August 3rdth, 2023 Dance Barn

CALLED TO ORDER AT: 6:06 pm.

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Andrew Tischleder	4. Sam Shahan	7.Linda Bradley	10. Keith McLean Absent
2. Brian Cope via zoom	5. Nancy Alyanak	8. Stu Mitchell absent	11. Gail Chiarello
3. Sonia Voldt	6. Asia Andrade Absent	9. Taimi Van de Polder-	

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager, Joel Heverling, Finance Director.
Mike Brock, Maintenance Supervisor, Brian Kruhlak, Golf Director.

Call to Order

President Tischleder Called the meeting to order at 6:05pm. Land Acknowledgement and Anti-Racism Statement.

1. President Moves to Adopt Agenda

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

2. Announcements

3. Property Owner Comments

4. Presentation of Proposed 2024 Operational Budget

Adjourned 7:33 PM



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday August 10, 2023

Minutes

DATE AND LOCATION: Thursday, August 10th, 2023 Dance Barn

CALLED TO ORDER AT: 7:01 pm.

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Andrew Tischleder	4. Sam Shahan	7. Linda Bradley	10. Keith McLean Excused
2. Brian Cope via zoom	5. Nancy Alyanak	8. Stu Mitchell absent	11. Gail Chiarello
3. Sonia Voldt	6. Asia Andrade	9. Taimi Van de Polder excused-	

ATTENDING:

Staff Members: Jo Anne Jensen, General Manager, Joel Heverling, Finance Director.

Call to Order

President Tischleder Called the meeting to order at 7:01PM. Land Acknowledgement and Anti-Racism Statement.

1. President Moves to Approve Agenda

Motion By: Director Bradley		Seconded By: Director Voldt	
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	

2. President Moves to Approve Consent Agenda

Motion By: Director Bradley		Seconded By: Director Voldt	
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained	

3. Announcements

4. Property Owner Comments

5. General Manager's Report.

6. Continuing Business.

6a Budget follow up discussion.

6b Motion to send the advisory measure to the attorney for feedback to make sure there is no issue legally to be put on the ballot.

Motion By: Director Tischleder		Seconded By	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

7. New Business

7a. Connected Trail System Proposal Discussion

7b Move that the Board of Directors approve the allocation of \$36,619.00 from Roads Reserve Fund for the 2024 Road and Drainage Project

Motion By: Director Bradley		Seconded By: Director Voldt	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: unanimous	Against:	Abstained	

7c. Move that the Board of Directors approves the allocation of \$109,712.47 from The Roads Reserve for the 2023 Culvert Replacement Project.

Motion By: Director Tischleder		Seconded By: Director Voldt	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

7d. Move that the Board of Directors approve a change order to Stremmler Gravel's Contract in the amount of \$89,712.47 for the 2023 Culvert Replacement Project

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

7c. Move that the Board of Directors approve a change order to the WRS contract in the amount of \$20,000 for the 2023 Culvert Replacement Project

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

Motion to move into closed session for personal legal 9:10PM

Motion By: Director Voldt		Seconded By: Director Voldt	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

Motion to move into open session 9:37PM

Motion By: Director Bradey		Seconded By: Director Voldt	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

**No action taken as a result of the closed session.
Adjourned 9:38PM**



Sudden Valley Community Association

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CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: September 14, 2023
Subject: Capital Request – Contract Award and Change Order
Capital Code 9719.20 – Marina Boat Launch Dock

Purpose

To request contract award and change order to Capital Code 9719.20 for the Marina Boat Launch Dock.

Background

On 5-25-23 the project was brought forward to the Board for funding approval based on the engineer's estimate, and PNW's summary letter. Reference board packet from 5-25-23 for a summary of this information. The permit was approved by Whatcom County on 8-7-23, and will be issued upon a contractor being designated to complete the project. PNW issued the project for bid on 8-18-23 to 5 contractors, and quotes were received from 3.

Analysis

Per PNW's summary, Surowiecki Brothers Construction is the apparent low bidder with a total bid of \$113,139.48. The engineer's estimate with WSST was \$210,910.97. This leaves a project savings that can be credited back to CRRRF in the amount of \$97,771.49.

Requests

Request 1:

Authorize the General Manager to execute SVCA's standard construction contract with Surowiecki Brothers Construction with a not to exceed amount of \$113,139.48.

Request 2:

Authorize the Finance Manager to credit \$97,771.49 from Capital Code 9719.20 back to CRRRF.

Motions

Motion 1:

Move that the Board of Directors authorize the General Manager to execute SVCA's standard construction contract with Surowiecki Brothers Construction with a not to exceed amount of \$113,139.48.

Motion 2:

Move that the Board of Directors authorize the Finance Manager to allocate \$97,771.49 from Capital Code 9719.20 back to CRRRF.



Sudden Valley Community Association

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4 Clubhouse Circle Bellingham, WA 98229

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Board of Directors Approval

Motion 1:

Approved: _____ Not Approved: _____SVCA Board of Directors

Motion 2:

Approved: _____ Not Approved: _____SVCA Board of Directors



September 11, 2023

Sudden Valley Community Association
Attn: Jo Anne Jensen
4 Clubhouse Circle
Bellingham, WA 98229

RE: SVCA Capital Code 9719.20 – Marina Boat Launch Dock Replacement
Contract Award Recommendation

PNW is providing this project scope letter for the Marina Boat Launch Dock project. The project was issued for bid on 8-18-23 to 5 contractors requesting quotes. The contractors were:

- Surowiecki Brothers Construction – Bid Received
- Strider Construction – Bid Received
- Tiger Construction – Bid Received
- Stremler Gravel – No Bid
- Bayside Construction – No Bid

Bids were received from 3 contractors per the attached bid summary. Surowiecki Brothers Construction is the apparent low bidder that PNW recommends SVCA proceed with contract award to. The engineer recommends proceeding per design, not taking the alternate as the price difference is minimal. Suggested contract amount per bid tabulations is \$113,139.48.

Please let me know if there are any questions or if you need additional information.

Sincerely,

Tyler Andrews
President

September 8, 2023 - Bid Tabulation

Project: Marina Boat Launch Dock

Item #	Description	Quantity	Unit	Surowiecki Brothers		Strider Construction		Tiger Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00	\$ 8,821.00	\$ 8,821.00
2	Survey / Layout	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 9,564.00	\$ 9,564.00
3	Pile Extensions	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,904.50	\$ 7,809.00
4	6'x20' Floating Dock	1	LS	\$ 26,998.00	\$ 26,998.00	\$ 29,000.00	\$ 29,000.00	\$ 33,785.00	\$ 33,785.00
5	Plate 4'x36' Approach Pier with Support	1	LS	\$ 25,702.00	\$ 25,702.00	\$ 29,500.00	\$ 29,500.00	\$ 31,117.00	\$ 31,117.00
6	Frame and Transition Plates	1	LS	\$ 29,180.00	\$ 29,180.00	\$ 35,500.00	\$ 35,500.00	\$ 40,886.00	\$ 40,886.00
7	Concrete Abutment	1	LS	\$ 2,300.00	\$ 2,300.00	\$ 6,000.00	\$ 6,000.00	\$ 7,779.00	\$ 7,779.00
8	Gravel Access to Approach Pier	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 1,100.00	\$ 1,100.00	\$ 2,872.00	\$ 2,872.00
9	Adjust Utility Vault to Grade	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 584.00	\$ 584.00
10	Mitigation Clearing & Planting	1	LS	\$ 2,300.00	\$ 2,300.00	\$ 2,200.00	\$ 2,200.00	\$ 1,172.00	\$ 1,172.00
11	Site Restoration	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,431.00	\$ 2,431.00
12	Minor Changes	1	EST.	5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
	Schedule A Subtotal				\$104,180.00		\$135,250.00		\$151,820.00
	WSST @ 8.6%				\$ 8,959.48		\$ 11,631.50		\$ 13,056.52
	Schedule A Total w/ WSST				\$113,139.48		\$146,881.50		\$164,876.52
	Alternate								
A1	6'x20' Floating Dock with ThrufLOW Grating	1	LS	\$ 23,939.00	\$ 23,939.00	\$ 27,000.00	\$ 27,000.00	\$ 24,124.00	\$ 24,124.00



August 18, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Marina Boat Launch Dock

Bid submissions are due by 2:00pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.

Firm Name: _____

Bid Schedule – Marina Boat Launch Dock					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 5,000	\$ 5,000
2.	Survey / Layout	1	LS	\$ 2,000	\$ 2,000
3.	Pile Extensions	2	EA	\$ 1,000	\$ 2,000
4.	6'x20' Floating Dock	1	LS	\$ 26,999	\$ 26,999
5.	4'x30' Gangway with Transition Plate	1	LS	\$ 25,702	\$ 25,702
6.	4'x36' Approach Pier with Support Frame and Transition Plates	1	LS	\$ 29,180	\$ 29,180
7.	Concrete Abutment	1	LS	\$ 2,300	\$ 2,300
8.	Gravel Access to Approach Pier	1	LS	\$ 1,200	\$ 1,200
9.	Adjust Utility Vault to Grade	1	EA	\$ 1,000	\$ 1,000
10.	Mitigation Clearing & Planting	1	LS	\$ 2,300	\$ 2,300
11.	Site Restoration	1	LS	\$ 1,500	\$ 1,500
12.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule A Subtotal				\$104,180.00	\$102,180
WSST @ 8.6%				\$8,959.48	\$ 8,787.48
Schedule A Total w/ WSST				\$113,139.48	\$110,967.48
Alternate					
A1	6'x20' Floating Dock with Thruflow Grating	1	LS	\$ 23,939	\$ 23,939

By: Jesse
 Signature of Authorized Person

Date: 9/7/2023

Print Name & Title: Jesse Surawicki Owner



August 18, 2023

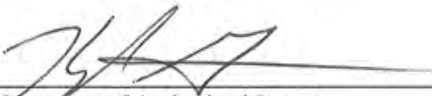
Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Marina Boat Launch Dock

Bid submissions are due by 2:00pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.

Firm Name: Strider Construction Co., Inc.

Bid Schedule – Marina Boat Launch Dock					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 13,000.00	\$ 13,000.00
2.	Survey / Layout	1	LS	\$ 3,500.00	\$ 3,500.00
3.	Pile Extensions	2	EA	\$ 3,500.00	\$ 7,000.00
4.	6'x20' Floating Dock	1	LS	\$ 29,000.00	\$ 29,000.00
5.	4'x30' Gangway with Transition Plate	1	LS	\$ 29,500.00	\$ 29,500.00
6.	4'x36' Approach Pier with Support Frame and Transition Plates	1	LS	\$ 35,500.00	\$ 35,500.00
7.	Concrete Abutment	1	LS	\$ 6,000.00	\$ 6,000.00
8.	Gravel Access to Approach Pier	1	LS	\$ 1,100.00	\$ 1,100.00
9.	Adjust Utility Vault to Grade	1	EA	\$ 950.00	\$ 950.00
10.	Mitigation Clearing & Planting	1	LS	\$ 2,200.00	\$ 2,200.00
11.	Site Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
12.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Schedule A Subtotal				\$ 135,250.00
	WSST @ 8.6%				\$ 11,631.50
	Schedule A Total w/ WSST				\$ 146,881.50
	Alternate				
AI	6'x20' Floating Dock with Thruflow Grating	1	LS	\$ 27,000.00	\$ 27,000.00

By: 
Signature of Authorized Person

Date: September 8, 2023

Print Name & Title: Kyle J. Gebhardt P.E. - President



August 18, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Marina Boat Launch Dock

Bid submissions are due by 2:00pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.

Firm Name: TIGER CONSTRUCTION LTD.

Bid Schedule – Marina Boat Launch Dock					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 8,821	\$ 8,821
2.	Survey / Layout	1	LS	\$ 9,564	\$ 9,564
3.	Pile Extensions	2	EA	\$ 3,904.5	\$ 7,809
4.	6'x20' Floating Dock	1	LS	\$ 33,785	\$ 33,785
5.	4'x30' Gangway with Transition Plate	1	LS	\$ 31,117	\$ 31,117
6.	4'x36' Approach Pier with Support Frame and Transition Plates	1	LS	\$ 40,886	\$ 40,886
7.	Concrete Abutment	1	LS	\$ 7,779	\$ 7,779
8.	Gravel Access to Approach Pier	1	LS	\$ 2,872	\$ 2,872
9.	Adjust Utility Vault to Grade	1	EA	\$ 584	\$ 584
10.	Mitigation Clearing & Planting	1	LS	\$ 1,172	\$ 1,172
11.	Site Restoration	1	LS	\$ 2,431	\$ 2,431
12.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Schedule A Subtotal				\$ 151,820
	WSST @ 8.6%				\$13,056.52
	Schedule A Total w/ WSST				\$164,876.52
	Alternate				
A1	6'x20' Floating Dock with Thruflow Grating	1	LS	\$ 24,124	\$ 24,124

By: 
Signature of Authorized Person

Date: 9/08/2023

Print Name & Title: SCOTT ISENHART, PRESIDENT



August 18, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – Marina Boat Launch Dock

SVCA is requesting quotes for the Marina Boat Launch Dock project. This project installs a new boat launch dock at SVCA's marina. No work is proposed to the boat launch drive panels. 2 existing steel piles are reused along with an existing concrete pier. Bid proposals are due by 2:00pm on Friday, 9-8-23.

Summary of Work:

1. The project will go in front of the SVCA Board on Thursday, 9-14-23, for contract award. NTP is anticipated 10-2-23, or sooner, upon contract execution.
2. All work is assumed to be completed under 1 mobilization.
3. Contractor will be allowed 15 working days to complete the project. Working days will not start until contractor is mobilized onsite.
4. All work shall be completed by 3-29-24.
5. Contractor shall provide a schedule and submittals to SVCA within 28 days of NTP for review by Ashton Engineering, Inc.
6. SVCA work hours are 8:00am – 7:00pm Monday through Friday, and 8:00am – 6:00pm Saturday.
7. SVCA will allow contractor staging in the overflow parking lot located across from Gate 5 along Lake Louis Road. SVCA will also work with the contractor to provide staging space at the marina.
8. The boat launch will be closed during construction.
9. All permits will be by SVCA. Contractor will be responsible for coordinating necessary inspections. The building permit is ready to be issued upon contract award and name of contractor being provided to Whatcom County.
10. Installation shall follow WSDOT specifications and standards.
11. Force account work to receive 15% markup.
12. SVCA will hire a testing agency.
13. Contractor shall provide Performance and Payment Bonds. Bid bonds are not required.
14. This is a private project, and prevailing wages are not applicable.
15. Contractor shall warranty work for 1 year from final completion.

Scope of Work Clarifications:

- Bid Item 7 – Concrete Abutment
 - o This can be cast in place or precast.
- Bid Item 10 – Mitigation Clearing & Planting
 - o Reference Critical Areas Report for requirements.
 - Pages 15-16 – Clear 80SF and plant 2 trees. Trees to be Douglas Fir.
 - Page 26 shows the location.



Attachments:

1. Bid Form – 1 Page
2. Drawings – Ashton Engineering, Inc. – 9 Pages
3. Permit Snapshot COM2023-00037 – 6 Pages
4. HPA – 6 Pages
5. Critical Areas Assessment – 31 Pages
6. SVCA Standard Contract – 12 Pages

Questions are due by 5:00pm on 8-30-23 and shall be directed to Tyler Andrews at tylera@pnwcivil.com or 360-739-2072. Contractors are encouraged to independently visit the site; no formal pre-bid is scheduled. Bids are due by 2:00 pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.



August 18, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Marina Boat Launch Dock

Bid submissions are due by 2:00pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.

Firm Name: _____

Bid Schedule – Marina Boat Launch Dock					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$	\$
2.	Survey / Layout	1	LS	\$	\$
3.	Pile Extensions	2	EA	\$	\$
4.	6’x20’ Floating Dock	1	LS	\$	\$
5.	4’x30’ Gangway with Transition Plate	1	LS	\$	\$
6.	4’x36’ Approach Pier with Support Frame and Transition Plates	1	LS	\$	\$
7.	Concrete Abutment	1	LS	\$	\$
8.	Gravel Access to Approach Pier	1	LS	\$	\$
9.	Adjust Utility Vault to Grade	1	EA	\$	\$
10.	Mitigation Clearing & Planting	1	LS	\$	\$
11.	Site Restoration	1	LS	\$	\$
12.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Schedule A Subtotal				\$
	WSST @ 8.6%				\$
	Schedule A Total w/ WSST				\$
	Alternate				
A1	6’x20’ Floating Dock with Thruflow Grating	1	LS	\$	\$

By: _____
 Signature of Authorized Person

Date: _____

Print Name & Title: _____

SUDDEN VALLEY BOAT LAUNCH DOCK



810 Mapleridge Dr.
 Everson, WA 98247
 360.510.7946

ABBREVIATIONS

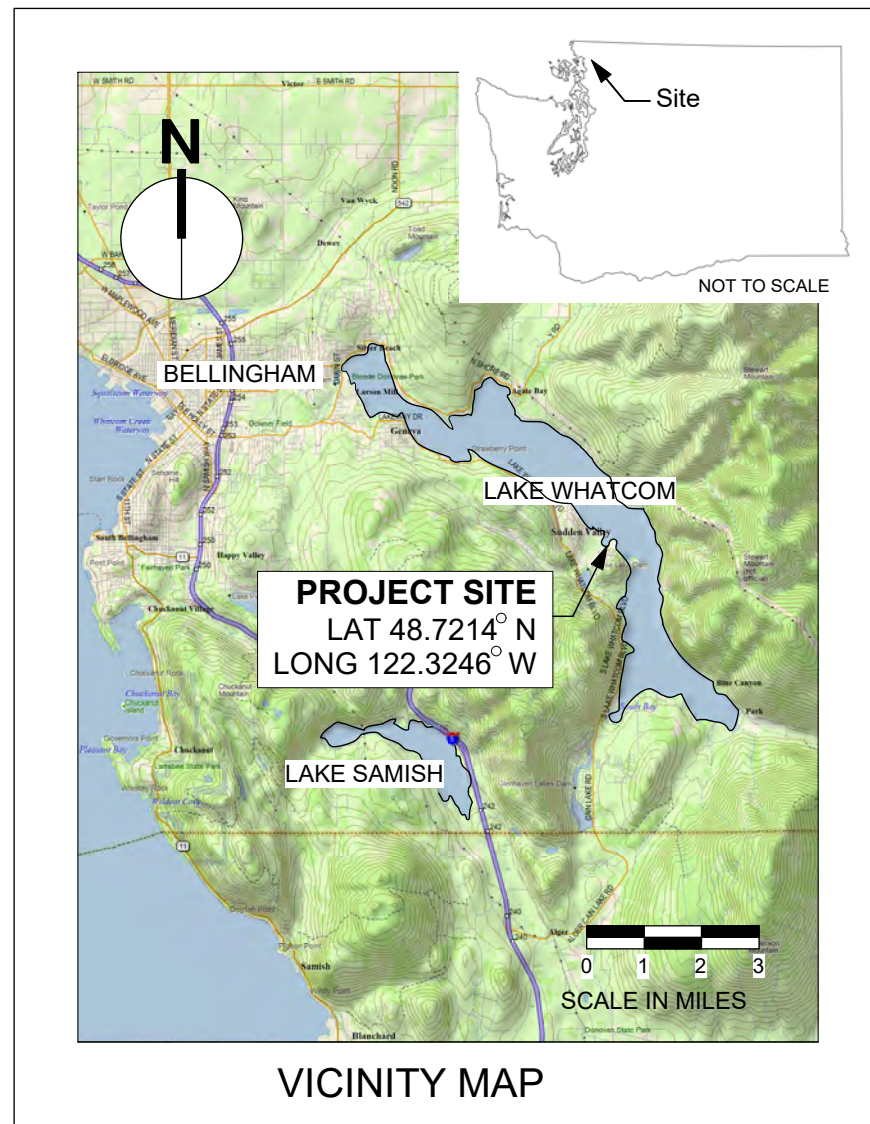
@	AT
&	AND
ALUM	ALUMINUM
APPROX	APPROXIMATE
CIP	CAST-IN-PLACE
☉	CENTERLINE
CLR	CLEAR
CONC	CONCRETE
CONT	CONTINUOUS
CSC	COUNTERSINK
CY	CUBIC YARDS
DIA	DIAMETER
(E)	EXISTING
EA	EACH
EL	ELEVATION
EQ	EQUAL
f _c	CONC. COMPRESSIVE STRENGTH
FT	FEET, FOOT
MANUF	MANUFACTURER
MAX	MAXIMUM
MIN	MINIMUM
NO.	NUMBER
NTS	NOT TO SCALE
OA	OVERALL
OC	ON CENTER
OCT	OCTAGONAL
OD	OUTSIDE DIAMETER
OHW	ORDINARY HIGH WATER
OPP	OPPOSITE
R	RADIUS
REINF	REINFORCEMENT
REQD	REQUIRED
SCH	SCHEDULE
SF	SQUARE FEET
SIM	SIMILAR
SS	STAINLESS STEEL
T&B	TOP AND BOTTOM
TYP.	TYPICAL
UHMW	ULTRA HIGH MOLECULAR WEIGHT
UNO	UNLESS NOTED OTHERWISE
W/	WITH
W/O	WITHOUT

DRAWING INDEX

<u>SHEET NO.</u>	<u>TITLE</u>
1	COVER SHEET
2	SURVEY
3	NEW DOCK PLAN
4	LONGITUDINAL SECTION & PIER ELEVATION
5	GANGWAY ELEVATION, SECTIONS
6	ABUTMENT
7	FLOATING DOCK
8	DETAILS
9	NOTES

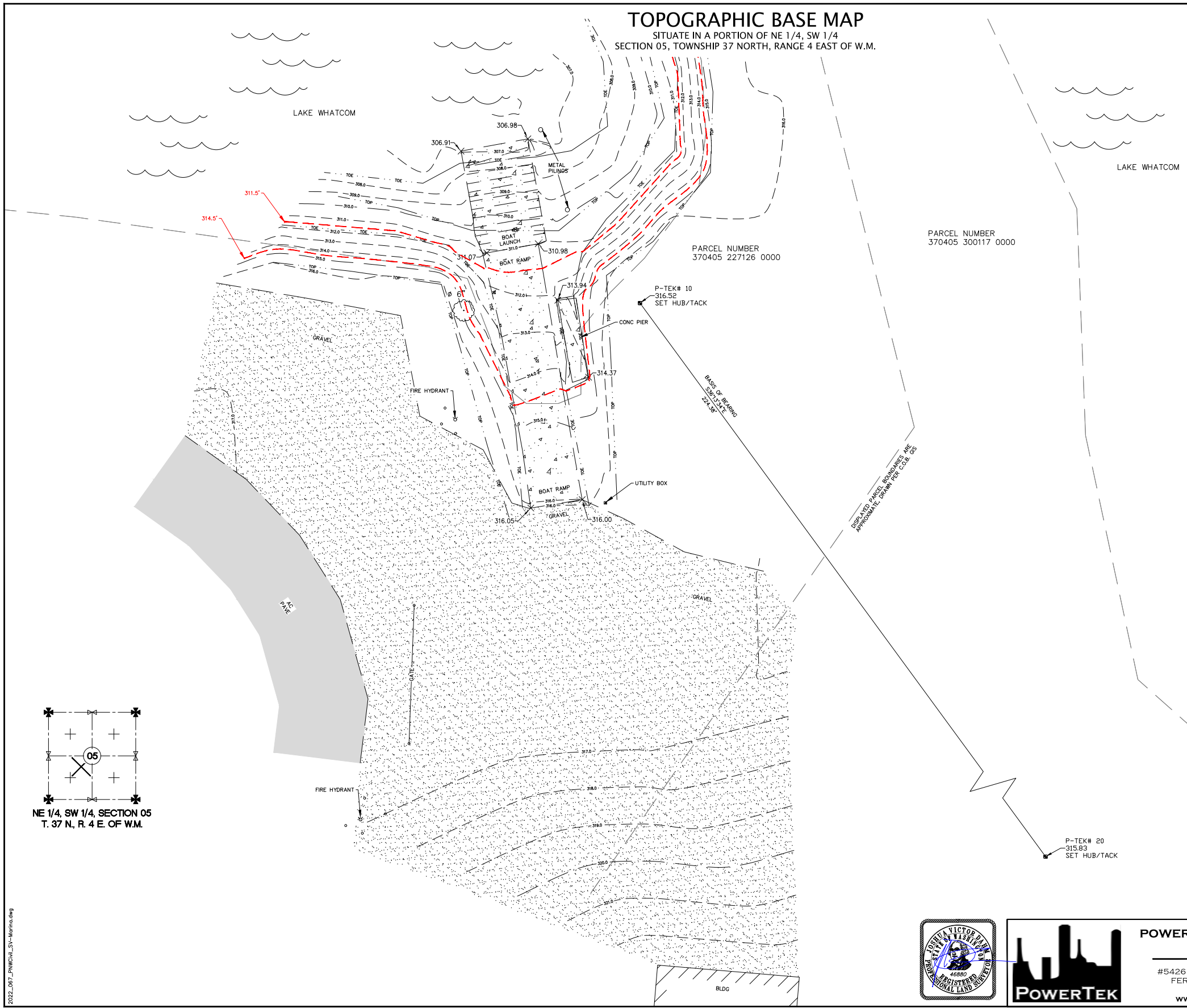
OWNER:
 SVCA
 2800 Lake Louise Dr.
 Bellingham, WA 98229

Owner's Rep.:
 Tyler Andrews
 PNW Services, Inc.
 tylera@pnwcivil.com
 360.739.2072



Project Name:	SVCA Boat Launch	Project Location:	Sudden Valley Marina Lake Whatcom	Drawing Title:	Cover
No.	Issue/ Revision	Date		3.29.2023	
Job No:		22210.16			
Sheet:		1 of 9			

TOPOGRAPHIC BASE MAP
SITUATE IN A PORTION OF NE 1/4, SW 1/4
SECTION 05, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M.



SURVEY NOTES:

- THIS SURVEY WAS PERFORMED IN DEC 2022 AT THE REQUEST OF PNW CIVIL, INC.
- FIELD SURVEY PERFORMED WITH TRIMBLE R8-3 GNSS RECEIVER AND LEICA TOPP 1201+ ROBOTIC TOTAL STATION AND MEETS OR EXCEEDS THE STANDARDS SET FORTH WITHIN WAC 332-130-090.
- BASIS OF BEARING (ASSUMED): THE INVERSE BETWEEN POWERTEK SURVEY CONTROL POINTS 10 & 20 TAKEN AS S361°3'34"E.

P-TEK #10 N=631433.6403 E=1280428.6356 EL=316.52'	P-TEK #20 N=631252.6316 E=1280591.2404 EL=315.83'
--	--
- VERTICAL DATUM: CITY OF BELLINGHAM DATUM "1909" MUNICIPAL CODE (OSM 1909), DERIVED BY HOLDING LAKE LEVEL AT 11:00AM ON DECEMBER 14, 2022 AS 311.89' PER CITY OF BELLINGHAM (PUBLIC WORKS OPERATIONS).
 TO CONVERT TO TO NAVD88, SUBTRACT 1.7'.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW ANY OR ALL EASEMENTS.
- POWERTEK SURVEYING ASSUMES NO LIABILITY FOR ANY SUBSURFACE CONDITIONS OR FEATURES THAT MAY EXIST THAT ARE UNDETECTABLE AND/OR NOT VISIBLE.
- CONTOUR INTERVALS ARE SHOWN AT 1 FOOT AND ARE COMPUTER GENERATED FROM GROUND FIELD TOPOGRAPHY GATHERED FOR THIS SURVEY UTILIZING ELECTRONIC DATA COLLECTION. NOTE: ADDITIONAL CONTOUR INTERVALS AT 311.5' AND 314.5' DISPLAYED PER CLIENT'S REQUEST. SEE CONTOUR LINES HIGHLIGHTED IN RED.



VICINITY MAP
(NTS)



0 10 20
(REDUCED TO 1"=25')



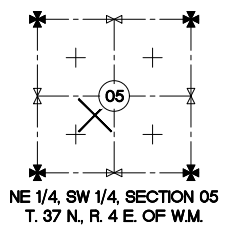
810 Mapleridge Dr.
Everson, WA 98247
360.510.7946

Project Name:	SVCA Boat Launch
Project Location:	Sudden Valley Marina Lake Whatcom
Drawing Title:	SVCA Survey

No.	Issue/ Revision	Date
		3.29.2023

FOR INFORMATION ONLY

Job No:	22210.16
Sheet:	2 of 9

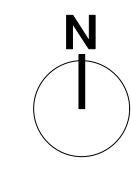
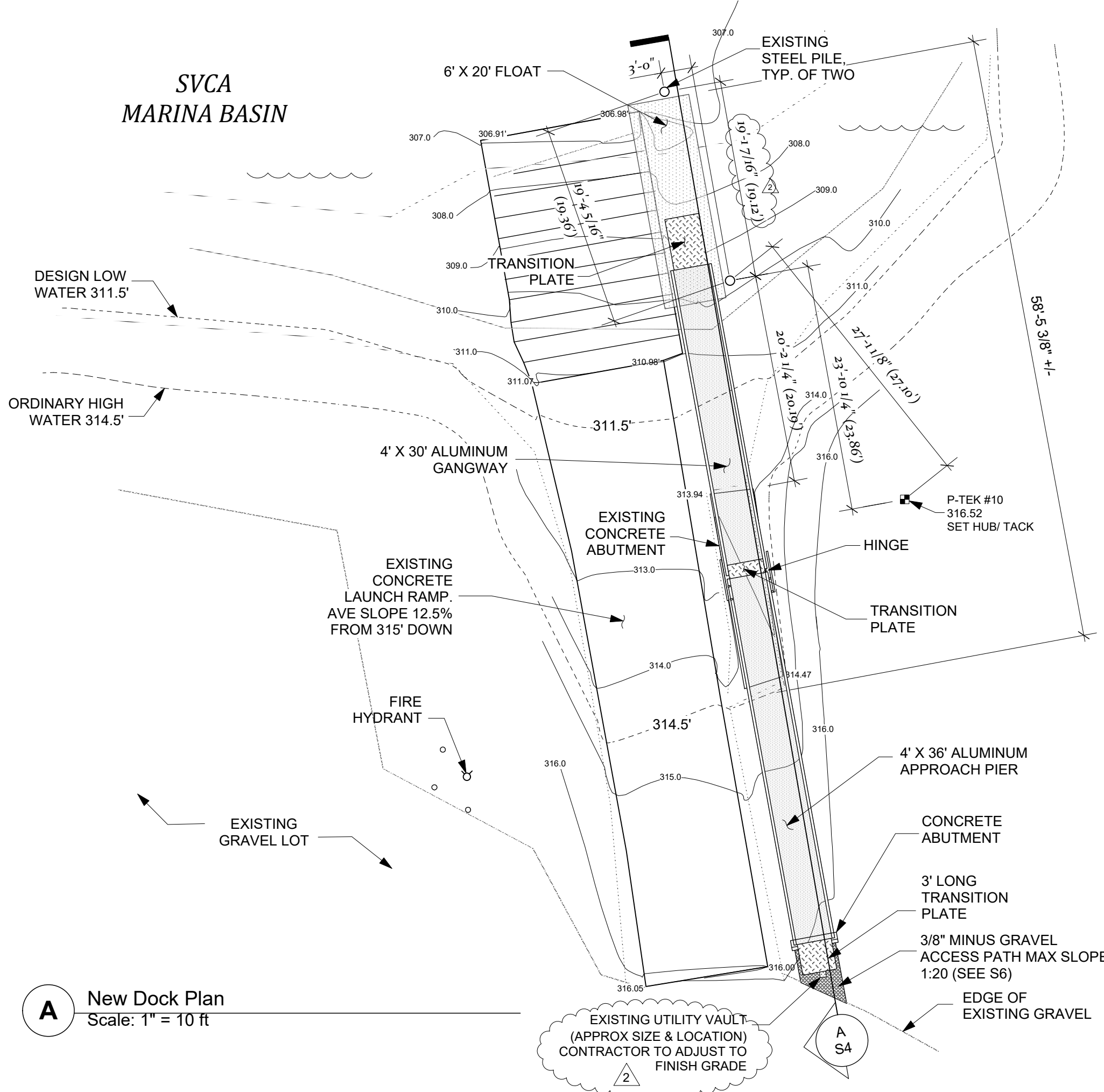


POWERTEK SURVEYING
(360) 746.8801
#5426 BARRETT ROAD # 104
FERNDALE, WA 98248
WWW.POWERTEK.NET

TOPOGRAPHIC BASE MAP OF THE SUDDEN VALLEY MARINA FOR PNW CIVIL, INC.		
DRAWN BY:	DATE:	JOB NO.:
GJM	1/20/2023	2022_067
REVIEWED BY:	SCALE:	SHEET:
JJD	1" = 10'	1 OF 1

2022_067_PNWcivil_SV-MapInfo.dwg

SVCA
MARINA BASIN



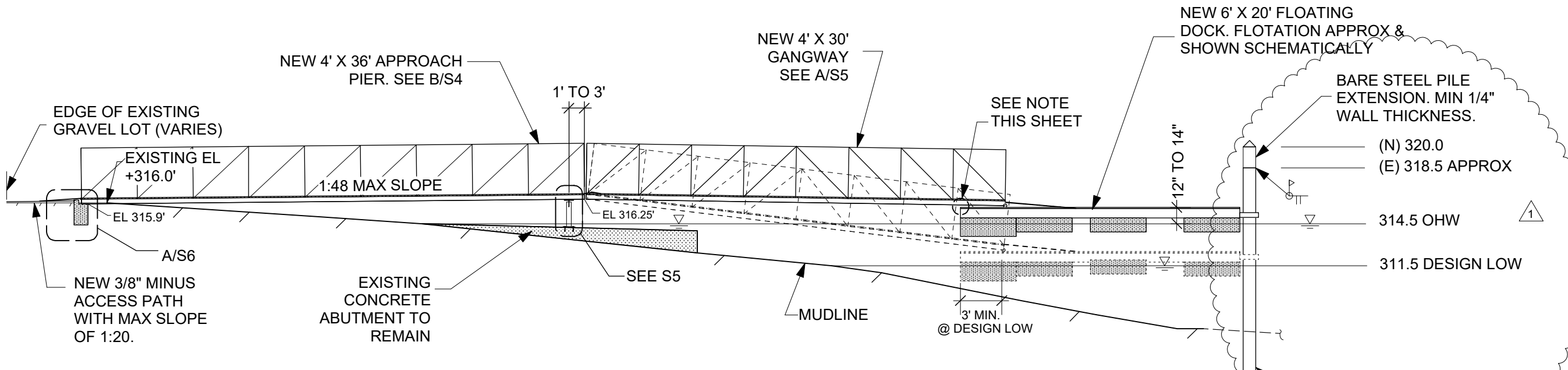
A New Dock Plan
Scale: 1" = 10 ft

DOCK PLAN AND ELEVATIONS BASED ON SURVEY BY POWERTEK SURVEYING DATED 1/20/2023. ITALICIZED DIMENSIONS PER POWERTECK 3/20/2023. VERTICAL DATUM SAME AS SURVEY.
ALL DECK SURFACES FULLY GRATED

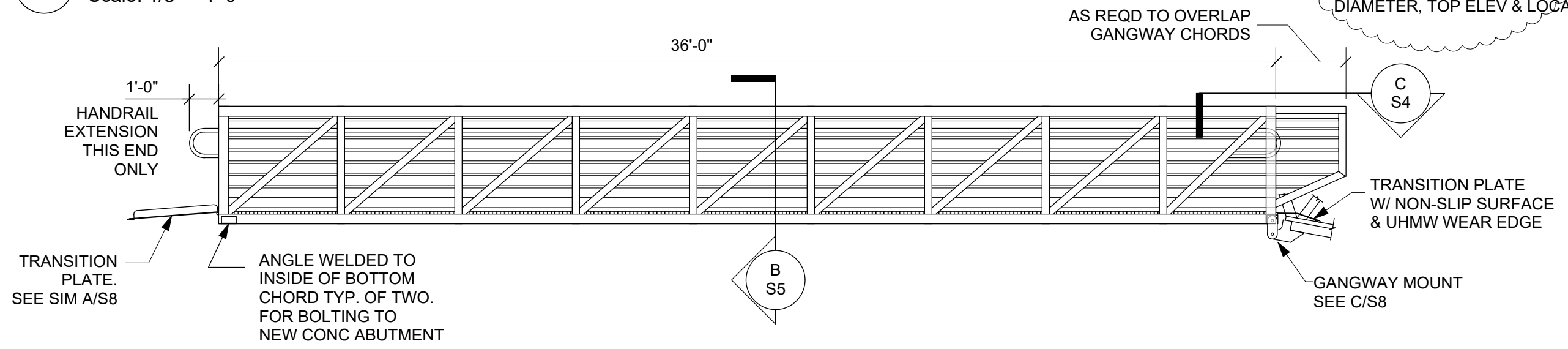


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360.510.7946

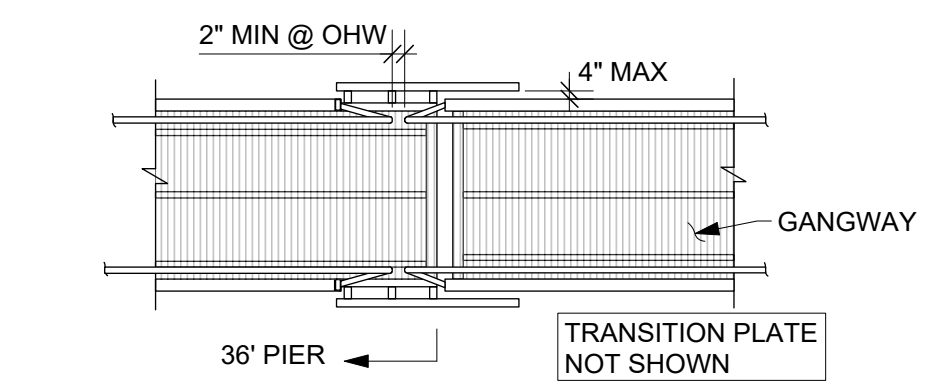
Project Name:	SVCA Boat Launch	
Project Location:	Sudden Valley Marina Lake Wahtcom	
Drawing Title:	Boat Launch Plan	
No.	Issue/ Revision	Date
		3.29.2023
△		8.8.2023
Job No:	22210.16	
Sheet:	3 of 9	



A Longitudinal Section
Scale: 1/8" = 1'-0"



B Elevation - Pier
Scale: 1/4" = 1'-0"



C Plan - Pier Offshore End (Schematic)
Scale: 1/4" = 1'-0"

NOTE:
CONTRACTOR TO CONFIRM BOTTOM OF GANGWAY IS CLEAR OF FLOAT END DECK AT DESIGN HIGH WATER ELEVATION OF 314.5'. NOTIFY ENGINEER IF THE NORTH END OF THE PIER MUST BE ELEVATED HIGHER.



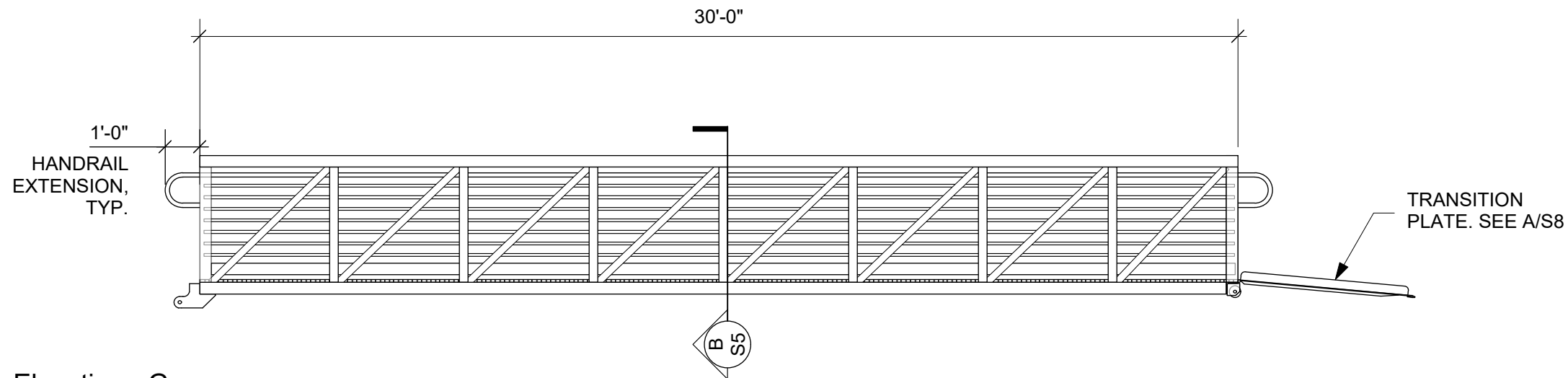
810 Mapleridge Dr.
Everson, WA 98247
360.510.7946

Project Name:	SVCA Boat Launch	
Project Location:	Sudden Valley Marina Lake Wahtcom	
Drawing Title:	Longitudinal Section	
No.	Issue/ Revision	Date
		3.29.2023
△	Pile extension & grating	5.24.2023

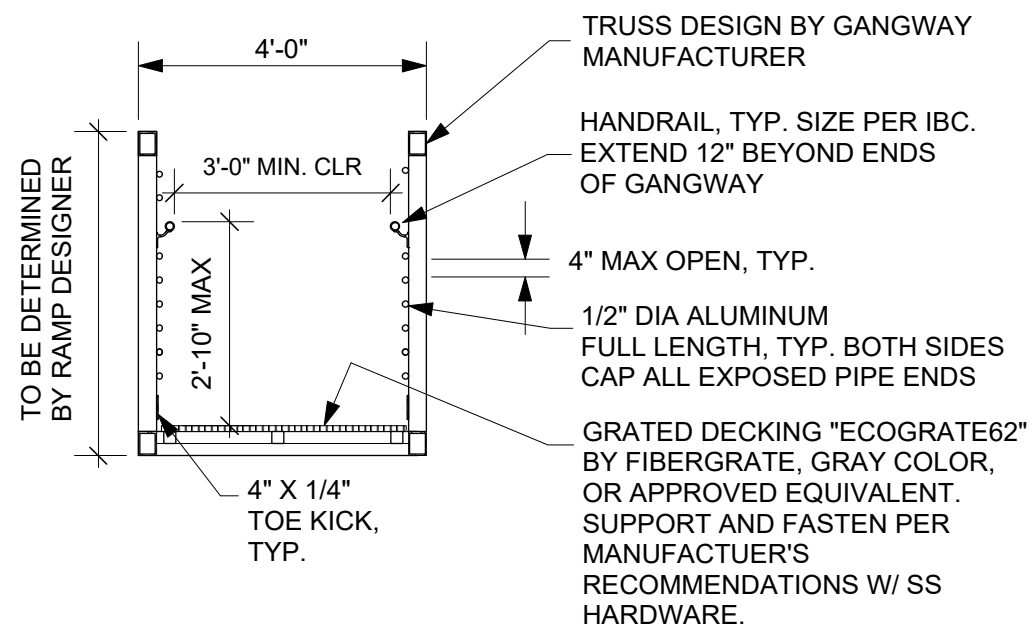


Job No: 22210.16

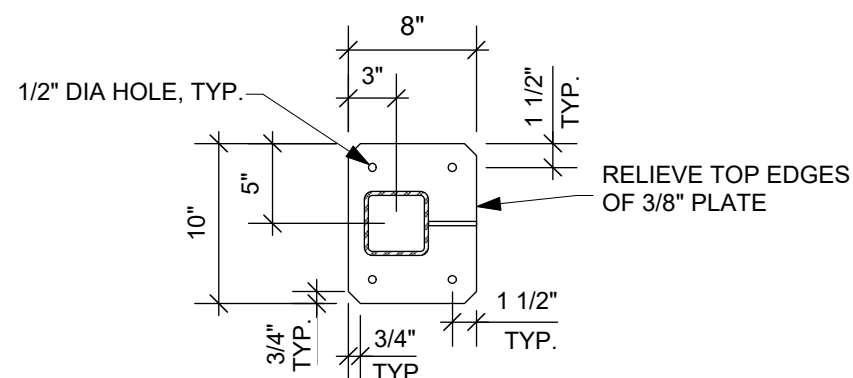
Sheet: 4 of 9



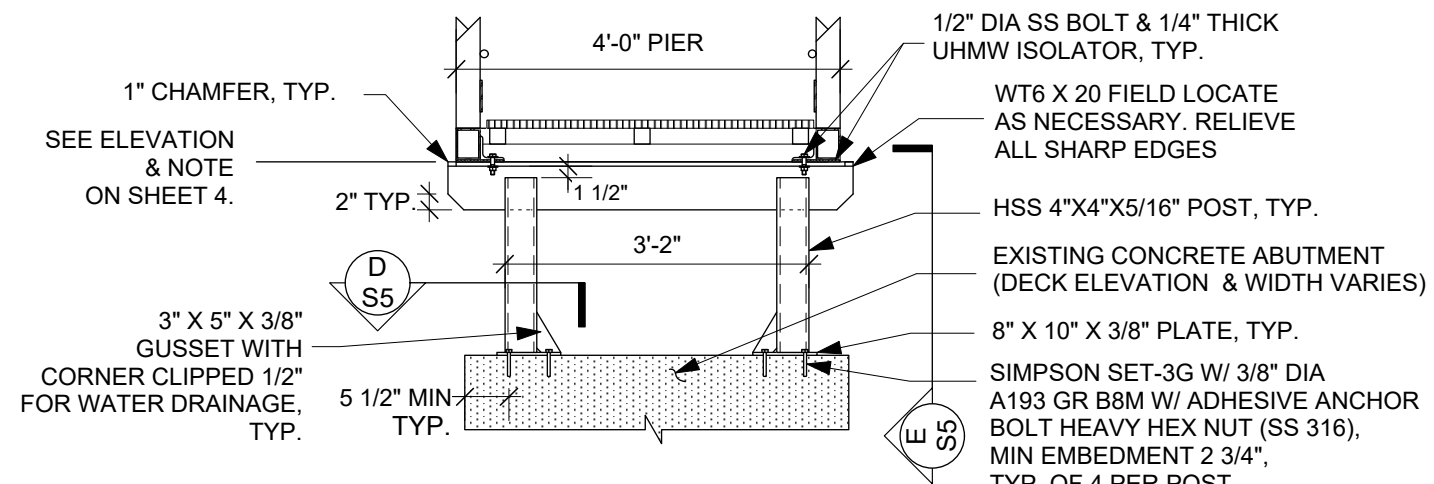
A Elevation - Gangway
Scale: 1/4" = 1'-0"



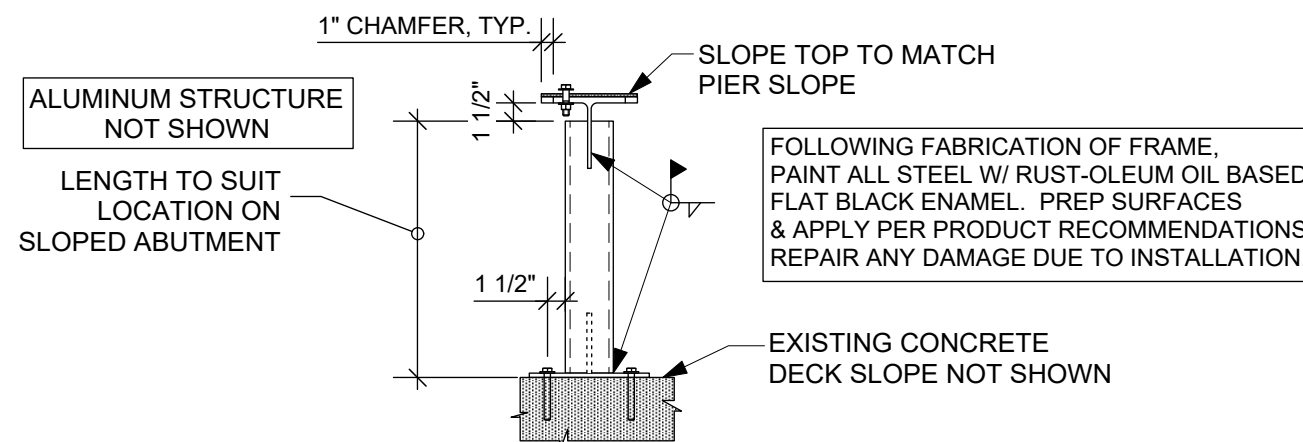
B Section - Gangway (Sim. @ Pier)
Scale: 3/8" = 1'-0"



D Section - West Post (East Post sim)
Scale: 1" = 1'-0"



C Section @ Pier Support Frame
Scale: 1/2" = 1'-0"




E Detail Steel Support Frame
Scale: 3/4" = 1'-0"

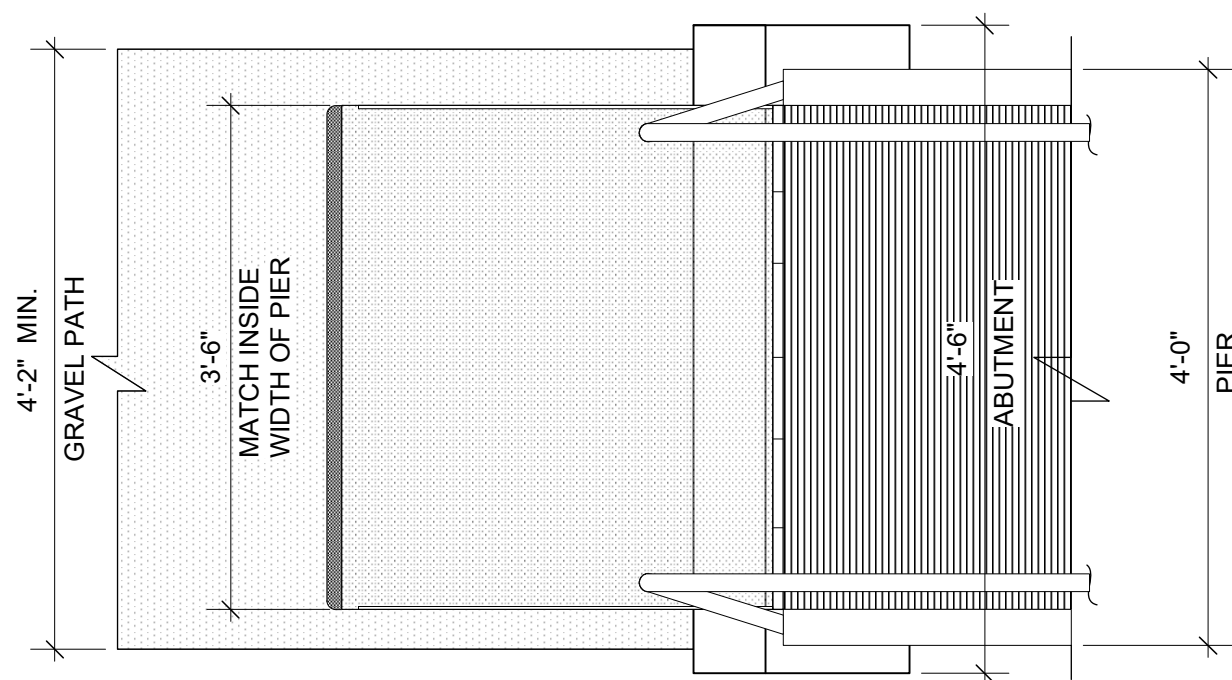
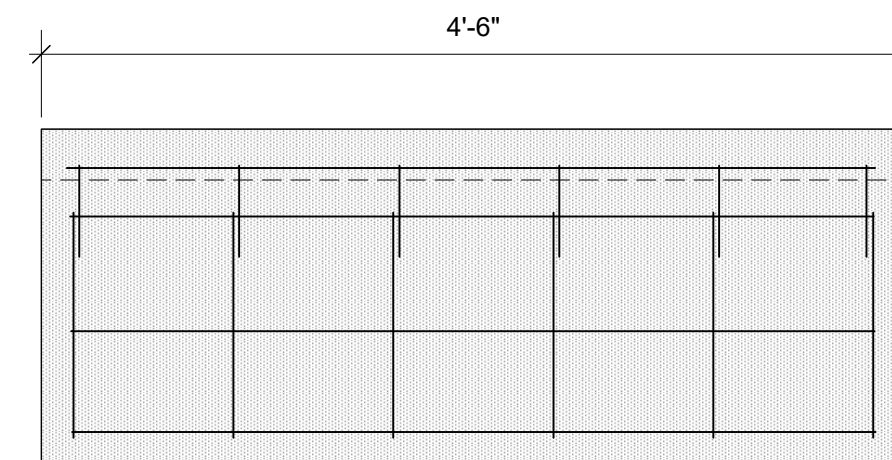
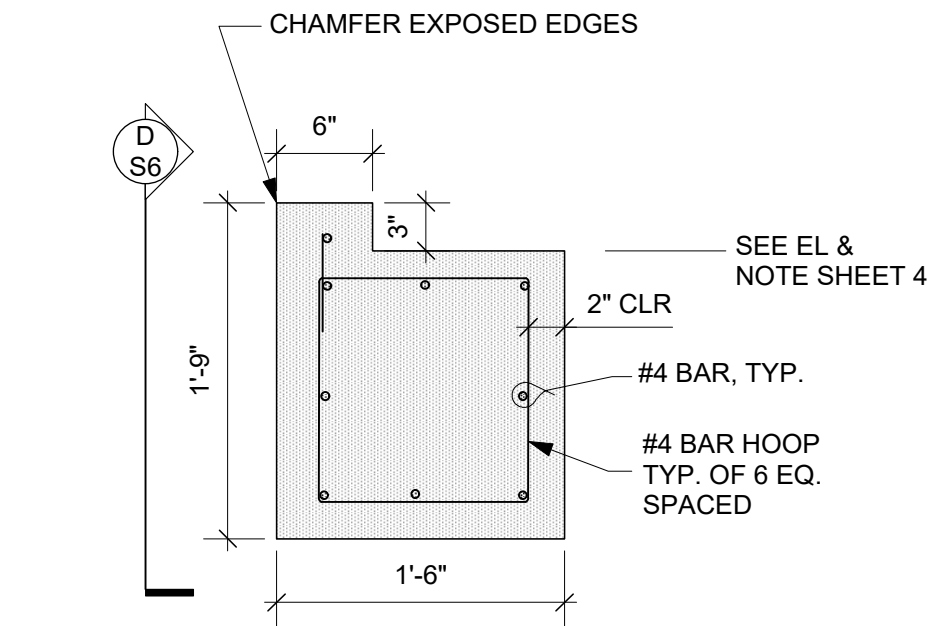
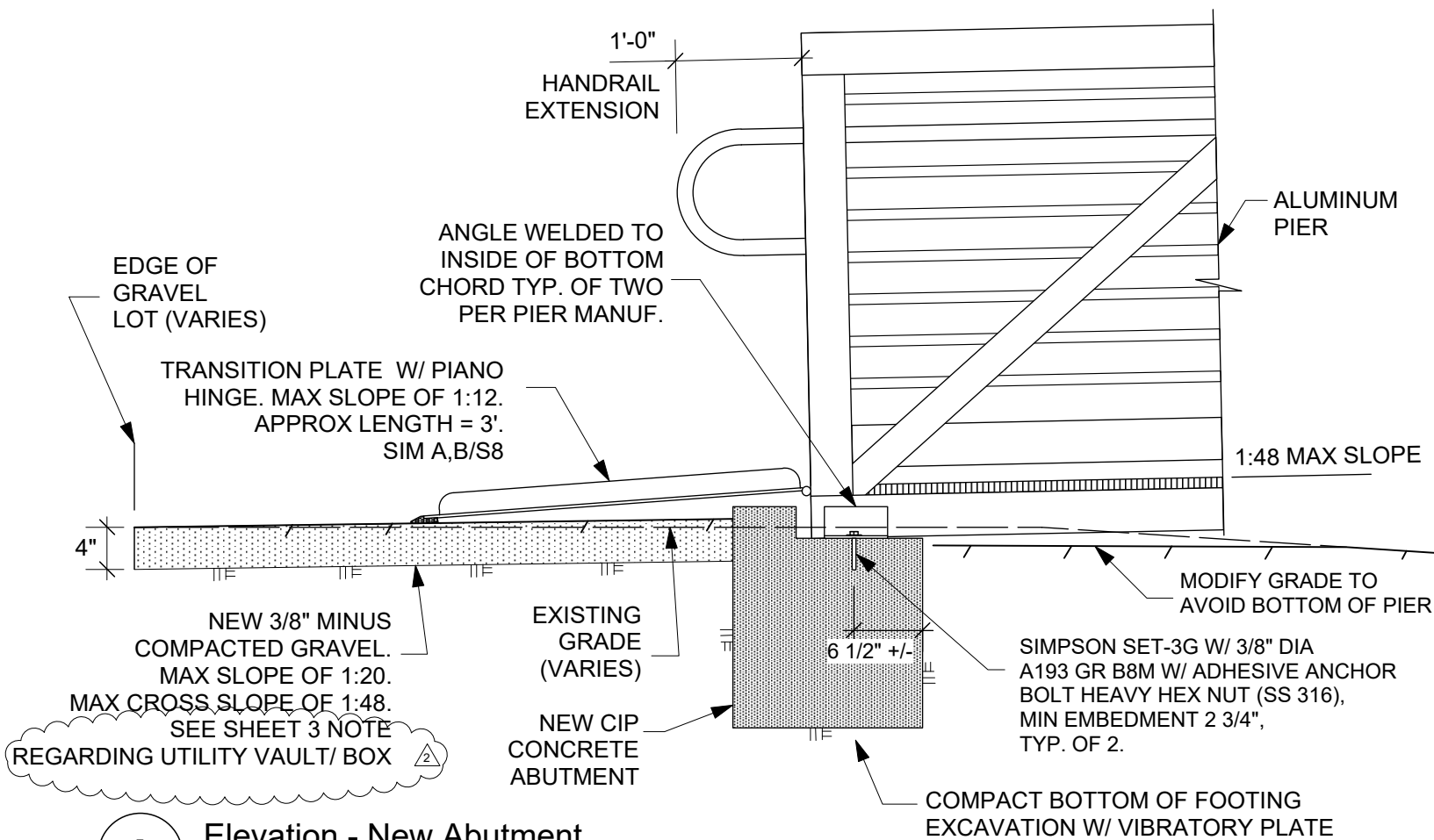
Project Name:	SVCA Boat Launch	
Project Location:	Sudden Valley Marina Lake Wahtcom	
Drawing Title:	Gangway and Details	
No.	Issue/ Revision	Date
		3.29.2023



Job No: 22210.16

Sheet: 5 of 9

Project Name:	SVCA Boat Launch	
	Project Location:	Sudden Valley Marina Lake Wahtcom
		Drawing Title:
No.	Issue/ Revision	Date
		3.29.2023
⚠		8.8.2023
		
Job No:	22210.16	
Sheet:	6 of 9	

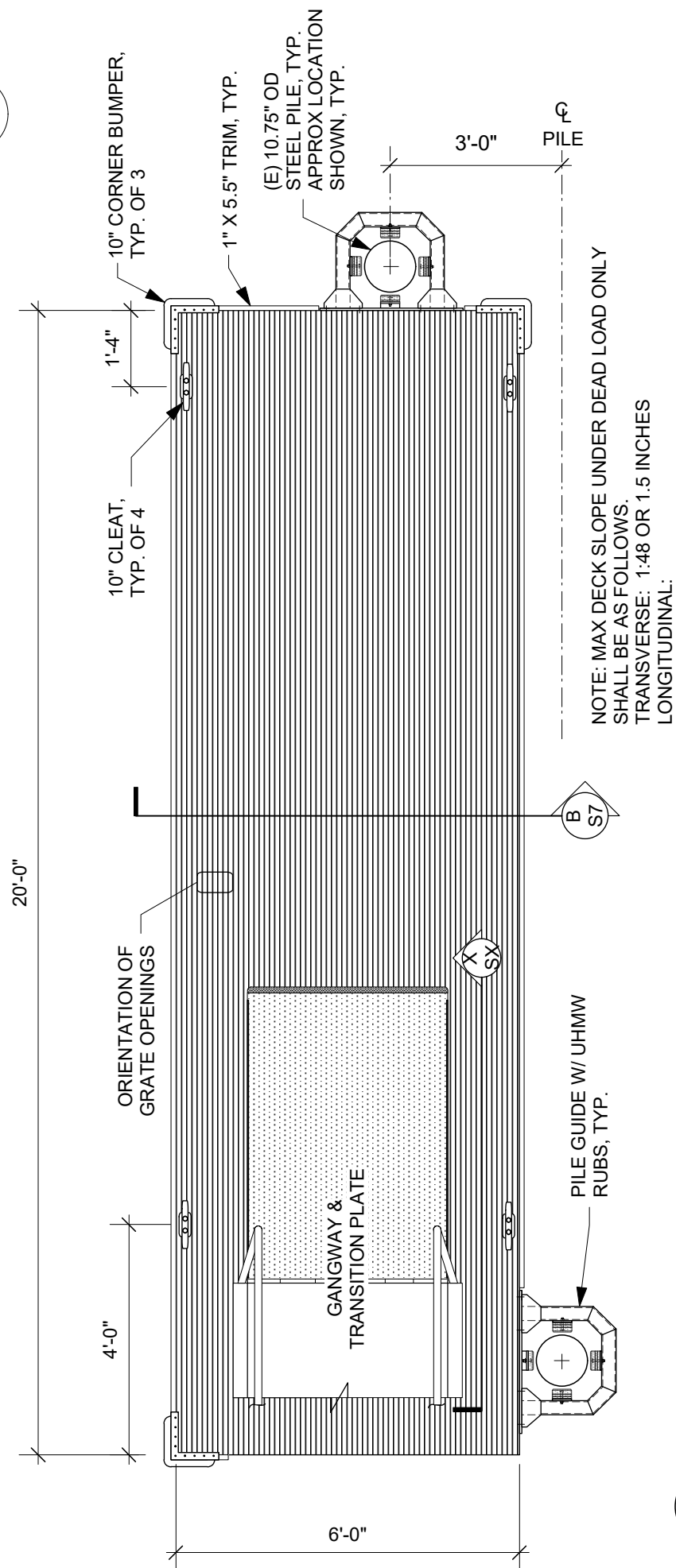
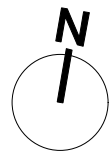


B Plan - New Abutment
Scale: 3/4" = 1'-0"

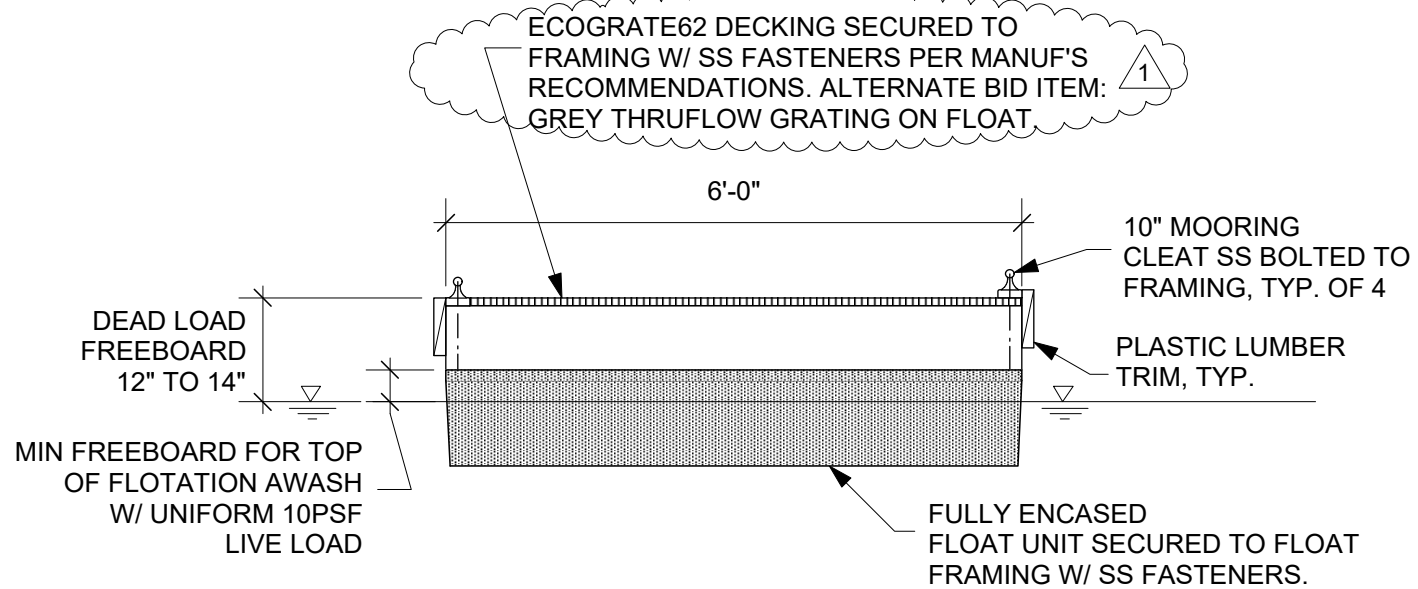
D New Abutment
Scale: 1" = 1'-0"

A Elevation - New Abutment
Scale: 3/4" = 1'-0"

C Section @ New Abutment
Scale: 1" = 1'-0"



A Plan - Floating Dock
Scale: 3/8" = 1'-0"



B Section - Floating Dock (Schematic)
Scale: 1/2" = 1'-0"

NEW FLOATING DOCK NOTES

CONTRACTOR IS RESPONSIBLE FOR DESIGN AND SUPPLY OF THE NEW FLOATING DOCK.

DESIGN PILES GUIDES FOR MIN LATERAL LOAD OF 0.7 KIPS/ PILE, ANY DIRECTION. SUBMIT PLANS AND CALCULATIONS SEALED BY WASHINGTON STATE LICENSED, CIVIL ENGINEER PRIOR TO FABRICATION.

DEAD LOAD FREEBOARD (MEASURED DECK ELEVATION TO STILL WATER LEVEL) SHALL BE 12 TO 14". DEAD LOAD FREEBOARD SHALL BE UNIFORM ALONG THE LENGTH AND WIDTH OF THE DOCK. FLOTATION DESIGN SHALL INCLUDE DEAD WEIGHT OF GANGWAY AND ITS RELATED HARDWARE, PILE GUIDES AND HARDWARE. UTILIZE COUNTER WEIGHTS IF NECESSARY
 MAXIMUM TRANSVERSE SLOPE: ONE (1) INCH PER SIX (6) FEET OF WIDTH.
 MAXIMUM LONGITUDINAL SLOPE: ONE AND A HALF (1 1/2) INCH PER TWENTY (20) FEET.

THE FLOATING DOCK SHALL BE SUPPORTED BY ONE-PIECE ROTATIONALLY MOLDED POLYETHYLENE FULLY ENCASED EXPANDED POLYSTYRENE FOAM. MINIMUM WALL THICKNESS OF POLYETHYLENE SHELL SHALL BE 1/8".

SECURE FLOAT UNITS TO DOCK FRAMING WITH SS THROUGH BOLTS.

FLOAT DECK SHALL BE GRATED. GRATING SHALL BE FIBERGRATE ECOGRATE62 OR APPROVED EQUIVALENT. COLOR SHALL BE LIGHT GREY AND SURFACE AQUA GRIT. PROVIDE ALT BID FOR THRUFLOW GRATING ON FLOAT.

SUPPORT GRATING AT THE GANGWAY LANDING PER THE MANUFACTURER'S RECOMMENDATIONS FOR A FULL DEAD PLUS LIVE LOAD ON THE GANGWAY. IN ADDITION, DESIGN DECK FOR UNIFORM LOAD OF 10 PSF ON THE GRATING AND 300 POUND CONCENTRATED LOAD. FLOTATION SHALL CONSIDER 1/2 THE LIVE LOAD ON THE GANGWAY NOT COMBINED WITH THE LIVE LOAD ON THE FLOAT. FASTEN THE GRATING PER THE MANUFACTURE'S RECOMMENDATIONS WITH SS HARDWARE.

10" MOORING CLEATS SHALL BE THROUGH BOLTED TO THE DOCK FRAMING. CAST ALUMINUM CLEATS MODEL 5-17 BY HENDERSON MARINE, OR APPROVED EQUIVALENT, SHALL BE FASTENED WITH 3/8" DIA BOLTS TO FLOAT FRAMING.

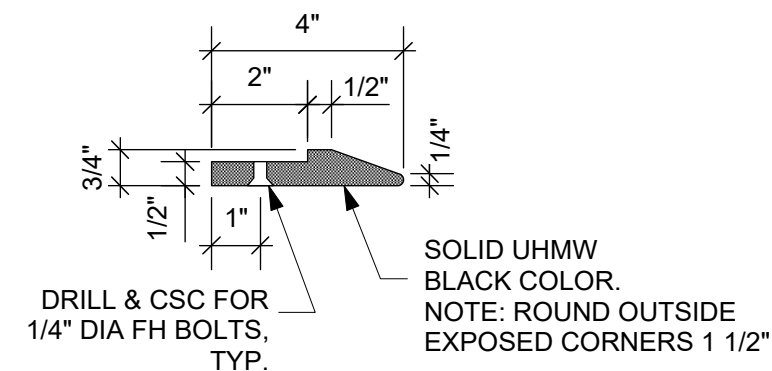
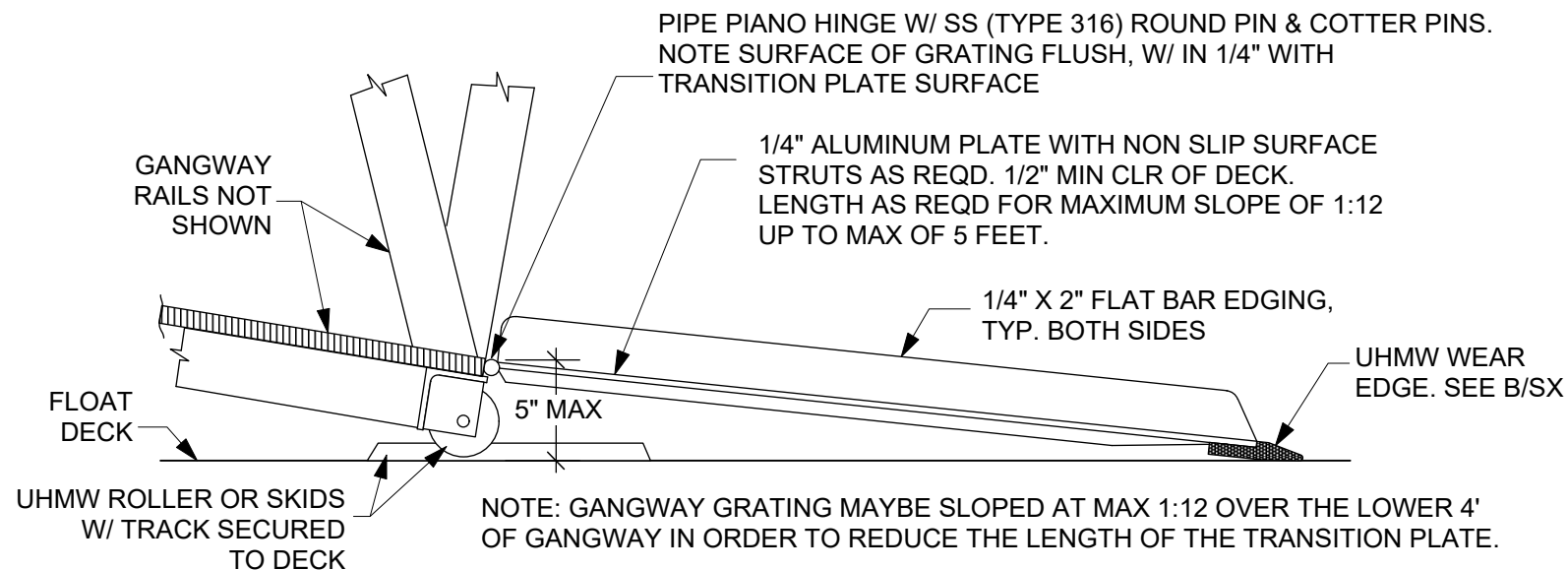
PILE GUIDES SHALL BE SIMILAR TO THOSE SHOWN SCHEMATICALLY IN THIS PLAN SET.

AT THREE DOCK CORNERS, INSTALL REGULAR 10" CORNER DOCK BUMPERS BY HENDERSON MARINE (ITEM NO. 03-06B), OR APPROVED EQUIVALENT. ATTACH EACH BUMPER TO TRIM WITH MIN SEVEN SS RING SHANK NAILS.



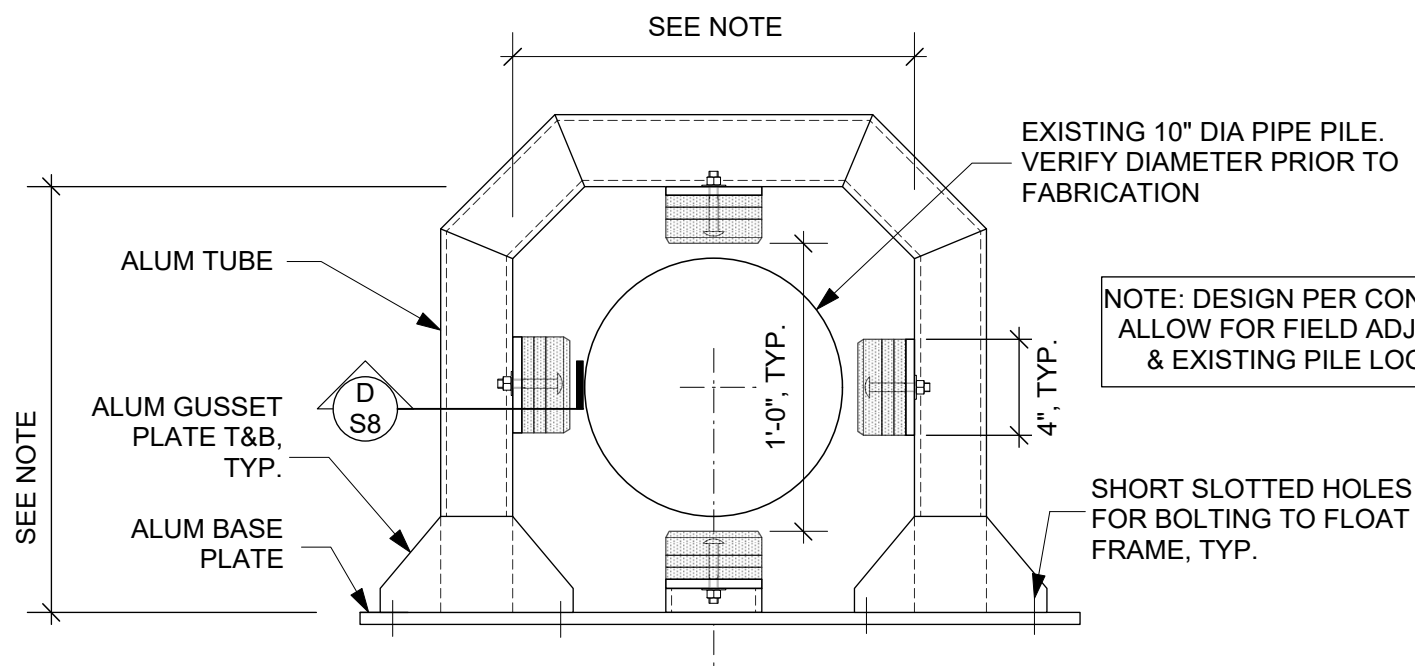
810 Mapleridge Dr.
 Everson, WA 98247
 360.510.7946

Project Name:	SVCA Boat Launch	
	Project Location:	Sudden Valley Marina Lake Wahtcom
Drawing Title:		Floating Dock
No.	Issue/ Revision	Date
		3.29.2023
△	Pile extension & grating	5.24.2023
Job No:	22210.16	
Sheet:	7 of 9	

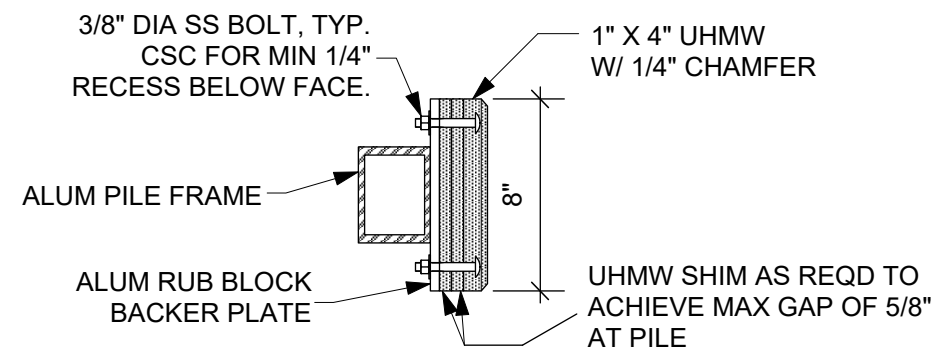


B Section - UHMW Wear Edge
Scale: 3" = 1'-0"


A Elevation - Gangway Roller & Transition Plate
Scale: 1 1/2" = 1'-0"



C Plan- Pile Guide
Scale: 1 1/2" = 1'-0"



D Section - Pile Rub Assembly
Scale: 1 1/2" = 1'-0"

Project Name:	SVCA Boat Launch	Project Location:	Sudden Valley Marina Lake Wahtcom	Drawing Title:	Details
No.	Issue/ Revision	Date			
		3.29.2023			
					
Job No:	22210.16				
Sheet:	8 of 9				

STRUCTURAL NOTES

- WHERE THESE PLANS AND SPECIFICATIONS DO NOT STATE SPECIFICALLY OTHERWISE THE PROVISIONS OF THE 2021 INTERNATIONAL BUILDING CODE (IBC) SHALL APPLY.
- LIVE LOADS: VERTICAL
ALUMINUM & PIER GANGWAY: 100 PSF, 300LB CONCENTRATED.
GANGWAY LIVE LOAD FOR DOCK FLOTATION SUPPORT 20PSF
FLOATING DOCK: 20 PSF UNIFORM, 300LB CONCENTRATED
SNOW: 25 PSF (NOT COMBINED WITH LIVE LOAD ON GANGWAY.)
- DEAD LOADS: ALL
- LATERAL LOADS:
WIND: VULT = 110 MPH 3 SEC GUST
- SPECIAL INSPECTIONS
THE FOLLOWING SPECIAL INSPECTIONS ARE REQUIRED, AND WILL BE PERFORMED BY A CERTIFIED TESTING AGENCY REPORTING TO THE OWNER. IN ADDITION, SPECIAL INSPECTION IS REQUIRED WHERE NOTED ON THE DRAWINGS. PROVIDE ADEQUATE NOTICE FOR INSPECTION BEFORE COVERING WORK.
 - FOUNDATION AND EARTHWORK:
FOOTING EXCAVATION AND STEEL REINFORCING.
 - STRUCTURAL STEEL:
 - FIELD WELDING: EXAMINE WELDERS' CERTIFICATES.
 - THE FOLLOWING WELDS MAY BE INSPECTED INTERMITTENTLY, AND BY VISUAL INSPECTION.
 - SINGLE-PASS FILLET WELDS: LESS THAN OR EQUAL TO 5/16"
 - PARTIAL PENETRATION FIELD WELDS FOR PILE EXTENSIONS.
 - CONCRETE:
SAMPLING AND TESTING PER SPECIFICATIONS.
- SUBMIT ENGINEER SEALED CALCULATIONS AND SHOP DRAWINGS PER THE SPECIFICATIONS.
- STRUCTURAL OBSERVATION. THE ENGINEER OF RECORD WILL PERFORM STRUCTURAL OBSERVATIONS, AS DEFINED BY IBC SECTION 1702. STRUCTURAL OBSERVATIONS DO NOT CONSTITUTE DETAIL INSPECTIONS.

GENERAL

- EMPLOY GOOD STANDARDS OF WORKMANSHIP THROUGHOUT. PROVIDE ALL MATERIALS AND PERFORM ALL CONSTRUCTION AS INDICATED. SECURE OWNER'S APPROVAL FOR SUBSTITUTIONS.
- SEE SPECIFICATIONS FOR DETAILED MATERIAL AND ANY REQUIRED METHODS OF INSTALLATION. IN CASE OF CONFLICT BETWEEN APPLICABLE CODES, THESE NOTES, AND THE DRAWINGS, THE FOLLOWING SHALL APPLY. THE DRAWINGS SHALL GOVERN IN ALL CASES EXCEPT MATERIALS SPECIFICATIONS. IN ANY OTHER CASE, THE MORE STRINGENT CONDITION (I.E. AMONGST THE DRAWINGS, THE IBC, THESE NOTES, AND THE SPECIFICATIONS) WILL GOVERN.
- VERIFY ALL DIMENSIONS IN THE FIELD, INCLUDING PILE SIZES AND LOCATIONS, AND UPON DISCOVERY OF ANY DISCREPANCY BETWEEN THE STRUCTURAL DRAWINGS AND FIELD, NOTIFY THE OWNER IMMEDIATELY.
- DO NOT SCALE DRAWINGS.
- USE TYPICAL DETAILS AND SCHEDULES WHEREVER APPLICABLE. SPECIFIC NOTES AND DETAILS SHALL GOVERN OVER TYPICAL DETAILS, BUT ANY PARTS OF TYPICAL DETAILS NOT ALTERED WILL STILL APPLY.
- THE STRUCTURE AS SHOWN ON THESE DRAWINGS IS DESIGNED TO BE STABLE AND TO RESIST THE INDICATED LOADS IN THE COMPLETED CONDITION. THE DRAWINGS DO NOT INDICATE THE METHOD OR SEQUENCE OF CONSTRUCTION, EXCEPT AS MAY BE SPECIFICALLY NOTED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DESIGN AND SUPPLY OF ALL ERECTION BRACING AND SHORING TO RESIST VERTICAL AND LATERAL LOADS, AND FOR SAFETY PROGRAMS, METHODS, AND PROCEDURES OF OPERATION FOR THE CONSTRUCTION OF THE DESIGN SHOWN ON THESE DRAWINGS.
- DETERMINE THAT LOADING APPLIED TO THE STRUCTURE DURING CONSTRUCTION DOES NOT EXCEED THE SAFE LOAD-CARRYING CAPACITY OF THE STRUCTURAL SYSTEM OR ITS MEMBERS. THE LOADS USED IN DESIGN OF THE MEMBERS ARE LISTED ABOVE.
- WORK SHALL BE IN ACCORDANCE WITH ALL PERMIT PROVISIONS.

CONCRETE

- PER PLANS AND SPECIFICATIONS.

CONCRETE ACCESSORIES AND HARDWARE

- CONCRETE ANCHOR BOLTS SHALL BE EPOXY ADHESIVE AND SET IN HOLES PER MANUFACTURER'S INSTRUCTIONS WITH EMBEDMENT AS NOTED.
ACCEPTED PRODUCTS INCLUDE:
A. SIMPSON SET-3G W/ 3/8" DIA A193 GR. B8M (SS 316)
B. OWNER APPROVED EQUIVALENT SUITABLE FOR WET OR SUBMERGED CONDITIONS.

STRUCTURAL STEEL

- FABRICATE, ERECT, DESIGN, AND DETAIL ALL STRUCTURAL STEEL IN ACCORDANCE WITH AISC STANDARD PRACTICE, EXCEPT AS NOTED.
- MATERIALS (EXCEPT AS NOTED IN DRAWINGS):
ALL MATERIALS SHALL BE NEW STOCK, UNLESS NOTED OTHERWISE.
PLATES, BARS & ANGLES: ASTM A36 OR TYPE 316 SS
HSS: ASTM A500 GR B
BOLTS, REGULAR: ASTM A307 SS: TYPE 316
WELD ELECTRODE: AWS D1.1-06, TABLE 3.1, E70 (LOW HYDROGEN)
PIPE: ASTM A252, GRADE 2 (MIN Fy= 35 KSI)
- ALL WELDED CONNECTIONS SHALL HAVE CONTINUOUS FILLET FILLER WELD (MINIMUM 1/8") ALL AROUND. WELDS NOT SPECIFIED SHALL BE 3/16" CONTINUOUS FILLET WELDS, OR MINIMUM SIZE PER AISC, WHICHEVER IS GREATER. ALL WELD SIZES ARE EFFECTIVE SIZES; INCREASE AS REQUIRED IF GAPS EXIST AT MEETING SURFACES.
GROOVE WELDS NOT OTHERWISE NOTED SHALL BE COMPLETE PENETRATION.
- WELDING SHALL BE BY WABO CERTIFIED WELDERS AND SHALL BE AS DETAILED OR AS SPECIFIED BY AMERICAN WELDING SOCIETY STANDARDS D1.1-06.
- GRIND SMOOTH WELDS WHERE NOTED ON DRAWINGS.
- FIELD WELDING IS NOT PERMITTED, EXCEPT AS SPECIFICALLY DETAILED.
- UNLESS OTHERWISE NOTED, BOLT HOLES SHALL NOT BE MORE THAN 1/16TH" OVER-SIZED, AND SHALL BE DRILLED OR PUNCHED; IF PUNCHED, WITHOUT DISTORTION OF THE PIECE. DO NOT BURN HOLES AT ANY PLACE.
- RE-ENTRANT CORNERS TO HAVE 1/2" RADIUS, MINIMUM, AND BE FREE OF NOTCHES.

ALUMINUM PIER AND GANGWAYS

- DESIGN OF THE ALUMINUM GANGWAY SHALL BE IN ACCORDANCE WITH THE ALUMINUM ASSOCIATION 'SPECIFICATIONS FOR ALUMINUM STRUCTURE'. ANALYSIS OF GANGWAY TRUSS SHALL UTILIZE HOLT'S METHOD FOR DETERMINING TOP CHORD BUCKLING AS OUTLINED IN 'GUIDE TO STABILITY DESIGN CRITERIA FOR METAL STRUCTURES', BY THEODORE B. GALAMBOS.
- PIER AND GANGWAY DECK AND STRUCTURAL COMPONENTS SHALL BE DESIGNED TO SUPPORT THE DEAD LOAD OF THE GANGWAY PLUS LIVE LOADS NOTED ABOVE. DEFLECTION UNDER LIVE PLUS DEAD LOADS SHALL NOT EXCEED L/360.
- ALL STRUCTURAL ALUMINUM, INCLUDING TUBES, PLATES, ANGLES, AND PIPE SHALL BE ALLOY 6061-T6 PER ASTM B308. ALL BOLTS SHALL BE STAINLESS STEEL APPROPRIATE FOR USE WITH ALUMINUM IN MARINE ENVIRONMENTS. ISOLATORS SHALL BE USED WHEN CONNECTING DISSIMILAR METALS.
- SEE ALUMINUM STRUCTURES SPECIFICATIONS.

FLOATING DOCK

- SEE SPECIFICATIONS.

FRP GRATING

- GRATING SHALL BE USED FOR THE DECK SURFACE OF THE PIER, GANGWAY AND FLOATING DOCK. SEE SPECIFICATIONS. ALT BID ITEM: THRUFLOW GRATING ON THE FLOAT.

MISCELLANEOUS

- FLOTATION SHALL BE ONE-PIECE ROTATIONALLY MOLDED POLYETHYLENE FULLY ENCASING EXPANDED POLYSTYRENE FOAM.
- UHMW (ULTRA HIGH MOLECULAR WEIGHT) POLYETHYLENE BLOCKS SHALL BE MANUFACTURED FROM VIRGIN POLYETHYLENE MATERIAL, U.V. STABILIZED AND SHALL BE PARTIALLY OR FULLY CROSS LINKED.



810 Mapleridge Dr.
Everson, WA 98247
360.510.7946

Project Name:	SVCA Boat Launch	Project Location:	Sudden Valley Marina Bellingham, WA	Drawing Title:	Notes
No.	Issue/ Revision	Date			
		3.29.2023			
△	Pile extension & grating	5.24.2023			
Job No:	22210.16				
Sheet:	9 of 9				



PERMIT SNAPSHOT REPORT COM2023-00037 FOR WHATCOM COUNTY

Permit Type: Building (Commercial)	Project:	App Date: 05/17/2023
Work Class: New	District: WHATCOM CO UNINC	Exp Date: NOT AVAILABLE
Status: In Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$17,958.00	Assigned To:	Approval Expire Date:

Description: New ADA accessible boat launch dock, pier and gangway. Replacing previously removed unpermitted dock. Reusing existing two steel pipe piles. 384sf

Parcel: 3704052271260000	Main	Address: 20 Marina Dr Bellingham, WA 98229	Main	Zone: RR3(RR3) RR3(RR3) R5A(R5A) R5A(R5A)
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Owner Sudden Valley Community Association 4 CLUBHOUSE CIR Bellingham, WA 98229 Home: (360) 527-5491 Business: (360) 734-6430 Mobile: (360) 746-8431	Applicant William A Haynes PO BOX 5665 BELLINGHAM, 98227 Business: (360) 510-7946
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Permit Custom Fields

Census Code	A-201 Replace/Repair	Commercial Project Type	Private Business	Foundation	Other
New Sq. Footage	384	New Well Constructed after 1/19/2018	No	Number of Units	0
Occupancy Group:	U	Original SF	0	Setback Front Ft.	P/L
Setback Rear Ft.	P/L	Setback Side1 Ft.	P/L	Setback Side2 Ft.	P/L
Shoreline	Yes	Total Sq. Footage	384	Total Volume	0
TotalVolume	0	Type of Construction:	VB	Type of Work:	REPL

Type	Group	Sq Ft	Value
Whatcom Piling Supported I	Whatcom Valuation Addendum A	384.00	\$17,280.00
Whatcom Misc. Foundation:	Whatcom Valuation Addendum A	6.00	\$678.00
		390.00	\$17,958.00

Attachment File Name	Added On	Added By	Attachment Group	Notes
fee sheet_001.pdf	06/03/2023 11:18	Booth, Ronald		
com2023-00037 approved engineers calcs.pdf	08/07/2023 9:59	Smith, Nick		
com2023-00037 reviewed plans and engineering 20230603.pdf	08/07/2023 9:59	Smith, Nick		
SVCA Specifications 3.29.2023.pdf	08/07/2023 9:59	Smith, Nick		

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00009608	NR Counter/Office Review (8245)	\$240.00	\$240.00
	3% Technology Fee (P/P/C/L)	\$34.74	\$34.74
	Preliminary Traffic Review (7172) F / B / M	\$75.00	\$75.00
	Zoning - Site Plan Review (COM) (8372) C / B / M	\$53.87	\$53.87
	Flood Review Building Permit (2781)	\$240.00	\$240.00
	Preliminary Stormwater Review (7176) F / B / M	\$50.00	\$50.00
	Building Permit Fee - ADJ	\$250.95	\$250.95
	Building Plan Check Fee (8243)	\$163.12	\$163.12

PERMIT SNAPSHOT REPORT (COM2023-00037)

Fire Admin/Misc Review (8388)	\$60.00	\$60.00
Tax - State Building Surcharge Commercial	\$25.00	\$25.00
Total for Invoice INV-00009608	\$1,192.68	\$1,192.68
Grand Total for Permit	\$1,192.68	\$1,192.68

Condition	Description	Date Created	
General Condition	Should any soils be exposed as part of this project, adequate Erosion and Sedimentation Control (ESC) measures shall be installed to prevent sediment laden water from entering neighboring properties, surface drainages (i.e. ditches), and critical areas.	05/23/2023	Yes
BS - IRC/IBC APPV TO CONSTRUCT	IRC/IBC - Approved to construct, subject to field inspections, special inspections, corrections and provisions of plan review.	06/03/2023	Yes
BS - IRC/IBC PLANS & INSP RECOF	Approved plans shall be kept on the building or work site at all times during which the work authorized thereby is in progress. Work requiring a permit shall not be commenced until the Inspection Record Card is posted or otherwise made available in a convenient location. (IRC Sections R105.7 & R106.3.1 / IBC Sections 105.7 & 107.3.1)	06/03/2023	Yes
BS - IRC/IBC WORK SITE POSTING	The established address for the proposed work site shall be posted on a substantial, weather-resistant sign in a location readily visible from the public way. In all cases, when applicable, the sign shall also include the corresponding division and/or lot number. NO EXCEPTIONS. Sign lettering must have sufficient contrast from the sign background. Lettering must be clear, readable and large enough to be discernible from a passing vehicle. Signs are required to be posted prior to any inspection requests and shall remain visible for the duration of the project construction.	06/03/2023	Yes
BS - IRC/IBC ANY DEVIATION	IBC/IRC - Any deviation in construction from approved plans requires prior review and approval by Whatcom County Planning and Development Building Services and Land Use Departments.	06/03/2023	Yes
FM - FIRE EXTINGUISHER SIZE	Fire extinguisher size shall be 2 A 20 B:C. Location shall be approved by the Whatcom County Fire Marshal.	05/19/2023	Yes
MIT_Vegetation Changes	Please consult with Whatcom County PDS Critical Areas staff if there are questions or substitutions of specified plant material, Non-native plant material are not permitted for mitigation within critical areas or associated buffers.	06/29/2023	Yes
MIT_Agreement to Maintain	A Signed agreement to maintain the mitigation site for the duration described in the permit. Please refer to the County website for this form. Insert hyperlink	06/29/2023	Yes
MIT_Monitoring 5Years	Following the as-built report approval, a mitigation monitoring report is required for a period of five years on the 1st, 2nd, 3rd and 5th year after installation showing that mitigation is meeting its approved criteria. Funds will be released from the surety with the approval of each monitoring report. Please refer to the County website for this form. http://www.co.whatcom.wa.us/DocumentCenter/View/33014	06/29/2023	Yes
MIT_Mitigation Present	Development of this site requires mitigation for unavoidable impacts to critical areas and / or their buffer areas. This mitigation is approved according mitigation plan on file with Whatcom County Planning and Development.	06/29/2023	Yes
MIT_Bond/Assignment of Savings	A bond or assignment of savings (AOS) shall be established for the mitigation requirement. The amount is based on the bond quantity worksheet. Please refer to the County website for this form. Insert hyperlink	06/29/2023	Yes
MIT_As-Built	Prior to final occupancy, the mitigation must be installed. An as-built plan shall be submitted to the County for approval within 30 days of installation. The as-built shall include photographs of the mitigation area, nursery plant receipts, a site plan showing the location of the mitigation, and a brief narrative of the installation. It shall be approved in conjunction with an on-site as-built inspection. Please refer to the County website for this form. http://www.co.whatcom.wa.us/DocumentCenter/View/28923	06/29/2023	Yes
PL-NR-Shoreline Dock	The dock structure shall be marked with reflectors to prevent unnecessarily hazardous conditions for water surface users during the day or nights. The exterior finish of the dock shall be generally non-reflective and blend with the surround shoreline environment.	05/23/2023	Yes
NR-Shoreline-Ground-Disturbance	No more than 500 sq. ft. of soil in total shall be exposed from October 1 through May 31 in the Lake Whatcom, Lake Samish, and Lake Padden Watersheds.	05/23/2023	Yes
PL-NR-Shoreline Dock	The proposed dock shall be constructed and maintained so that no part of the dock creates hazardous conditions nor damages other shore property or natural features during predictable flood conditions. Floats shall be securely anchored.	05/23/2023	Yes

PERMIT SNAPSHOT REPORT (COM2023-00037)

PL-NR-Shoreline Dock	Bulk storage of gasoline, oil and other petroleum products for any use or purpose is not allowed on piers, except for temporary storage under emergency situations, including oil spill cleanup.	05/23/2023	Yes
PL-NR-Shoreline Dock	The entire deck structure shall be constructed of untreated materials, such as untreated wood, approved plastic composites, concrete or steel as Lake Samish/Whatcom provides a public water supply. Material types shall be depicted on the plans submitted for building permit review.	05/23/2023	Yes
PL-NR-Shoreline-General	Should archaeological resources (e.g. shell midden, faunal remains, stone tools) be observed during project activities, all work in the immediate vicinity should stop, and the area should be secured. The Washington State Department of Archaeology and Historic Preservation (Local Government Archaeologist 360-586-3088) and the Lummi Nation Tribal Historic Preservation Office (Lena Tso, THPO 360-312-2257; Tamela Smart, Deputy THPO 360-312-2253) should be contacted immediately in order to help assess the situation and to determine how to preserve the resource(s). Compliance with all applicable laws pertaining to archaeological resources is required. If ground disturbing activities encounter human skeletal remains during the course of construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance. The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.	05/23/2023	Yes
PL-NR-Shoreline Dock	Docks in lakes providing a public water supply shall be constructed of untreated materials, such as untreated wood, approved plastic composites, concrete or steel. This condition applies to any portion of the dock that comes in contact with the water including wave splash, rain or runoff. Materials to be utilized shall be clearly identified on the construction plans required for review of the building Permit.	05/23/2023	Yes
PL-NR-Shoreline Dock	Storage of fuel, oils, and other toxic materials is prohibited on docks and piers except portable containers when provided with secondary containment.	05/23/2023	Yes
PL-NR-Shoreline-General	Washington State Department of Ecology Water Quality Standards shall be maintained.	05/23/2023	Yes
PL-NR-Shoreline Dock	Docks and floats shall not exceed 3 feet in height above the extreme high water level.	05/23/2023	Yes
PL-NR-Shoreline Dock	Approaches to docks shall use piers or other structures to span the entire upper foreshore to the point of intersection with stable upland soils and shall be designed to avoid interference with wave refraction.	05/23/2023	Yes
PL-NR-Shoreline-General	All construction debris shall be removed from the shoreline environment upon completion of the project and disposed of in accordance to all applicable regulations.	05/23/2023	Yes
PL-NR-Shoreline-General	Best Management Practices (BMPs) will be required in order to address any construction related impacts to water quality, the shoreline, and/or existing habitat.	05/23/2023	Yes
PL-NR-Shoreline Dock	If a dock is provided with a railing, such railing shall not exceed 36-inches in height and shall be an open framework that does not unreasonably interfere with shoreline views of adjoining properties or lawful use of water surfaces.	05/23/2023	Yes
NR-Shoreline-Ground-Disturbance	All exposed soils shall be covered within 48 hours. After construction is complete, all disturbed soils shall be permanently stabilized.	05/23/2023	Yes
PL-NR-Shoreline Dock	All dock surfaces shall be designed to allow maximum light penetration. Material types shall be depicted on the plans submitted for building permit review.	05/23/2023	Yes
PL-NR-Shoreline Dock	Pile spacing shall be the maximum feasible to minimize shading and avoid a "wall" effect that would block or baffle wave patterns, movement of aquatic lifeforms, or result in structure damage from driftwood impact or entrapment.	05/23/2023	Yes
WET_HCA_Permament Protection_Sign	Native growth protection easement signage shall be installed approximately every 200 feet on the buffer of the wetland (closest to the development area) prior to occupancy of the building permit.	06/29/2023	Yes

PERMIT SNAPSHOT REPORT (COM2023-00037)

WET_HCA_Lake	This site contains REGULATED LAKE AND BUFFER AREAS. The regulated buffer area is 100 feet measured from the ordinary high-watermark. No disturbance or alteration of vegetation or soils is permitted within the lake or 100 -foot buffer except as indicated in an approved Mitigation Plan on file with Whatcom County Planning and Development.	06/29/2023	Yes
WET_HCA_Temporary Impacts	All temporary disturbances within regulated areas depicted on site plan will be restored to natural conditions or better ecologically in a timely manner upon completion of construction. This restoration shall be accomplished with plants native to the Pacific Northwest. An as-built inspection shall occur for mitigation and all disturbed areas. All open space shall be restored prior to temporary occupancy.	06/29/2023	Yes
WET_HCA_Change of Plans	Any changes to the submitted documents shall require additional Critical Area Review and may be subject to additional fees.	06/29/2023	Yes
WET_HCA_BMP	Applicable protective measures and Best Management Practices (BMP) shall be implemented prior to the beginning of work, and through completion of the construction, in order to minimize potential for adverse impacts to the natural environment.	06/29/2023	Yes
WET_HCA_Permanent Protection_Fence	A permanent fence shall be installed on the wetland buffer edge, as depicted on the approved Site Plan. The installation shall be documented as a condition of occupancy of the building permit.	06/29/2023	Yes
WET_HCA_Notice on Title	A Notice on Title is required and is to be filed with the Whatcom County's Auditors Office, a final copy must be returned to Planning and Development Services. Please refer to the County website for this form. Provide a link to form	06/29/2023	Yes
WET_HCA_WAC	The project shall comply with WAC 220-660-140 and Washington State Hydraulic Project Approval (HPA) requirements, and the conditions of the issued HPA shall be adopted into this permit.	06/29/2023	Yes
WET_HCA_Water Quality	No petroleum products or other deleterious materials shall enter surface waters.	06/29/2023	Yes
WET_HCA_Invasive Species	All invasive and introduced species listed by County and State codes shall be managed according to contemporary protocols, with guidance and notification of Whatcom County Public Works Natural Resources Department and Washington State Invasive Species Council.	06/29/2023	Yes
WET_HCA_Habitat Conservation Area	This site contains a REGULATED WILDLIFE HABITAT CONSERVATION AREA (HCA) No disturbance or alteration of vegetation or soils is permitted within the HCA, or its buffer except as specifically indicated in an approved Habitat Management Plan on file with Whatcom County Planning and Development Services.	06/29/2023	Yes
WET_HCA_Translocation of Debris	Best management practices shall be employed to minimize the tracking of sediment, debris, and chemical products into adjacent critical area habitats.	06/29/2023	Yes
WET_HCA_Disposal of Waste	All debris from construction and operations shall be disposed of at an approved terrestrial disposal facility, outside of regulated areas.	06/29/2023	Yes
PW-Flood	The dock and boat lift shall be anchored to prevent floatation, collapse and lateral movement.	05/23/2023	Yes
PW-Flood	All associated building materials located below the BFE must be water resistant.	05/23/2023	Yes
PW-Flood	<ul style="list-style-type: none"> • The project must be constructed in accordance with the final plans/drawings (approved by building services) and supporting documentation submitted with the subject permit application. • All associated building materials located below the FPE must be water resistant. • Top of piling must be minimum of 320.0 feet (City Datum). • The piles or columns and structure attached thereto shall be anchored to resist floatation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. • A copy of the Hydraulic Project Approval (HPA) issued by Department of Fish and Wildlife must be submitted to the River and Flood Division and/or Planning and Development Services prior to start of any work. 	05/19/2023	Yes

PERMIT SNAPSHOT REPORT (COM2023-00037)

Comments: • The project must be constructed in accordance with the final plans/drawings (approved by building services) and supporting documentation submitted with the subject permit application.

- All associated building materials located below the FPE must be water resistant.
- Top of piling must be minimum of 320.0 feet (City Datum).
- The piles or columns and structure attached thereto shall be anchored to resist floatation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components.
- A copy of the Hydraulic Project Approval (HPA) issued by Department of Fish and Wildlife must be submitted to the River and Flood Division and/or Planning and Development Services prior to start of any work.

CA - Final Mitigation Plan	A final mitigation plan showing a single phase of construction and planting occurring in Phase I of the plat, that encompasses project through site prep, mitigation sequencing and the BMP for wildlife shall be approved by CA staff and WDFW prior to final approval of construction drawings. WCC 16.16.260	03/21/2022	Yes
CA - LAKE	This site contains REGULATED LAKE AND BUFFER AREAS. The regulated buffer area is 100 feet measured from the ordinary high water mark. No disturbance or alteration of vegetation or soils is permitted within the lake or 100 foot buffer except as indicated in an approved mitigation plan on file with Whatcom County Planning and Development.	03/21/2022	Yes
CA - HABITAT CONSERVATION AREA	Error	03/21/2022	Yes
CA - HABITAT CONSERVATION AREA	Error	03/21/2022	Yes
CA - LAKE	This site contains REGULATED LAKE AND BUFFER AREAS. The regulated buffer area is 100 feet measured from the ordinary high water mark. No disturbance or alteration of vegetation or soils is permitted within the lake or 100 foot buffer except as indicated in an approved mitigation plan on file with Whatcom County Planning and Development.	03/21/2022	Yes
CA - Final Mitigation Plan	A final mitigation plan showing a single phase of construction and planting occurring in Phase I of the plat, that encompasses project through site prep, mitigation sequencing and the BMP for wildlife shall be approved by CA staff and WDFW prior to final approval of construction drawings. WCC 16.16.260	03/21/2022	Yes
CA - Final Mitigation Plan	A final mitigation plan showing a single phase of construction and planting occurring in Phase I of the plat, that encompasses project through site prep, mitigation sequencing and the BMP for wildlife shall be approved by CA staff and WDFW prior to final approval of construction drawings. WCC 16.16.260	03/21/2022	Yes
CA - Conservation Easement	error	03/21/2022	Yes
CA - Conservation Easement	error	03/21/2022	Yes
CA - Conservation Easement	error	03/21/2022	Yes

Submittal Name	Status	Received Date	Due Date	Complete Date	Resubmit	Completed
Application Completeness Check v.1	Complete	05/17/2023	05/24/2023	05/17/2023	No	Yes

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Permit Sufficiency Review	PL-BS	Smith, Nick	Complete	05/17/2023	05/24/2023	05/17/2023

Submittal Name	Status	Received Date	Due Date	Complete Date	Resubmit	Completed
Building Review v.1	Complete	05/17/2023	06/14/2023	08/07/2023	No	Yes

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Building Plan (C)	PL-BS	Booth, Ronald	Complete	05/17/2023	06/14/2023	06/03/2023

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
PL - Fire	PL-Fire	Anderson, William	Complete	05/17/2023	06/14/2023	05/19/2023

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
PL - Shoreline	PL-Shoreline	Walters, Kyla	Complete	05/17/2023	06/14/2023	05/23/2023

PERMIT SNAPSHOT REPORT (COM2023-00037)

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Wetland HCA Flood	PL-Wetland/HCA	Dearborn, Amy	Complete	05/17/2023	06/14/2023	06/29/2023
Comments: need mit documents and fees paid						
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Zoning	PL-Zone	Schlotterback, Sydney	Complete	05/17/2023	06/14/2023	05/19/2023
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
PW Flood	PW-Flood	Hannon, Kristen	Complete	05/17/2023	06/14/2023	05/22/2023
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Commercial Stormwater (C)	PW-Stormwater	Kulm, Kyle	Complete	05/17/2023	06/14/2023	06/27/2023
Comments: Proposed project falls below the thresholds for mitigation. Contractor must still follow all elements during construction. Kyle K. 6/27/2023						
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Traffic	PW-Traffic	Kulm, Kyle	Complete	05/17/2023	06/14/2023	06/27/2023
Comments: Proposed dock replacement will not change P.M. peak hour trips and is thus exempt. See ECE2023-00015. Kyle K. 6/27/2023						
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
PL-FINAL BS REVIEW	PL-BS	Smith, Nick	Complete	06/29/2023	07/13/2023	08/07/2023

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Completeness v.1		05/17/2023 0:00	05/17/2023 12:09
Application Completeness Check v.1	Receive Submittal	05/17/2023 0:00	05/17/2023 12:09
Review v.1		05/17/2023 0:00	08/07/2023 9:59
Building Review v.1	Receive Submittal	05/17/2023 0:00	08/07/2023 9:59
Prep for Issuance v.1		08/07/2023 10:08	
Check Fees v.1	Generic Action		08/07/2023 10:08
Verify Contractor v.1	Generic Action		
Issue Permit v.1			
Issue Permit (Bldg.) v.1	Create Report		
Inspections v.1			
Pre-Construction (Com) v.1	Inspection		
Footings v.1	Inspection		
Project Closeout v.1			
Final Development (PW) v.1	Inspection		
Final Flood v.1	Inspection		
Final Planning/Zoning v.1	Inspection		
Final Natural Resources v.1	Inspection		
Fire Final Inspection v.1	Inspection		
Final Building v.1	Inspection		
Certificate of Occupancy v.1			
Certificate of Occupancy v.1	Create Sub Permit		



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: October 07, 2020
Project End Date: September 14, 2025

Permit Number: 2020-4-783+01
FPA/Public Notice Number: N/A
Application ID: 22915

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Lakeside Marine ATTENTION: Dan Givan 2890 Older Lane Bellingham, WA 98229	Irwin Land Use Consulting, LLC ATTENTION: Jay Irwin P.O. Box 1715 Bellingham, WA 98227

Project Name: Sudden Valley dock replacement

Project Description: Replace existing dock in same footprint at Sudden Valley Marina. Replacement dock to consist of 4' x 22' ramp connecting to 6' x 20' float. Ramp to be pre-fabricated aluminum or steel with ThruFlow grated walkway. Float to be steel trussed with vinyl covered flotation. Float decking to be ThruFlow grated panels. Replacement piles (2) to be 10" diameter untreated steel as shown on attached plans.

PROVISIONS

- 1. TIMING LIMITATION:** You may begin the project immediately, and you must complete the project by September 14, 2025; provided: any piling driving activities are limited to being conducted on or between June 15 to October 15 or December 15 to March 1 of any permitted year.
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled Standard Application, and submitted on August 25, 2020, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project proposal.
- 3. INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.
- 4. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

- 5. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.**



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6. Check equipment daily for leaks and complete any required repairs and refueling in an upland location before using the equipment in or near the water.

7. Station and operate equipment used for this project on a floating barge.

8. Operate and anchor vessels and barges during construction in a manner that protects native aquatic vegetation.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

9. Prevent project contaminants, such as petroleum products, hydraulic fluid, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

10. Deposit waste material from the project, such as construction debris, in an upland area above the limits of anticipated floodwater.

11. Deposit all trash from the project at an appropriate upland disposal location.

12. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers' Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at www.wwpinstitute.org.

RAMP AND FLOAT

13. The replacement structures must not exceed the following dimensions: the pier is 4 feet wide by 20 feet long. The ramp is 4 feet wide and 22 feet long, and the float is 6 feet wide by 20 feet long. The underside of the pier must be at least one and one-half feet above the OHWL elevation.

14. The decking must include functional grating. The grating will cover the entire surface of the replacement structures that are over the water, up to the Ordinary High Water Mark, and the grating material's open area will be at least 43 percent. Orient grating so the lengthwise opening maximizes the amount of light penetration. Any objects that are not part of the structure on, above, or below the grating should not block light penetration.

15. Do not construct skirting, including batter fencing, around piers, docks or floats.

16. Fully enclose and contain flotation for the structure in a shell (tub) or 2.0 - 2.5 mm polyethylene or polyurethane wrap. The shell or wrap must prevent breakup or loss of the flotation material into the water. The shell or wrap must not be readily subject to damage by ultraviolet radiation and abrasion.

17. The use of a vibratory and/or an impact hammer are authorized for piling installation under this Hydraulic Project Approval, however a vibratory driver is preferred.

18. This Hydraulic Project Approval allows for up to 2 bare steel pilings to be installed. Pilings will not exceed 10 inches in diameter.

19. Use appropriate sound attenuation when driving or proofing steel piling with an impact hammer. For impact hammer driving or proofing steel piling 10 inches in diameter or less, install a 6 inch thick wood block, plastic or rubber between the piling and the impact hammer during impact pile driving operations.

20. Fit all exposed pilings tops with devices to prevent perching by fish-eating birds.

21. Remove the concrete associated with the existing dock.



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Application ID: 22915

DEMOBILIZATION AND CLEANUP

22. Do not relocate removed or replaced structures within waters of the state. Remove and dispose of these structures in an upland area above the limits of anticipated floodwater.

LOCATION #1:		Site Name: Sudden Valley Marina 20 Marina Drive, Bellingham, WA 98229				
WORK START:		September 15, 2020		WORK END:		September 14, 2025
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
01 - Nooksack		Lake Whatcom			Whatcom Creek	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	05	37 N	04 E	48.721388	-122.324690	Whatcom
<u>Location #1 Driving Directions</u>						
<p>From I-5 northbound take exit 240, take ramp right toward Alger Turn right onto Lake Samish Rd Road name changes to Alger Cain Lake Rd Road name changes to Cain Lake Rd Bear left onto Lake Whatcom Blvd Keep straight onto S Lake Whatcom Blvd Keep left onto Lake Whatcom Blvd Turn right onto Windward Dr Turn right onto Marina Dr Turn right to stay on Marina Dr 20 Marina Dr is on your right.</p>						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.



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Permit Number: 2020-4-783+01
FPA/Public Notice Number: N/A
Application ID: 22915

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: October 07, 2020
Project End Date: September 14, 2025

Permit Number: 2020-4-783+01
FPA/Public Notice Number: N/A
Application ID: 22915

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: October 07, 2020
Project End Date: September 14, 2025

Permit Number: 2020-4-783+01
FPA/Public Notice Number: N/A
Application ID: 22915

Habitat Biologist Wendy.Cole@dfw.wa.gov
Wendy Cole 360-466-4345, Ext:272

A handwritten signature in cursive script that reads "Wendy Cole".

for Director
WDFW

CRITICAL AREAS ASSESSMENT REPORT:
HABITAT CONSERVATION AREAS AND WETLANDS

20 MARINA DRIVE

Whatcom County, Washington
Parcel No. 370405 227126

for
Sudden Valley Community Association

October 28, 2020



Project No. 200058

CRITICAL AREAS ASSESSMENT REPORT:
HABITAT CONSERVATION AREAS AND WETLANDS

20 Marina Drive
Whatcom County, Washington

October 28, 2020

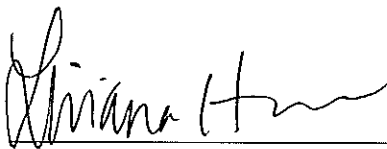
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Bellingham, Washington 98229

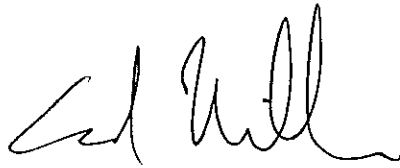
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Author Qualifications

This report was prepared by Ed Miller and Liliana Hansen.

Ed Miller is a senior biologist and co-owner of Miller Environmental Services, LLC, who specializes in wetlands, wildlife, and habitat assessments. He is a Society of Wetland Scientists certified Professional Wetland Scientist (PWS), #1895. Mr. Miller obtained a Bachelor of Science in Terrestrial Ecology from Western Washington University in 1993 and a Masters of Environmental Science and Management with a focus on Watershed Management at the University of California at Santa Barbara in 2000. His experience includes preparing wetland delineations and reports, wetland functional assessments, stream and shoreline ordinary high water mark determinations, habitat conservation area reports, mitigation design, mitigation monitoring and floodplain habitat assessments for FEMA Endangered Species Act compliance. Mr. Miller has completed project permitting and compliance for agencies including U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Washington Department of Fish and Wildlife, Washington Department of Ecology.

Liliana Hansen is a senior biologist and co-owner of Miller Environmental Services, LLC. She is a Society of Wetland Scientists certified PWS, #2755. Ms. Hansen received a Bachelor of Science from Western Washington University in Environmental Science in 2003 and has been working as a consulting biologist since 2003. Ms. Hansen's experience includes wetland delineations, floodplain habitat assessments for FEMA Endangered Species Act compliance, wetland and buffer mitigation design and monitoring, stream and shoreline ordinary high water mark determinations, environmental permitting. She has managed projects from the preliminary site assessment stage through permitting with the Corps, USFWS, WDFW, Ecology, and local jurisdictions.

Disclaimer

This report and wetland and/or stream delineation, is based on protocols that are described and defined in manuals and publications utilized by Federal, State, and Local agencies. The wetland delineation methodology used is consistent with the *Washington State Wetlands Identification and Delineation Manual* (Ecology, 1997), the *U.S. Army Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory, 1987), *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (Corps, 2010), and subsequent Corps guidance. Completed work is based on conditions at the time of the site visit. No guarantees are given that a delineation determination or assessment will concur exactly with those performed by regulatory agencies or by other qualified professionals.

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	PURPOSE	1
2.0	METHODS.....	2
2.1	PRELIMINARY RESEARCH.....	2
2.2	FIELD INVESTIGATION	2
3.0	PROJECT AREA SETTING	3
3.1	WATERSHED	3
3.2	REVIEW AREA VICINITY	3
3.3	REVIEW AREA	3
4.0	RESULTS.....	4
4.1	PRELIMINARY RESEARCH	4
4.1.1	<i>National Wetland Inventory</i>	4
4.1.2	<i>Soils Survey Data</i>	4
4.1.3	<i>Priority Habitats and Species</i>	4
4.2	FIELD INVESTIGATION	4
4.2.1	<i>Uplands</i>	4
4.2.2	<i>Wetlands</i>	4
4.2.3	<i>Habitat Conservation Areas</i>	4
5.0	REGULATORY REQUIREMENTS.....	5
6.0	PROJECT DESCRIPTION.....	5
7.0	IMPACT ASSESSMENT.....	6
8.0	MITIGATION	7
8.1	MITIGATION GOALS, OBJECTIVES, AND PERFORMANCE STANDARDS	8
8.1.1	<i>Mitigation</i>	8
8.1.2	<i>Performance Standards</i>	8
8.1.3	<i>Reporting</i>	8
8.1.4	<i>Site Protection</i>	9
8.1.5	<i>Contingency Plan</i>	9
8.1.6	<i>Mitigation Surety</i>	9
8.0	REFERENCES	11

LIST OF FIGURES

FIGURE 1: VICINITY MAP.....	1
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LIST OF APPENDICES

- APPENDIX A. PROJECT SITE MAP
- APPENDIX B. SITE PHOTOGRAPHS

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1.0 INTRODUCTION

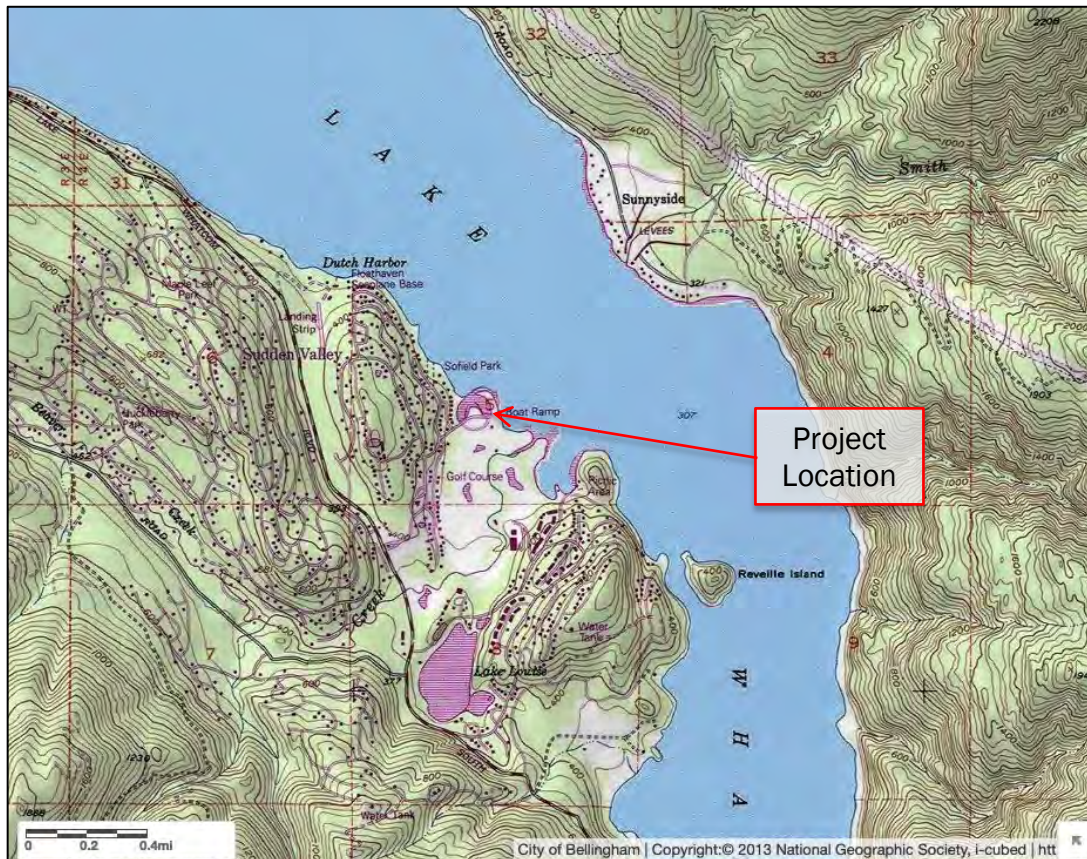
At the request of the applicant, Sudden Valley Community Association, Miller Environmental Services, LLC (MES) prepared this Critical Areas Assessment Report for a review area at 20 Marina Drive, Whatcom County, Washington (parcel number 370405-227126) located north of Marina Drive, adjacent to Lake Whatcom (Figure 1). The site is located in Section 5, Township 37 N, Range 4 E, W.M. A map of the review area and habitat conservation areas (HCAs) is included as **Appendix A**.

This report presents the best professional judgment of MES in estimating the subject jurisdictional boundaries using the most up-to-date regulations, written policy, and guidance from the regulatory agencies. However, only the regulatory agencies can make a final determination of jurisdictional boundaries.

1.1 PURPOSE

This Critical Areas Assessment Report was conducted as required within the Whatcom County Critical Areas Ordinance (CAO). The purpose of this report is to document habitat conservation areas and wetlands on the property and assess impacts to HCAs from a proposed dock and an existing concrete slab.

Figure 1: Vicinity Map



2.0 METHODS

2.1 PRELIMINARY RESEARCH

Published information about local conditions was reviewed for known critical area occurrences in the project vicinity. The information reviewed included:

- *National Wetlands Inventory (NWI) Wetlands Mapper*, United States Department of Interior – Fish and Wildlife Service (USFWS);
- *CityIQ Mapper*, City of Bellingham;
- *Priority Habitats and Species Mapper*, Washington Department of Fish and Wildlife (WDFW);
- *SalmonScape Mapper*, WDFW;
- *Web Soil Survey*, United States Department of Agriculture, Natural Resource Conservation Service (NRCS); and
- *National Hydric Soils List*, United States Department of Agriculture, NRCS.

2.2 FIELD INVESTIGATION

MES conducted a site investigation of the review area on October 13, 2020. The review area included areas within 300 feet of the project site (dock location). Site photographs are included in **Appendix B**.

Wetlands were identified on the basis of hydrophytic vegetation, hydric soils, and evidence of wetland hydrology as described in the *U.S. Army Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory, 1987), *Corps Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (U.S. Army Corps of Engineers, 2010), and subsequent U.S. Army Corps of Engineers (Corps) guidance.

Hydrophytic vegetation (i.e., plants adapted to saturated soil conditions) was determined to be present when dominant cover of plants observed (greater than 50 percent) had an indicator status of facultative (FAC), facultative wetland (FACW), or obligate wetland (OBL). Plant species on-site were identified according to Cooke (1997), Pojar and MacKinnon (1994), and Hitchcock and Cronquist (1973). Plant indicator status was determined using the *Western Mountains, Valleys, and Coast 2016 Regional Wetland Plant List* (Lichvar, 2016).

Hydric soils were determined according to the methodology in the *Field Indicators of Hydric Soils in the United States, A Guide for Identifying and Delineating Hydric Soils, Version 8.2* (USDA NRCS, 2018).

Wetland hydrology was determined through the observation of soil saturation, surface ponding, or other primary and secondary indicators such as water marks, drift deposits, iron deposits, surface cracks, water stained leaves, drainage patterns, etc. (U.S. Army Corps of Engineers, 2010).

The ordinary high water mark (OHWM) of the lake was determined by MES per Department of Ecology guidelines and definition:

“That mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, as so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change thereafter, or as it may change thereafter in accordance with permits issued by a local government or the Department of Ecology. Provided, that in any area where the ordinary high water mark cannot be found, the ordinary high water mark adjoining salt water shall be the line of mean higher high tide and the ordinary high water mark adjoining fresh water shall be the line of mean high water.”

A distinct ordinary high water mark was observed at the toe of the 1:1 bank along the inside of the marina, in the approximate location as identified on the site maps in **Appendix A**. The steep bank along the OHWM was vegetated above the OHWM with evidence of a water line along the OHWM with a mix of boulders, gravel, sand, and vegetation below the OHWM.

3.0 PROJECT AREA SETTING

3.1 WATERSHED

This project is located adjacent to Lake Whatcom, within the Lake Whatcom watershed in Water Resource Inventory Area (WRIA) 01. Surface hydrology from the review area drains north and east, directly into Lake Whatcom.

3.2 REVIEW AREA VICINITY

The review area includes 300 feet around a proposed replacement dock, within the Sudden Valley Marina on Lake Whatcom. This portion of Sudden Valley includes recreation areas (marina, tennis courts, golf course, swimming beach) and dense single-family residences.

3.3 REVIEW AREA

The proposed project is a dock replacement on Lake Whatcom, on the east side of the marina. The marina was artificially created in the late 1960s to early 1970s during early building stages of Sudden Valley. The project site/dock location appears to have been graveled along the shoreline, based on an aerial image from 1976, which is included in **Appendix B**.

The marina has a horseshoe shape with a narrow peninsula on the east side that is compacted fill material. Compacted gravel parking areas are located on the south side of the marina that are used for boat storage and vehicle parking. A concrete boat ramp is located just west of the dock. The area to the east and southeast of the project site includes a swimming beach with compacted mowed lawn and gravel adjacent to the shoreline. The shoreline adjacent to the proposed replacement dock was created during the construction of the marina and consists of steep 1:1 side slopes with boulder and car tire armoring. The marina was constructed by excavating an upland area adjacent to the lake. Areas of vegetation along the bank include Himalayan blackberry (*Rubus armeniacus*), cutleaf blackberry (*Rubus lacinatus*), reed canarygrass (*Phalaris arundinacea*), red alder saplings (*Alnus rubra*), soft rush (*Juncus effusus*), Canada thistle (*Cirsium arvense*). The area above the bank is mowed lawn with scattered trees on the eastern peninsula. Floating aquatic vegetation was not observed in the replacement dock location, but submerged vegetation included Eurasian water-milfoil (*Myriophyllum spicatum*) and waterweed (*Elodea* spp.) were observed.

In 2020, the portion of the prior dock over the lake was removed in 2020. A concrete pad with wooden decking (access ramp) remains on the shoreline above the OHWM. Two plastic-covered piles, anchors for the prior dock, remain below the OHWM. An existing concrete boat launch is located adjacent to the dock. Photographs of the property are included in **Appendix B**.

4.0 RESULTS

4.1 PRELIMINARY RESEARCH

4.1.1 National Wetland Inventory

The National Wetlands Inventory (NWI) identifies Lake Whatcom within the review area. A small freshwater pond is mapped south of the marina and parking area (USFWS, 2020).

4.1.2 Soils Survey Data

The property is mapped with Whatcom silt loam, 0 to 3 percent slopes (soil unit 178). This soil is ashly silt loam from the surface to 16 inches depth with loam below. Whatcom silt loam is moderately well drained with a water table 18 to 36 inches below the surface. This soil is non-hydric (NRCS, 2020).

4.1.3 Priority Habitats and Species

The Washington State Department of Fish and Wildlife (WDFW) Priority Species and Habitats Mapper identifies Townsend's Big-eared Bat (*Corynorhinus townsendii*) habitat within the township that includes the review area (WDFW, 2020a). Lake Whatcom is mapped with documented presence of Kokanee (*Onchorhynchus nerka*) (WDFW, 2020b). WDFW sport fishing information indicates the following species are present in Lake Whatcom: brown bullhead, coastal cutthroat trout, kokanee, largemouth bass, peamouth, pumpkinseed sunfish, smallmouth bass, and yellow perch.

4.2 FIELD INVESTIGATION

4.2.1 Uplands

A majority of the review area is developed with impervious surfaces or altered soils. Upland mowed lawn is located on the peninsula and the swimming area to the southeast of the dock. MES observed mixed fill soils along the peninsula.

4.2.2 Wetlands

MES did not observe any wetlands on the property. No lake fringe wetland is present along the shoreline on the property. The ordinary high water mark is located at the base of steep cut/fill slope within an artificial marina.

4.2.3 Habitat Conservation Areas

Lake Whatcom

Lake Whatcom is a Habitat Conservation Area and a shoreline of the State. The lake is required to have a 100-foot buffer under the Whatcom County CAO (16.16.740.C), extending landward from the ordinary high water mark.

Kokanee

Kokanee are mapped in Lake Whatcom by WDFW (2020b). Kokanee are a priority species per WCC 16.16.710(C)3.

Townsend's Big-eared Bat

The review area is mapped with Townsend's big-eared bat. Priority habitats and areas associated with state priority species are considered habitat conservation areas under WCC 16.16.710(C)3, including habitat for Townsend's big-eared bat. Additional information on bats available on the WDFW website, including a fact sheet at: <https://wdfw.wa.gov/species-habitats/living/species-facts/bats> (WDFW, 2020a).

Although MES did not directly observe bats during the daytime site visit, Lake Whatcom provides suitable foraging habitat for bats and they are likely present within the project vicinity.

5.0 REGULATORY REQUIREMENTS

Whatcom County regulates habitat conservation areas, including lakes and priority habitats and species, under Title 16, Chapter 16 of the Critical Areas Ordinance. Lakes over 20 acres in size require a standard 100-foot buffer. Additionally, shoreline jurisdiction extends 200 feet landward of Lake Whatcom and is regulated under the Shoreline Management Program (WCC Title 23).

6.0 PROJECT DESCRIPTION

The applicant is proposing to replace and retroactively permit a dock that was not previously permitted on Lake Whatcom. The proposed replacement dock will be located in the same location as the previous dock. The over-water portion of the dock was removed, but two plastic-covered pilings and an 80-square foot concrete slab remain. The proposed dock layout and profile are included in figures in **Appendix A**.

The dock will be located on the southeast side of the Sudden Valley Marina. The proposed dock will be 54 feet long and four to six feet wide. The dock will consist of a four-foot-wide by 22-foot-long ramp connecting to a six-foot-wide by 20-foot-long float. The portion of the pier above the ordinary high water mark will be placed over an existing concrete slab. The ramp will consist of prefabricated aluminum or steel with thruflow grated walkway. The float will be steel trussed with a vinyl covered floatation to avoid direct contact with lake water. The float decking will be thruflow grated panels. Existing treated plastic-covered piles will be removed and replaced with two 10-inch diameter untreated steel piles.

The project also includes mitigation for shoreline buffer impacts associated with the existing concrete slab within the buffer (80 square feet), which serves as the access ramp to the dock. Mitigation is described below in Section 8.0.

The project designer and contactor is Lakeside Marine. Construction of the dock will include accessing the project area from both the shoreline and from the lake via a barge for in-water work. Materials will be stockpiled over existing gravel located adjacent to the project site. Construction is expected to occur between June 15 and October 15, 2021, per the HPA issued by WDFW.

7.0 IMPACT ASSESSMENT

Per Whatcom County Code 16.16.720.N., *construction of docks and public launching ramps, and reconstruction, repair and maintenance of docks or public or private launching ramps may be permitted subject to the following:*

1. *The dock or ramp is located and oriented and constructed in a manner that minimizes adverse effects on navigation, wave action, water quality, movement of aquatic and terrestrial life, ecological processes, critical saltwater habitats, wetlands or other critical areas.*

The dock is not anticipated to affect wave action, water quality, aquatic or terrestrial life, ecological processes, wetlands or other critical areas. This area of Lake Whatcom consists of a gravelly/sandy substrate with patches of submerged aquatic vegetation (including invasive species) and is therefore not anticipated to affect aquatic life. No wetlands are located adjacent to the dock. The dock materials will consist of aluminum or steel to minimize water quality impacts with thruflow decking to allow for light passage to minimize impacts to submerged vegetation. The dock was designed per WDFW specifications for similar projects.

2. *Docks or ramps on shorelines of the state shall comply with WCC Title 23 and state hydraulic project approval requirements.*

The project is compliant with WDFW requirements, based on similar HPAs.

3. *Natural shoreline processes will be maintained to the maximum extent practicable. The activity will not result in increased erosion and will not alter the size or distribution of shoreline or stream substrate, or eliminate or reduce sediment supply from feeder bluffs.*

The dock will be located in a low-energy environment and is not anticipated to increase erosion or distribution of shoreline substrate. No feeder bluffs are present in the vicinity. The float portion of the dock will approximately 14 feet from the ordinary high water mark and is not anticipated to affect natural shoreline processes.

4. *No net loss of habitat conservation areas or associated wetlands will occur.*

No net loss of habitat conservation areas is anticipated. Bat foraging habitat abounds within the review area and will not be significantly impacted by this project. Fish species such as Kokanee and other sport fish, will continue to use the area around and under the dock.

5. *No net loss of juvenile fish migration corridors will occur.*

The boat dock will not obstruct fish use and movement.

6. *No net loss of intertidal or riparian habitat function will occur.*

No riparian vegetation will be removed with this project.

During construction, the existing plastic-coated piles will be removed and replaced with untreated steel piles, resulting in temporary increase in sediment within the water column within the immediate vicinity. However, the increased sediment in the water column will be brief and confined to the southeast portion of the marina, which is low-energy and is not anticipated to significantly affect Kokanee in the lake as they can disperse to other less-disturbed areas in the lake. Placement of the dock will occur from both the lake and the shoreline. All materials will be stockpiled over existing gravel areas onsite.

Based on the existing shoreline functions, minimal footprint of the dock, and design specifications that meet current WDFW standards, the project will result in no net loss of functions to habitat conservation areas or the shoreline. Potential impacts have been avoided and minimized with the dock design and location within an artificial marina where no lakeshore wetlands are present.

Approximately 80 square feet of concrete slab was constructed on the adjacent shoreline, above the ordinary high water, to provide access to the prior dock. This area was entirely artificially created during marina construction in the 1970's, as is evident in the historic photograph (Photo 1) in **Appendix B**. Buffer impacts from this concrete slab were very minimal, given that this area of buffer is artificial, contains large boulders/rocks/fill material, invasive reed canarygrass, and mowed lawn and provides very limited function – including very little infiltration and water quality function. This portion of buffer did not provide wildlife habitat, flood interception/dissipation, shade, or screening. However, to offset the very minimal loss of buffer function from 80 square feet of concrete slab, mitigation is proposed at a 1:1 ratio, as described below.

8.0 MITIGATION

Mitigation is proposed to offset a very small area of impact that occurred during construction of the original dock onsite, which appears to have been constructed between 1998 and 2005, based on aerial images from Google Earth. Specifically, buffer impacts that occurred from the installation of the access ramp over an area of shoreline buffer that was artificially constructed and highly disturbed, within an area that is actively used for recreational purposes.

Buffer impacts will be offset by planting 80 square feet of buffer area on the shoreline adjacent to the dock (for a 1:1 mitigation ratio of enhancement to impact) with two native trees. This enhancement will increase wildlife habitat, shading and food sources for wildlife. The mitigation area is currently dominated by invasive plants including Himalayan blackberry and reed canarygrass and lacks tree cover. This enhancement will provide a functional lift in habitat value of the existing area to compensate for the previous buffer impact. **With the successful implementation of the mitigation plan, the project will result in no net loss of shoreline ecological function.**

We recommend monitoring the mitigation area for a period of three years, which may be allowed by the technical administrator for “minor mitigation projects involving critical area or buffer revegetation or vegetation enhancement...”, per WCC 16.16.260.C.1.

8.1 MITIGATION GOALS, OBJECTIVES, AND PERFORMANCE STANDARDS

The goal of the mitigation plan is to replace lost buffer functions due to previous impacts from 80 square feet of concrete slab. The objective of the mitigation plan is to increase native tree cover near the impact area. The mitigation area is shown on the map in **Appendix A**.

During monitoring activities, performance standards will be measured to ensure the site is meeting the Goals and Objectives of the mitigation project. These standards are the primary factors that will be used to judge the success of the mitigation project. While specific performance criteria provide important benchmarks and will help to direct maintenance and contingency efforts, the mitigation goals must also be considered when evaluating mitigation success.

8.1.1 Mitigation

An 80-square foot area of shoreline buffer will be planted with two native trees, selected from **Table 1**. The planting area shall be prepared by mowing invasive species and grasses to less than six inches tall. If bareroot plants are selected, they must be installed in the dormant period (December-March, or as recommended by a native plant nursery). If soils onsite are highly compacted or are poorly drained clay soils, imported topsoil may be necessary for plants to survive. Both trees shall be protected with blue tubes for three years to help with identification during monitoring and maintenance. The blue tubes must be removed by Year 3.

Table 1: Shoreline Buffer Planting List – 80 Square Feet

Scientific Name	Common Name	Size/Condition	Spacing
<i>Pinus contorta</i>	Shore pine	1 gallon	10 feet on-center
<i>Betula papyifera</i>	Paper birch		
<i>Pseudotsuga menziesii</i>	Douglas fir		
Total Plants = 2			

8.1.2 Performance Standards

Performance standards include:

1. 100-percent survival in Years 1, 2, and 3 (2 trees). Trees that die must be replaced.
2. Grasses and invasive species (primarily Himalayan/cutleaf blackberry and reed canarygrass) must be mowed around the trees to less than six inches tall.
3. Blue tubes must be removed by Year 3.

8.1.3 Reporting

After installation of the mitigation plantings, the owner or a contractor shall submit an as-built documentation form (available at Whatcom County PDS or at the following link - <http://www.co.whatcom.wa.us/DocumentCenter/View/28923/As-built-Documentation-Form>) to Whatcom County. Once the as-built form has been approved by Whatcom County,

monitoring reports shall be submitted in Years 1, 2, 3 beginning one growing season after the plants are installed. We recommend monitoring the mitigation area for a period of three years, which may be allowed by the technical administrator for “minor mitigation projects involving critical area or buffer revegetation or vegetation enhancement...”, per WCC 16.16.260.C.1.

Annual monitoring reports shall be due by October 31 of the monitoring year. A Whatcom County form for the monitoring reports is available at Whatcom County PDS or at the following link: <http://www.co.whatcom.wa.us/DocumentCenter/View/33014/Mitigation-Monitoring-Report-Form-02012018> .

If a performance standard is not met for all or any portion of the mitigation project the applicant will seek to remedy the situation, i.e. replace plantings and/or conduct maintenance, to bring the site into compliance with performance standards.

Annual reports shall be submitted online to Whatcom County PDS per the mitigation monitoring form or to:

Mitigation Monitoring Reviewer
Whatcom County Planning and Development Services
5280 Northwest Drive, Suite A
Bellingham, WA 98226

8.1.4 Site Protection

Site protection of the critical area and mitigation will be determined by County Staff.

8.1.5 Contingency Plan

If a performance standard is not met for all or any portion of the mitigation project in any year, or if the approved success criteria are not met, the wetland biologist will prepare an analysis of the cause(s) of failure and, if determined necessary by Whatcom County, propose remedial actions for approval. If the compensatory mitigation site has not met one or more of the success criteria or performance standards, the applicants’ maintenance and monitoring obligations shall continue until the agencies give final approval the mitigation obligations have been satisfied.

The contingency plan will provide for the remediation of aspects of the mitigation that have prevented the achievement of mitigation goals. If the desired mitigation goals, as measured by the monitoring program and compared against the performance standards, have not been met and cannot be achieved through routine maintenance, then the agencies and the applicant will make a joint determination on a suitable contingency plan. If the contingency plan is substantial, the agencies could extend the monitoring period. Whatcom County will approve contingency measures prior to implementing changes to the plan.

8.1.6 Mitigation Surety

Documentation of a bond or assignment of savings may be required to be submitted to Whatcom County for the amount of 125-percent of the estimated cost of mitigation installation, maintenance and monitoring. If the County requests the surety, the estimated

costs are listed in **Table 2** below. The requirement of the surety is at the discretion of the technical administrator per WCC 16.16.260.D. which states: “The technical administrator may require the following to ensure that the mitigation is fully functional...”

Table 2: Surety Estimate Summary

Item	Quantity	Cost/Quantity	Total
Plants	2	\$11.50 ¹	\$23.00
Maintenance	3 Years	\$86/year ¹	\$258.00
Total =			\$281.00
Surety Amount (includes additional 25% contingency) =			\$351

¹Costs based on Whatcom County Bond Quantity Worksheet. Costs for as-built completion and annual monitoring are excluded from the cost estimate as these items can be completed by the homeowner’s association, per Whatcom County online forms.

8.0 REFERENCES

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United States Department of Interior - Fish and Wildlife Service. 2020. *National Wetlands Inventory, Online Wetland Mapper*. Accessed on October 28, 2020 at:
<http://www.fws.gov/wetlands/Wetlands-Mapper.html>

APPENDICES

Appendix A
Project Site Map

PROJECT DESCRIPTION:

REPLACE EXISTING DOCK IN SAME FOOTPRINT AT SUDDEN VALLEY MARINA. REPLACEMENT DOCK TO BE +/- 38' LONG CONSISTING OF 4' X 22' RAMP CONNECTING TO 6' X 20 FLOAT. RAMP TO BE PREFABRICATED ALUMINUM OR STEEL WITH THRUFLOW GRATED WALKWAY. FLOAT TO BE STEEL TRUSSED WITH VINYL COVERED FLOTATION TO AVOID CONTACT WITH LAKE WATER. FLOAT DECKING TO BE THRUFLOW GRATED PANELS. REPLACEMENT PILES (2) TO BE 10" DIAMETER UNTREATED STEEL AS SHOWN ON ATTACHED PLANS.

PROPERTY OWNER:

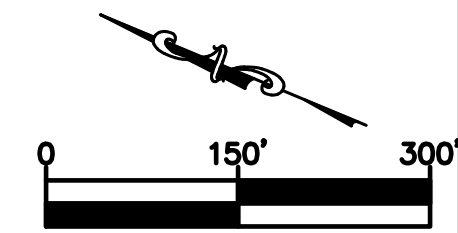
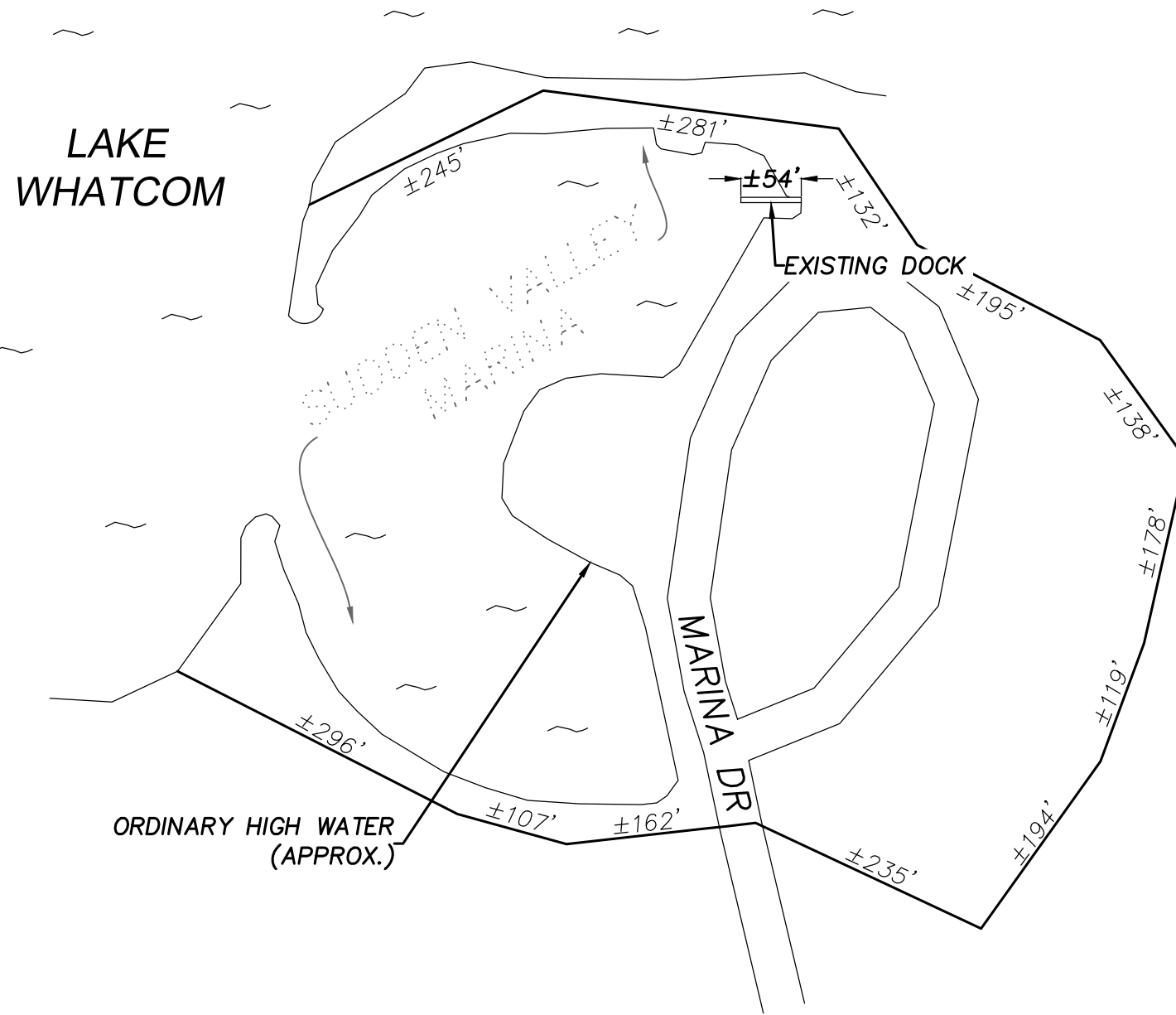
SUDDEN VALLEY COMMUNITY ASSOCIATION
C/O ANDREA HARIG
4 CLUBHOUSE CIRCLE
BELLINGHAM, WA 98229

CONTACT:

IRWIN LAND USE CONSULTING, LLC
P.O. BOX 1715
BELLINGHAM, WA 98227
(360) 410-6745
irwinlanduse@gmail.com

LEGAL DESCRIPTION:

TR IN GOVT LOT 3-IN THAT PTN OF SE SW DAF-BEG AT MOST ELY COR OF SUDDEN VALLEY DIV 21 SD COR BEING AT NELY END OF MARINA DR-TH N 28 DEG 18'03" W ALG ELY PLAT BNDRY 177.70 FT-TH N 6 DEG 38'43" W ALG SD BNDRY 103.70 FT-TH N 05 DEG 04'16" E ALG SD BNDRY



*PARCEL DIMENSIONS AND EXISTING STRUCTURES PER CITY IQ AND WHATCOM COUNTY ASSESSOR'S GIS DATA. DOCK DIMENSIONS AND WATER DEPTHS PER LAKESIDE MARINE.

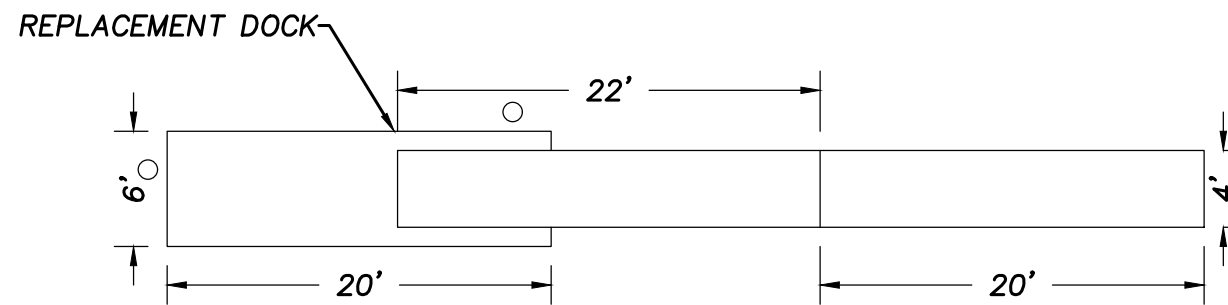


2980 OLDER LANE
BELLINGHAM, WA 98229
(360) 441-0757
lakeside_marine@yahoo.com

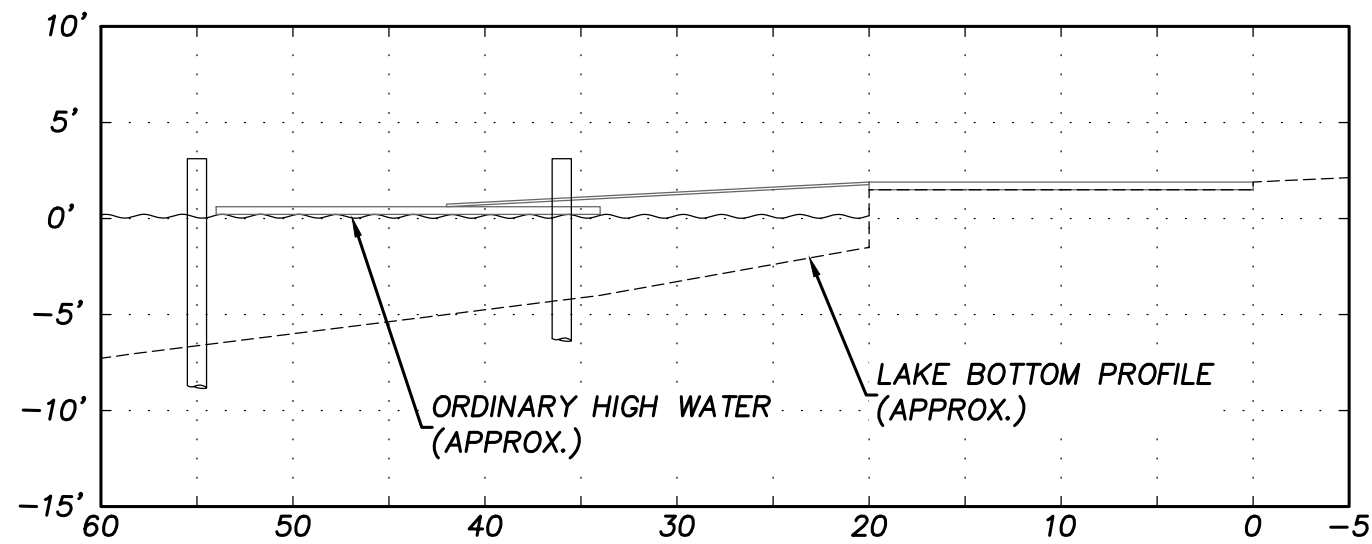
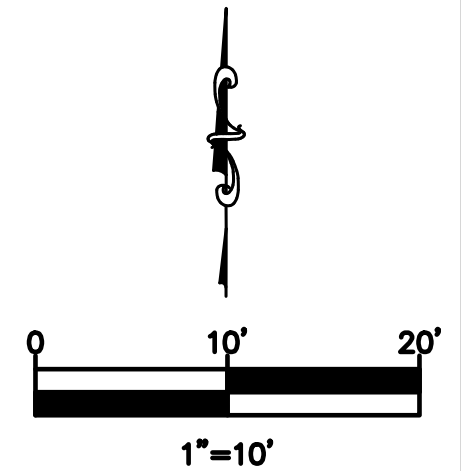
REV	DATE	BY	DESCRIPTION

SUDDEN VALLEY ASSOC.
DOCK REPLACEMENT
4 CLUBHOUSE CIRCLE
BELLINGHAM, WA 98229

PROJECT NUMBER:	2029
PARCEL NUMBER:	370405227126
ISSUE DATE:	7/30/2020



DOCK LAYOUT
SCALE: 1"=10'



DOCK PROFILE
SCALE: 1"=10'






2980 OLDER LANE
BELLINGHAM, WA 98229
(360) 441-0757
lakeside_marine@yahoo.com

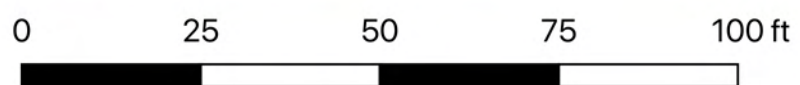
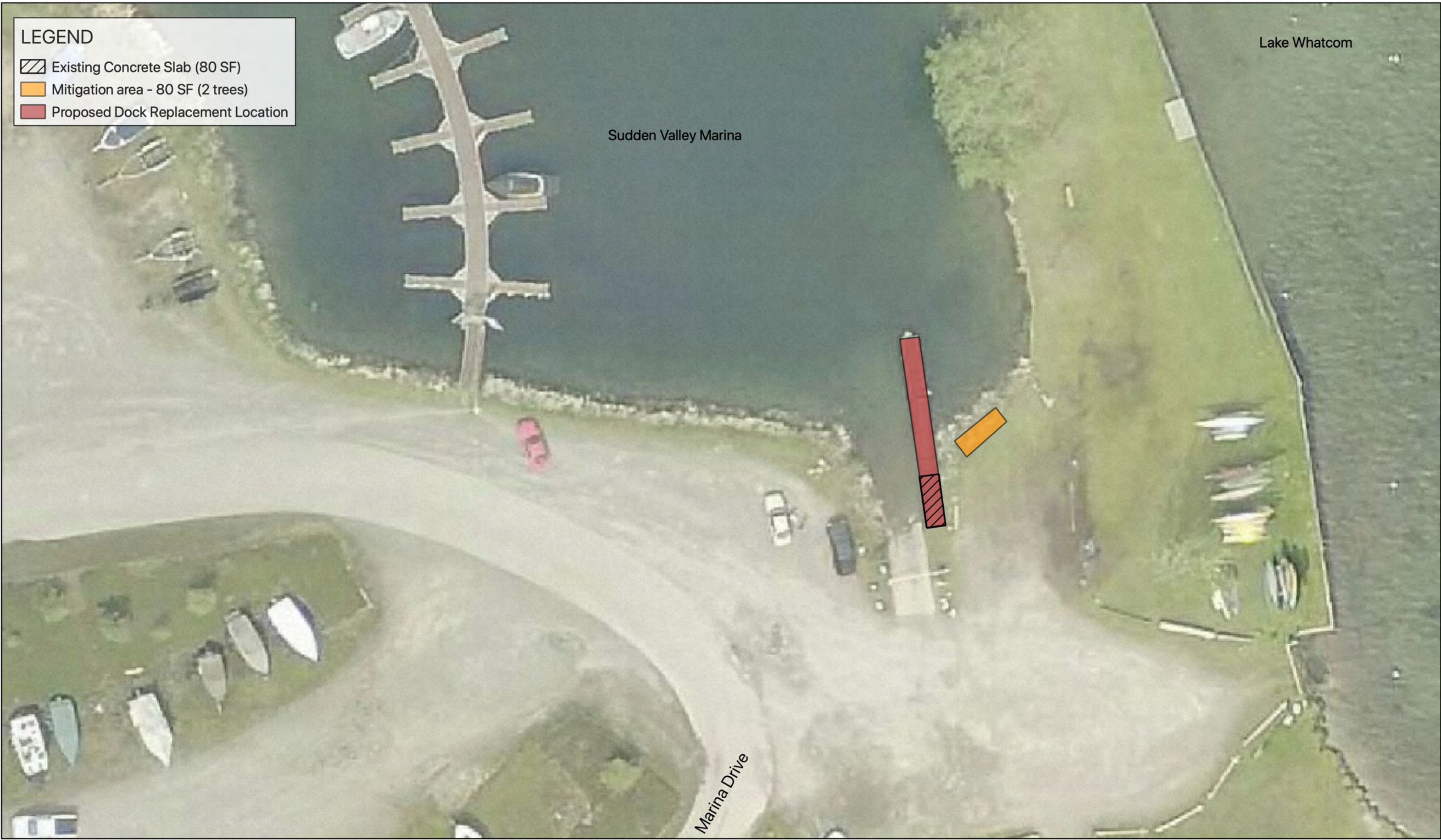
REV	DATE	BY	DESCRIPTION

SUDDEN VALLEY ASSOC.
DOCK REPLACEMENT
4 CLUBHOUSE CIRCLE
BELLINGHAM, WA 98229

PROJECT NUMBER:	2029
PARCEL NUMBER:	370405227126
ISSUE DATE:	7/30/2020

LEGEND

-  Existing Concrete Slab (80 SF)
-  Mitigation area - 80 SF (2 trees)
-  Proposed Dock Replacement Location



Sudden Valley Dock Project
 Miller Environmental Services, LLC
 Field work date: 10/29/20
 Aerial photo 2016. All areas shown are approximate.

Appendix B
Site Photographs

Site Photographs



Photo 1. Historic aerial of the Sudden Valley Marina from July 15, 1976, indicating the project site was likely gravel (Whatcom County Conservation District historic aerials).



Photo 2. Existing boat ramp and concrete slab from previous dock to remain. Existing plastic-coated piles to be replaced with untreated steel piles (10/13/20).

Site Photographs



Photo 3. Location of the proposed dock and the mitigation area, looking northeast (10/13/20).



Photo 4. Area immediately east of the proposed dock, including artificial peninsula and proposed mitigation area (10/13/20).

Site Photographs

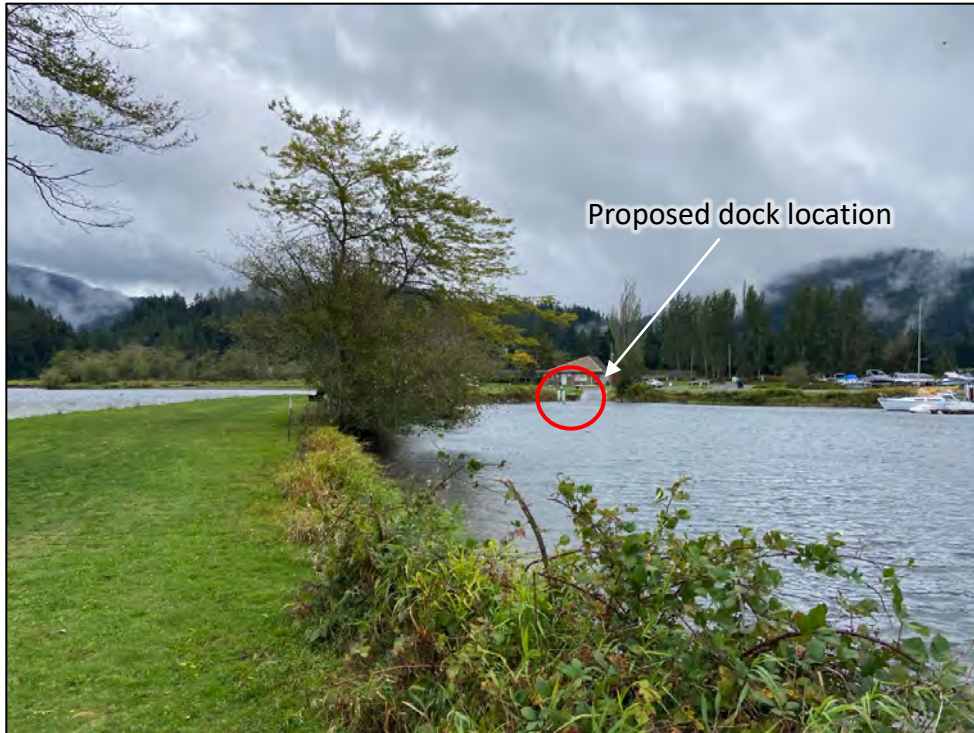


Photo 5. Marina peninsula and dock location, looking south from mid-peninsula (10/13/20).



Photo 6. Shoreline on the east side of the peninsula (10/13/20).

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: Jo Anne Jensen, General Manager
Date: September 14th, 2023
Subject: Capital Request – Turf Care Shed Roof Replacement

Purpose

To request funding approval for replacement of the Turf Care Shed Roof.

Background

Next to the Turf Care Maintenance Shop is an open shed that is used to store sand. The roof on this shed needs to be replaced. The shed is approximately 40' x 20'. The existing roof is asphalt shingles, and the proposed roof for replacement will be a metal roof to match the metal roof installed at the Area Z Tall Barn. The existing plywood underlayment will also be replaced as part of the project, and new fascia boards will be installed.

Analysis

The replacement of the roof will preserve the building and extend its useful life.

Requests

Request 1:

Authorize the allocation of \$19,021.65 from CRRRF for the Turf Care Shed Roof Replacement Project per PNW's proposal dated 9-11-23.

Request 2:

Authorize the General Manager to sign SVCA's standard construction contract with Cool Runnings Construction in the amount of \$17,131.65 for the replacement of the Turf Care storage shed roof.

Motions

Motion 1:

Move that the Board of Directors approve the allocation of \$19,021.65 from CRRRF for the Turf Care Shed Roof Replacement Project.

Motion 2:

Move that the Board of Directors authorize the General Manager to execute SVCA's standard construction contract with Cool Runnings Construction in the amount of \$17,131.65 for the replacement of the Turf Care storage shed roof.



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4 Clubhouse Circle Bellingham, WA 98229

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Board of Directors Approval

Motion 1:

Approved: _____ Not Approved: _____SVCA Board of Directors

Motion 2:

Approved: _____ Not Approved: _____SVCA Board of Directors



September 11, 2023

Sudden Valley Community Association
Attn: Jo Anne Jensen
4 Clubhouse Circle
Bellingham, WA 98229

RE: Project Scope Letter
Turf Care Shed Roof Replacement

PNW is providing this overall project scope letter to SVCA for the Turf Care Shed Roof Replacement project. The scope of work replaces the existing shed roof with new a new metal roof.

On 8-18-23 PNW reached out to 4 contractors requesting quotes:

- RVM All Metal Roofing – No Bid
- Topside Roofing & Siding – No Bid
- Roy Metal Roofing – No Bid
- Cool Runnings Construction – Bid Received

Attached for reference is the bid package issued. Bids were due on 9-8-23, and 1 bid was received from Cool Runnings Construction. Cool Runnings Construction has worked with SVCA on multiple projects in the past, and PNW is recommending SVCA to proceed with issuing a contract.

Overall project estimate for the Turf Care Shed Roof Replacement Project:

Design and Contractor Bids	
- PNW Services, Inc. – Bid Package Estimate per Attached	\$810.00
Subtotal Design and Contractor Bids	\$810.00
Construction Estimate	
- PNW Services, Inc. – Construction Management Estimate Per Attached	\$1,080.00
- Construction Bid – Cool Runnings Construction	\$17,131.65
Subtotal Construction Estimate	\$18,211.65
Total Base Bid Estimate Design & Construction	\$19,021.65

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

Sincerely,

Tyler Andrews
President



August 18, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Turf Care Shed Roof

Bid submissions are due by 2:00pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.

Firm Name: Cool Runnings Construction

Bid Schedule – Turf Care Shed Roof					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 275.00	\$ 275.00
2.	Roof Replacement	1	LS	\$13,500.00	\$ 13,500.00
3.	Minor Changes	1	EST.	\$2,000.00	\$2,000.00
	Schedule A Subtotal				\$ 15,775.00
	WSST @ 8.6%				\$ 1,356.65
	Schedule A Total w/ WSST				\$ 17,131.65

By: David Campbell
Signature of Authorized Person

Date: Sept 6, 2023

Print Name & Title: David Campbell, Owner

Force account labor at \$70.00 per hour. This rate includes a tool truck

Sudden Valley Community Association

Turf Care Shed Roof

PNW Estimate - Bid Package and Construction Management

Task	Description	Hours	Estimated Cost
Contractor Bids			
	Prepared bid package, issued to contractors, and answered bid questions.	5	
	Reviewed construction bids, and provided recommendation to SVCA.	1	
	Total Estimated Bid Package Hours	6	\$ 810.00
Construction Management			
	Manage contract, coordinate schedule with contractor, and project oversight.	8	
	Total Estimated Construction Management Hours	8	\$ 1,080.00
	Total Estimated		\$ 1,890.00



August 18, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – Turf Care Shed Roof

SVCA is requesting quotes to reroof a shed located next to the Turf Care Shop. This is located at 2145 Lake Whatcom Blvd, Bellingham, WA 98229. Bid proposals are due by 2:00pm on Friday, 9-8-23.

Summary of Work:

1. The project will go in front of the SVCA Board on Thursday, 9-14-23, for contract award. NTP is anticipated 10-2-23, or sooner, upon contract execution.
2. All work is assumed to be completed under 1 mobilization.
3. Contractor will be allowed 5 working days to complete the project. Working days will not start until contractor is mobilized onsite.
4. SVCA work hours are 8:00am – 7:00pm Monday through Friday, and 8:00am – 6:00pm Saturday.
5. SVCA will work with the contractor to provide staging next to the shed.
6. SVCA will remove all items from the shed prior to contractor mobilizing. Equipment and materials will also be removed from the perimeter of the shed for access.
7. Force account work to receive 15% markup.
8. This is a private project, and prevailing wages are not applicable.
9. Contractor shall warranty work for 1 year from final completion.

Scope of Work Clarifications:

- Bid Item 1 – Mobilization
 - o Contractor shall provide a sanican for their crew.

- Bid Item 2 – Roof Replacement
 - o Shed is approximately 40'x20'.
 - o Remove existing asphalt shingles.
 - o Remove existing OSB plywood, and install 5/8" CDX plywood.
 - o Remove and replace existing fascia. New fascia to be pre-primed, and then painted white.
 - o Remove and replace 2 existing vents.
 - o Contractor shall properly dispose of all items offsite.
 - o Install new metal roof with underlayment and flashing.
 - New roof shall be AEP Design Span, 16" width.
 - Color shall be Cool Midnight Bronze.
 - Gauge shall be 24.

Attachments:

1. Bid Form – 1 Page



2. Pictures – 2 Pages
3. SVCA Standard Contract – 12 Pages

Questions are due by 5:00pm on 8-30-23 and shall be directed to Tyler Andrews at tylera@pnwcivil.com or 360-739-2072. Contractors are encouraged to independently visit the site; no formal pre-bid is scheduled. Bids are due by 2:00 pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.



August 18, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – Turf Care Shed Roof

Bid submissions are due by 2:00pm on Friday, 9-8-23. Email bid submissions to accounting@pnwcivil.com and tylera@pnwcivil.com.

Firm Name: _____

Bid Schedule – Turf Care Shed Roof					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$	\$
2.	Roof Replacement	1	LS	\$	\$
3.	Minor Changes	1	EST.	\$2,000.00	\$2,000.00
	Schedule A Subtotal				\$
	WSST @ 8.6%				\$
	Schedule A 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

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: September 14th, 2023
Subject: Approval Request – Records Request Policy

Purpose

To request approval of a proposed Records Request Policy.

Background

On July 23rd, 2023, RCW 64.38.045 and RCW 24.03.215A were amended. This new legislation specifically defines what records the Association must retain, how long those records should be retained, and how the Association must make records available to Members who wish to view them. The legislation also defines the responsibilities of the Association regarding when and where the records should be made available for members to view and which data elements must be redacted before records are made available to members, as well as allowing the Association to charge a reasonable fee for producing and providing copies of records and supervising the member's inspection of those records.

Analysis

SVCA's previous practices concerning the fulfillment of records requests do not comply with the specific direction contained in this new legislation. A new policy is needed to ensure that the Association complies with the law.

SVCA Attorney, Richard Davis, drafted the proposed policy and request form. The policy is detailed, facilitating its implementation and ensuring that the Association responds consistently and reliably to all records requests. The policy includes a description of how a fee will be assessed for the work associated with fulfilling a request and grants the designated "Records Officer" to waive a fee in situations where little time is required.

Requests

Request that the SVCA Board of Directors adopt the resolution approving the proposed Records Request Policy.

Motions

Move that the Board of Directors adopt the resolution approving the proposed Records Request Policy.

Board of Directors Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

**SUDDEN VALLEY COMMUNITY ASSOCIATION
RESOLUTION NO. _____**

ADOPTING RECORDS REQUEST POLICY AND PROCEDURE

WHEREAS, RCW 64.38.045 and RCW 24.03.215A require Sudden Valley Community Association to make certain records available for examination by owners, holders of mortgages on lots and their respective agents; and

WHEREAS, Sudden Valley is allowed by law to charge a reasonable fee to process such requests, which fee the Board determines should be set in such an amount to fully cover SVCA's costs involved in responding to such requests.

NOW, THEREFORE, BE IT RESOLVED that the attached Policy and Procedure attached hereto as **Exhibit A** is hereby adopted by the Board of Directors of Sudden Valley Community Association.

ADOPTION: ADOPTED by the Board of Directors of Sudden Valley Community Association on the ___ day of August, 2023; the following Directors being present and voting:

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

By: _____
Director

Exhibit A

RECORDS REQUEST POLICY AND PROCEDURE

DRAFT

**SUDDEN VALLEY COMMUNITY ASSOCIATION
RECORDS REQUEST POLICY AND PROCEDURE**

Sudden Valley Community Association (SVCA) is required by RCW 64.38.045 (Homeowners Association Act) and RCW 24.03A.215 (Nonprofit Corporation Act) [the foregoing statutes shall be collectively referred to as the "Records Review Statutes"] to make "Records" available for examination by owners, mortgage holders and their agents ("Requestors").

This policy establishes the procedures SVCA will follow to comply with the Records Review Statutes.

The purpose of this policy is to strike a balance between providing timely assistance to Requestors for documents that are subject to examination under the Records Review Statutes while allowing SVCA to manage requests in such a way as to avoid interference with essential Association functions for the benefit of all members.

The Records Review Statutes do not obligate SVCA to respond to questions, do research, or to give information that is not the subject of a Record or to compile or synthesize information.

Except where these guidelines are mandated by statute, the guidelines in this policy are discretionary and advisory only and shall not impose any affirmative duty on SVCA. SVCA reserves the right to apply and interpret this policy as it deems appropriate, and to revise or change the policy at any time.

Failure to comply with any provision of these rules shall not result in any liability imposed upon SVCA.

DEFINITIONS

1. "Record" means an identifiable Record of SVCA which SVCA must be retained by SVCA according to law and made available for examination pursuant to either of the Records Review Statutes. Not every document or writing prepared, retained or used by SVCA or its staff is a "Record" that must be disclosed pursuant to the Records Review Statutes. The term "Record" is defined as the following:

- a. The current budget.
- b. Detailed records of receipts and expenditures affecting the operation and administration of SVCA, and other appropriate accounting records within the last seven (7) years.
- c. Minutes of all member meetings and board meetings other than executive sessions; a record of all actions taken by the owners or board without a meeting, and a record of all actions taken by a committee in place of the board on behalf of the Association.
- d. The names of current owners, addresses used by SVCA to communicate with them, and the number of votes allocated to each lot ("Member List"). Provided, however, that prior to receiving a Member List, a Requestor shall be required to confirm that the Member List will: (i) not be used to solicit cash or other property unless the cash or other property will be used solely to solicit the votes of the members in an election to be held by the nonprofit corporation; (ii)

RESOLUTION NO. _____

RESOLUTION ADOPTING RECORDS POLICY AND PROCEDURE - 3

used for any commercial purpose; or (iii) sold to or purchased by any person. See RCW 24.03.240.

e. SVCA's declaration and amendments thereto (if any), organizational documents and amendments thereto (if any).

f. All Rules and Regulations currently in effect.

g. All financial statements and tax returns of SVCA for the seven (7) years preceding a request for records.

h. A list of the names and addresses of SVCA's current board members and officers.

i. The most recent annual report delivered to the Washington Secretary of State.

j. Contracts to which SVCA is or was a party within the seven (7) years preceding a request for records.

k. Materials relied upon by the board or any committee to approve or deny any requests for Architectural Control Committee (ACC) approval for a period of seven (7) years after the decision is made.

l. Materials relied upon by the board or any committee concerning a decision to enforce the governing documents for a period of seven (7) years after the decision is made.

m. Insurance policies under which SVCA is a named insured.

n. Any current warranties provided to the association.

o. Copies of all notices provided to owners or the association in accordance with this chapter or the governing documents.

p. Ballots, proxies, absentee ballots, and other records related to voting by owners for one (1) year after the election, action, or vote to which they relate.

2. "Exempt Record" includes all Records that are specifically exempted or prohibited from disclosure by state or federal law.

3. "Records Officer" means the General Manager or designee.

4. "Requester" means an owner of property in SVCA, holders of mortgages on a lot in SVCA and their respective agents as designated in writing by the owner or mortgage holder.

PROCEDURE

1. **Requesting Records:** Any Requestor requesting access to Records must complete and sign the Records Request Form attached as Attachment 1 and deliver the completed form to the General Manager in person or via e-mail as follows: office@suddenvally.com).

1.1 Unsigned or incomplete Records Request Forms will not be acted upon by the Association but will be returned to the Requester for completion and/or signature.

1.2 Members must, as required by RCW 24.03A.215(4):

- a. Confirm that their request to review Records are made in good faith and for a proper purpose;
- b. Agree to reasonable restrictions required by the Board on the use or distribution of Records;
- c. Confirm that the requested Records are directly connected with a proper purpose; and
- d. Confirm that the requested Records will not be used for a commercial purpose.

2. **Processing of Requests**: SVCA will ordinarily acknowledge receipt of a Request within three (3) business days. Within ten (10) business days of receiving a request, SVCA will either (a) provide the Record; (b) provide a reasonable time estimate of the time it will need to complete the request; (c) deny the request; or (d) request clarification from the Requester. SVCA will also provide an estimate of the cost to be billed to the Requester for fulfilling the Request per section 6 below.

2.1 Ordinarily, requests will be processed in the order in which they are received. However, SVCA reserves the right to process requests in the most efficient manner as the Records Officer deems appropriate, in light of budgetary and staff constraints. The Records Officer may ask a Requestor to prioritize the Records they are requesting so that the most important Records may be provided first.

2.2 SVCA reserves the right not to process a Request until the required deposit is made per section 6.1 below.

2.3 Additional time to respond may be based on the need to clarify the intent of the request, to locate and assemble the Records, and to review for information that is exempt under law or confidential.

2.4 If SVCA receives a request for records identified in terms of “any and all documents related to” or similar language and the Requestor is unable or unwilling to help narrow the scope of the documents being sought in order to expedite SVCA’s response and/or reduce the volume of potentially responsive documents, the Records Officer may deny the request until such time as the Requestor can narrow the scope. SVCA personnel shall not be obligated to interpret broad, general requests in order to decipher which specific documents may be of interest to the Requestor, and the Records Review Statutes do not allow a Requestor to search through SVCA’s files for Records which cannot be identified or described to SVCA.

2.5 SVCA is prohibited from providing Records to Requesters for commercial purposes.

2.6 If the Requestor is asked to clarify an ambiguous request and fails to clarify it within fifteen (15) business days, SVCA will treat the request as having been withdrawn.

2.7 If a responsive Record is posted on SVCA’s website, SVCA may direct the Requestor to the online Record in lieu of allowing inspection or copies.

3. **No Duty to Create Records or Synthesize Information**: This policy does not require SVCA to answer written questions, summarize data or information, create new Records, or provide information in a format that is different from original Records; however, SVCA may in its

RESOLUTION NO. _____

discretion, create such a new Record to fulfill the request where it may be easier for SVCA to create a Record responsive to the request than to collect and make available voluminous Records that contain small pieces of information responsive to the request.

4. **No Duty to Provide Information:** This policy applies solely to requests for Records. It does not require SVCA to answer questions, to conduct research, to issue opinions or give advice or to compile or synthesize information. If the requester is not seeking specific Records but merely has questions regarding Sudden Valley, the requester should contact the administration office during normal business. Requests for information, research, opinions, advice, or similar requests will not be responded to pursuant to this policy.

5. **No Duty to Supplement Responses:** Once a Request has been fulfilled, SVCA is under no duty to supplement when responsive Records are later created.

6. **Fees and Charges:** In accordance with RCW 64.38.045 SVCA is entitled to collect a reasonable charge for copies and costs incurred by it in providing access to Records. SVCA will therefore assess the following charges for responding to Records requests:

a. Ten (10) cents per page or the actual per-page cost, whichever is greater. SVCA reserves the right to have Records copied by a third-party copier service;

b. The actual costs of mailing copies of Records;

c. Staff time for performing the following activities:

- Searching for, collecting, and compiling Records
- Copying and/or scanning Records
- Communicating with Requester regarding Requests that are unclear
- Redacting Records or removing information required by law to be withheld
- Supervising the owner's inspection will be billed to the Requester

d. Staff time will be billed to the Requester at the hourly rate paid to the staff member(s) performing the work, billed in one-tenth-hour increments. SVCA reserves the right to decide which staff will be assigned to a particular Request in light of current workload and demands; and

e. An owner is entitled to receive a free annual electronic or paper copy of the Member List. RCW 64.38.045(8)(b).

6.1 The Records Officer shall require a deposit ("Deposit") from any Requestor before initiating efforts to respond to a Records request. The Deposit, if any, shall constitute the Records Officer's good faith estimate as to the costs to be incurred by SVCA in responding to the request. If the Requestor does not tender the Deposit to SVCA within five (5) business days after being notified by the Records Officer, the Request will be deemed satisfied.

6.2 Fees may, in the Records Officer's discretion, be waived due to the de minimis nature of a Request or other circumstances.

6.3 Any portion of a Deposit not utilized shall be returned to the Requestor within seven (7) days after the Request has been satisfied. Upon completion of the Request, the Member will be provided a Statement of Charges detailing the charges assessed.

RESOLUTION NO. _____

RESOLUTION ADOPTING RECORDS POLICY AND PROCEDURE - 6

6.4 If the actual fees will exceed the Deposit, SVCA may require the balance to be paid prior to production of the requested Records. If the additional amount is not paid within ten (10) business days after receiving such notice, the Deposit shall be forfeited and the Request closed.

7. **Inspection of Records**: No member may remove a Record from a viewing area, disassemble, or alter, fold, mark, deface, tear, damage or destroy any Record. Records maintained in a file jacket or binders, or in chronological order, may not be dismantled except for the purpose of copying, and then only by SVCA staff. Copies of Records may be copied only on copying machines of SVCA unless other arrangements are made by the Records Officer. No food or drink will be permitted during the inspection of Records. Access to file cabinets, shelves, vaults and other SVCA storage areas is restricted to authorized SVCA staff.

8. **Closing Abandoned or Unpaid Requests**: If the Requestor withdraws the request, fails to fulfill their obligations to inspect the Records within thirty (30) days of notice that the Records are available for inspection, or fails to pay the deposit, the Request will be deemed satisfied, and the Request will be closed.

9. **Records Exempt from Disclosure**: SVCA is not required to permit inspection and copying of Records for which disclosure of the Record is prohibited, restricted or limited by common law, state law, federal statute, regulation or by Civil Rules for Superior Court. Without limiting the generality of the foregoing, the following Records are deemed to be exempt from disclosure:

- a. Any Records requested for commercial purposes;
- b. Protected Health Information of any employee, member or resident. See Uniform Health Care Information Act, RCW 70.02; Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); Health Information Technology and Clinical Health Act ("HITECH Act");
- c. Legal advice or communications that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including communications with SVCA's managing agent or another agent of SVCA;
- d. Personnel and medical records related to specific individuals;
- e. Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;
- f. Existing or potential litigation or mediation, arbitration, or administrative proceedings;
- g. Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the governing documents;
- h. Information the disclosure of which would violate a court order or law;
- i. Records of an executive session of the board;
- j. Individual lot files other than those of the requesting owner;
- k. Unlisted telephone number or electronic address of any owner or resident;
- l. Security access information provided to SVCA for emergency purposes;
- m. Agreements that for good cause prohibit disclosure to the members; and

n. Any other records not set forth above for which disclosure, in SVCA's reasonable discretion, would violate an individual's right to privacy.

9.1 SVCA's failure to identify an exemption above shall not affect the effectiveness of the exemption.

10. **Redactions and Withholding**: SVCA will redact and/or withhold the following information as allowed by law:

a. The address of any member who is known to SVCA to be a participant in the address confidentiality program described in chapter [40.24](#) RCW or any similar program established by law;

b. Those portions of records, which, if disclosed, would be reasonably likely to result in harm to SVCA or a third party, such as disciplinary actions involving nondirector members, identities of job applicants, discussions of strategic acquisitions, records that are required to be kept confidential under obligations to a third party, etc.; or

c. Any information that a nonprofit corporation is required to keep confidential under any other law.

11. **Loss of Right to Inspect**: Inspection shall be denied and the Records withdrawn by the Records Officer if the Requestor, when reviewing the Records, acts in a manner which will damage or substantially disorganize the Records or interfere excessively with other essential functions of SVCA.

12. **Disclaimer of Liability**: Neither SVCA nor any officer, employee, official or custodian shall be liable, or shall a cause of action exist, for any loss or damage based upon a release of Records if the person releasing the Records acted in good faith in attempting to comply with this policy. Despite the use of any mandatory terms such as "shall", nothing in this policy is intended to impose mandatory duties on SVCA beyond those imposed by state and federal law.

13. **Denial of Records**: A Requester who believes they have been wrongfully denied the opportunity to inspect a Record shall notify the Board of Directors within twenty (20) days of the denial. The Board will review the matter in closed session and determine if the denial was appropriate. The Requester will be notified of the decision.



Request for Disclosure of Sudden Valley Records

Note to Requester: This form is not to be used to request information. It is to be used to request inspection of those types of records which are required by law to be made available to members. Records Requests are subject to SVCA's Records Request Policy (the "Records Policy"), RCW 64.38.045 and RCW 24.03.215.

Instructions:

1. Complete this form in its entirety and deliver to the General Manager in person or via e-mail at office@suddenvalley.com. Incomplete forms will be rejected.
2. SVCA charges for records requests as allowed by law and in the amounts set forth in the Records Policy. Requesters are required to pay an advance deposit for the expected charges. Failure to pay the deposit will result in closure of the request without further action.

Name of Requester: _____

Division: _____ **Lot:** _____

Mailing Address: _____

Physical Address: _____

Email Address: _____

Phone Number: _____

Records Being Requested: _____ _____ _____

Verification: By signing below, the undersigned hereby certifies that (please check all boxes that apply):

- This request to review Records is made in good faith and for a proper purpose.
- The undersigned will agree to reasonable restrictions required by the Board on the use or distribution of Records.
- This request is directly connected with a proper purpose.
- The requested Records will not be used for a commercial purpose.

Signature

DATE: _____

--- Below This Line Staff Use ---

Date of Request:
Date Copies Made:
Date Provided:
Date Item(s) Returned:

Request Made:
<input type="checkbox"/> in Person
<input type="checkbox"/> by Mail
<input type="checkbox"/> by E-mail
Attach Request

Records are for:
<input type="checkbox"/> Private Use <input type="checkbox"/> Public Use

Amount of Deposit Charged: _____

Date Deposit Received: _____

Billable Time: _____

Charges

Amount Due: \$ _____

Less Deposit: \$ _____

Balance (or refund): \$ _____

Forms Released by (print): _____ Signature: _____

Date: _____

Approved by (Print): _____ Signature: _____

Date: _____

SVCA: 4 Clubhouse Circle, Bellingham, WA 98229 Ph: (360) 734-6430 Fax: (360) 734-1915