



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Regular Meeting

January 25th, 2024, 6:00 PM, DANCE BARN

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Consent Agenda

2a. Minutes – January 11, 2024

Item 3) Announcements

Item 4) Property Owner Comments – 15 Minutes Total

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

Item 5) Candidate Interviews

Each candidate will be given 3 minutes for a personal introduction and will then be asked questions by the Directors, for a total of 10 minutes per candidate.

- Martin Cooper
- Ray Meador
- Kolleen Mitchell
- Rickland Asai
- Barbara Wahli
- Susan Miracle

Item 6) Candidate Selection

Item 7) GM Report (distributed)

Item 8) Financial Report – November 2023

Item 9) Continuing Business

9a. Code of Conduct Discussion

9b. Grievance Process for Board Directors, Committee Members

Item 10) New Business

10a. Capital Request – Fleet Replacement of Assets OP-1 & OP-12

10b. Capital Request – Turf Care Building Remodel

10c. Capital Request – Asphalt Cart Path Repairs

Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, January 11, 2024

Minutes

DATE AND LOCATION: Thursday, January 11, 2024, Remote

CALLED TO ORDER AT: 7:03PM.

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean	4. Laurie Robinson	7. Stu Mitchell	10 Rob Gibbs
2. Taimi Van de Polder	5. Sonia Voldt	8. AJ Tischleder, Excused	11.
3. Linda Bradley	6. Sam Shahan.	9. Daniel Rodriguez	

ATTENDING:

Staff Members: Mike Brock, Kyle Kaltenbach, Spencer Huston: Zoom Host

Guests: Tyler Andrews, PNW Civil Inc.

Taylor Russell, Jason Hickman and Scott Goodall, Impact Design

Call to Order

President McLean called the meeting to order at 7:03PM. Land Acknowledgement and Anti-Racism Statement.

1. Adoption of Agenda

1a. Director Bradley Moved to adopt the agenda.

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

1b. Director Mitchell moved to amend the agenda to include 7D, discussion regarding golf management.

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

1c. Director Voldt moved to amend the agenda to postpone 7b and 7c.

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

1d. Director McLean moved to adopt the amended agenda, approved by consent.

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

2. Approve Consent Agenda

2a. Director Bradley moved to adopt the consent agenda, meeting minutes for November 6th approved by consent.

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

2b Director Bradley moved to adopt the consent agenda meeting minutes for December 14th, approved by consent.

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

3. Announcements.

4. Property owner comments.

5. Presentation of the Ten-Year Roads and Drainage Plan by Impact Design.

6. General Manager Report -Will be deferred to 01/25 meeting.

7. Continuing Business

7a. Motion to ratify the extension of the Director of Golf transitional contract.

Motion By: Director McLean		Seconded By: None	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

7b. Grievance and Code of discussion Deferred.

7c. Motion to continue golf management contract discussion at 01/25 Meeting.

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

Adjourned: 8:04PM

Approved by: _____

Linda Bradley, Board of Directors Secretary

Sudden Valley Community Association

Sudden Valley Community Association
Balance Sheet
November 30, 2023 and December 31, 2022

	Unaudited** Nov 30, 2023	See Note** Dec 31, 2022	Inc / (Dec)
OPERATIONS			
Current Assets			
Operating Cash	\$ 600,561	\$ 490,351	\$ 110,210
Building Completion Deposit Fund	512,680	492,620	20,060
Member Receivables - Operations*	-	46,750	(46,750)
Other Receivables	17,548	8,288	9,260
Prepaid Expenses	66,536	81,738	(15,202)
Operating Lease ROU Assets	5,568	11,441	(5,873)
Inventory	5,195	6,200	(1,005)
Total Current Assets	1,208,088	1,137,388	70,700
Current Liabilities			
Accounts Payable	(75,086)	(243,246)	168,160
Accrued Vacation Liability	(62,007)	(61,576)	(431)
Accrued Payroll	-	(54,127)	54,127
Prepaid Assessments	(193,616)	(181,106)	(12,510)
Building Completion Deposits	(512,680)	(492,620)	(20,060)
Other Refundable Deposits	(5,796)	(4,916)	(880)
Operating Lease Liability	(5,568)	(11,441)	5,873
Prepaid Golf Memberships	(39,105)	(153,151)	114,046
Total Current Liabilities	(893,858)	(1,202,183)	308,325
Operating Reserve Funds			
Emergency Operating Cash	362,114	361,096	1,018
Undesignated Reserves Cash	315,566	223,385	92,181
Total Operating Reserve Funds	677,680	584,481	93,199
Net Operating Assets	\$ 991,910	\$ 519,686	\$ 472,224
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,553,032	3,236,221	316,811
Roads Reserve Cash Fund	2,024,071	2,560,947	(536,876)
Board Density Reduction Cash Fund	87,670	87,552	118
Mailbox Cash Fund	124,275	101,061	23,214
CRRRF Capital Reserve Holding Cash	221,934	262,193	(40,259)
Mitigation Assignment of Savings Cash	49,671	44,545	5,126
LWWSD Assignment of Savings Cash	101,712	9,076	92,636
Member Receivables - Capital**	-	19,262	(19,262)
Total Capital Current Assets	6,162,365	6,320,857	(158,492)
Capital Fixed Assets			
Fixed Assets	15,374,325	14,110,234	1,264,091
Finance ROU Assets	142,947	214,266	(71,319)
Lots Held for Sale	228,041	228,041	-
Total Capital Assets	15,745,313	14,552,541	1,192,772
Long Term Liabilities			
CRRRF Loan 2022	(1,814,015)	(2,049,012)	234,997
Finance Leases	(111,675)	(166,357)	54,682
Total Long Term Liabilities	(1,925,690)	(2,215,369)	289,679
NET ASSETS	\$ 20,973,898	\$ 19,177,715	\$ 1,796,183
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	622,598	(115,714)	738,312
Current Year Net Income: Rec Special Assmt	(150,207)	(2,572)	(147,635)
Net Transfers Out from Operations to Capital	-	(482,660)	482,660
Current Year Net Income: Capital**	1,364,662	1,567,594	(202,932)
Net Transfers Into Capital from Operations	-	482,660	(482,660)
Retained Earnings**	4,950,121	5,068,407	(118,286)
Capital**	14,186,724	12,660,000	1,526,724
TOTAL MEMBER EQUITY	\$ 20,973,898	\$ 19,177,715	\$ 1,796,183

* The Association's internal policy is to write off any member receivables that are 30 days past due as bad debts for internal financial statement purposes. As per SVCA policy, Management continues to pursue collection of these receivables via all avenues allowed by Washington State laws. In addition, the Association records and bills finance charges on receivables that are thirty days past due at 1% per month. At November 30, 2023, and December 31, 2022, the balances of receivables written off were \$701,733 and \$599,478, respectively.

** Beginning with the 2020 year end audited financial statements, Accounting Standards Codification (ASC) 606 requires issued audited financial statements to reclassify unspent capital dues revenue, including related capital transfer fee collections, as a contract liability balance (unearned revenue), which is then reversed out in future years when capital dues/capital transfer fee collections are actually expended on capital related expenditures. This particular accounting standard change is only incorporated into the issued audited financial statements and is not factored into SVCA's internal monthly statements as it would obscure the reality of monthly capital dues/capital transfer fee revenues collected for internal monthly presentation purposes. See SVCA's 2020, 2021, and 2022 audited financial statements (2022 represents the most recently issued audited statements), which fully incorporate ASC 606 and comply with Generally Accepted Accounting Principals (GAAP).

Sudden Valley Community Association

Sudden Valley Community Association
Income Statement Summary

UNAUDITED	Current Month - November 2023			Year to Date - 11 Months Ending 11/30/2023			
	Operations & Operating Reserves	Operations Better / (Worse) Budget	Capital Reserves**	Operations & Operating Reserves	Operations Better / (Worse) Budget	Coll %	Capital Reserves**
REVENUE							
Current Year Dues & Assessments Income							
Dues & Assessments Income	209,257		230,654	2,156,512			2,541,456
Bad Debt Reserve	(5,637)		(4,310)	(47,316)			(44,609)
Net Current Year Assessment Income	203,620	5,102	226,344	2,109,196	66,071	97.8%	2,496,847
Special Ops Assmt Income- Rec/ Pools/ Parks							
Dues & Assessments Income	-			182,249			
Bad Debt Reserve	637			3,462			
Net Special Ops Assmt Income	637	637		185,711	13,340		
Bad Debt Recoveries - Prior Years			1,966				39,673
Golf Income	37,817	2,689	-	1,432,918	307,322		-
Marina Income	-	-	-	182,329	19,251		-
Rec Center & Pools Income	500	409	-	23,714	(2,152)		-
Legal & Collections Income	-	-	-	-	-		-
Other Income	6,621	(214)	-	126,988	47,264		1
Rental Income - Other	445	179	-	13,394	7,961		-
Area Z Rental Income	1,251	(749)	-	22,109	109		-
Lease Income	5,330	1,827	-	47,343	8,803		-
New Home Construction Fees	-	-	-	54,670	(20,330)		500
Capital Gain (Loss) on Sale of Assets	-	-	-	-	-		-
Investment Income	747	659	3,790	4,422	3,459		29,009
Total Revenue	256,968	10,539	232,100	4,202,794	451,098		2,566,030
EXPENSES							
Salaries & Benefits	162,756	7,655	-	1,839,313	282,204		(79)
Contracted & Professional Services	20,091	(6,350)	-	242,114	(95,968)		-
CC&Rs/ Mandates	50,248	(20,523)	-	459,238	(136,025)		-
Maintenance & Landscaping	47,223	(13,319)	-	420,777	(27,468)		-
Utilities	7,635	3,662	-	180,813	(7,766)		-
Administrative	8,457	(313)	-	178,231	(41,040)		-
Regulatory Compliance	25,962	(10,809)	-	253,129	(68,994)		240
Insurance Premiums	15,809	(2,632)	-	162,861	(17,913)		-
Other Expenses	-	84	-	-	917		-
Depreciation Expense	-	-	96,162	-	-		1,105,992
Interest expense	-	-	6,452	-	-		75,953
Total Expenses	338,181	(42,545)	102,614	3,736,476	(112,053)		1,182,106
Net Income (Loss)	(81,213)	(32,006)	129,486	466,318	339,045		1,383,924
Net UDR Activity for Operations							
Firewise	-			(23,769)			
Hazardous Tree Removal	-			-			
Net Income (Loss) with Board Approved UDR	(81,213)	(32,006)	129,486	442,549	339,045		1,383,924
Other Activity							
Net Other UDR Activity*	(4,787)			77,023			
AR Accrual - Prior Year Reversal	-		-	(46,750)			(19,262)
AR Accrual - Current Year	-		-	-			-
Vacation Liability Accrual	13,354			(431)			
Total Other Activity	8,567		-	29,842			(19,262)
Grand Total Activity	(72,646)	(32,006)	129,486	472,391	339,045		1,364,662

*Prior year recoveries for operations are deposited into the Undesignated Reserve Account (UDR).

**Refer to the last footnote on the Balance Sheet (prior page) for a discussion of Accounting Standards Codification (ASC) 606 and capital dues revenue collections.

**Sudden Valley Community Association
Reserve Cash Balance & Activity**
11 Months Actual, 1 Months Projected

UNAUDITED

	Capital Reserve Funds						Operating Reserve Funds			
	CRRRF	Roads	CRRRF Capital Reserve Holding Cash	Board Density Reduction	Mailbox	Mitigation Assignment of Savings*	Total Capital Reserve Funds	Emergency Ops	UDR	Total Operating Reserve Funds
Net Available Cash 12/31/2022	3,236,221	2,560,947	262,193	87,552	101,061	53,621	\$ 6,301,595	361,096	223,385	\$ 584,481
Dues Received	1,231,180	1,270,237		1	22,897		2,524,315	-	111,007	111,007
Storm Water Mitigation Plan Fee		500					500			-
Investment Income	16,225	11,511	611	117	318	227	29,009	1,018	784	1,801
Sale of Assets	-			-			-			-
Mitigation Assignment	(5,000)	(92,535)				97,535	-			-
Transfers/Return of Funds	-	-	9,856			-	9,856			-
2023 Expenditures	(925,594)	(1,726,589)	(50,726)	-	-	-	(2,702,909)		(19,610)	(19,610)
Net Available Cash at 11/30/2023	3,553,032	2,024,071	221,934	87,670	124,275	151,383	\$ 6,162,365	362,114	315,566	\$ 677,680
1 Month Outlook										
Outlook - 2023 Dues (95% collections)	107,138	110,194			1,988		219,320			-
Outlook - Prior Year Collections	1,699	1,747		2	32		3,479		2,962	2,962
CRRRF Loan Payments for year 2023	(27,753)						(27,753)			-
Obligated Expenses/Holdings	(1,586,495)	(271,007)	(221,934)			(151,383)	(2,230,819)		(15,068)	(15,068)
Net Usable Cash Balance 12/31/2023	2,047,620	1,865,005	-	87,672	126,295	-	\$ 4,126,592	362,114	303,460	\$ 665,574
Board Recommended Carryover Balance	(600,000)	(500,000)					(1,100,000)			-
Net Usable Cash 12/31/2023, After Recommendation	\$ 1,447,620	\$ 1,365,005	\$ -	\$ 87,672	\$ 126,295	\$ -	\$ 3,026,592	\$ 362,114	\$ 303,460	\$ 665,574
Net Current Year Cash Increase (Decrease)	(1,188,601)	(695,942)	(262,193)	120	25,234	(53,621)	\$ (2,175,003)	1,018	80,075	\$ 81,093

*Note, when mitigation period has ended, unspent funds will be returned to the source account, Roads and CRRRF.

Sudden Valley Community Association

Sudden Valley Community Association

Operations - By Department

November 1, 2023 to November 30, 2023

Whole \$

CURRENT MONTH

UNAUDITED Department	Actual Revenue	Revenue B / (W)	Actual Salary Benefits	Salary & Benefits B / (W)	Actual Other Expense *	Other Exp B / (W)*	Net Income / (Loss) *	Net B / (W)*
ACC / Security	3	(164)	-	6,961	53,418	(27,002)	(53,415)	(20,205)
Accounting	1,381	(2,219)	34,537	(8,417)	6,012	4,584	(39,168)	(6,052)
Administration	147	6	43,052	(5,785)	23,382	(15,210)	(66,287)	(20,989)
Common Costs	5,828	2,906	-	-	30,114	(6,769)	(24,286)	(3,863)
Facilities	5,480	728	-	3,674	(1,163)	9,846	6,643	14,248
Maintenance	-	(84)	26,843	3,339	39,169	(17,861)	(66,012)	(14,606)
Subtotal	12,839	1,173	104,482	(228)	150,932	(52,412)	(242,525)	(51,467)
Golf	37,817	2,689	47,696	9,374	21,371	(692)	(31,250)	11,371
Marina	8	8	-	-	962	214	(954)	222
Subtotal	50,664	3,870	152,128	9,146	173,265	(52,890)	(274,729)	(39,874)
Rec/ Pools/ Parks	-	-	-	-	-	-	-	-
Special Assmt Earned	637	637	-	-	-	-	637	637
Curr Yr Bad Debts Activity	637	637	-	-	-	-	637	637
Net Special Assmt Dues	2,045	928	10,628	(1,491)	2,158	2,692	(10,741)	2,129
Rec/ Pools/ Parks	2,682	1,565	10,628	(1,491)	2,158	2,692	(10,104)	2,766
Subtotal Rec/ Pools/ Parks	53,346	5,435	162,756	7,655	175,423	(50,198)	(284,833)	(37,108)
Subtotal Operations before Ops Dues	209,257	5,102	162,756	7,655	175,423	(50,198)	(81,213)	(32,006)
Ops Dues Earned	(5,637)	5,102	-	-	-	-	209,257	5,102
Curr Yr Bad Debts Activity	203,620	5,102	-	-	-	-	(5,637)	5,102
Net Ops Dues	256,966	10,537	162,756	7,655	175,423	(50,198)	203,620	5,102
Net Operations	256,966	10,537	162,756	7,655	175,423	(50,198)	(81,213)	(32,006)
Net BOD Approved UDR Activity for Operations	-	-	-	-	-	-	-	-
Firewise	-	-	-	-	-	-	-	-
Hazardous Tree Removal	-	-	-	-	-	-	-	-
Net Operations with Board Approved UDR	256,966	10,537	162,756	7,655	175,423	(50,198)	(81,213)	(32,006)
Other Operating Activity	(292)	-	-	-	4,495	-	(4,787)	-
UDR Activity	-	-	-	-	-	-	-	-
AR Accrual - Prior Year Reversal	-	-	-	-	-	-	-	-
AR Accrual - Current Year	-	-	-	-	(13,354)	-	13,354	-
Vacation Liability Accrual	-	-	-	-	(8,859)	-	8,567	-
Total Other Operating Activity	(292)	-	-	-	(8,859)	-	8,567	-
Grand Total Operations Activity	256,674	10,537	162,756	7,655	166,564	(50,198)	(72,646)	(32,006)

* Excludes Depreciation
B / (W) = Better / (Worse) Than Budget

Sudden Valley Community Association

Sudden Valley Community Association
Operations - By Department
January 1, 2023 to November 30, 2023

Whole \$

YEAR TO DATE

<u>UNAUDITED</u>	Actual Revenue	Revenue B / (W)	Actual Salary Benefits	Salary & Benefits B / (W)	Actual Other Expense *	Other Exp B / (W)*	Net Income / (Loss) *	Net B / (W)*
Department								
ACC / Security	60,582	(17,001)	-	82,813	442,213	(151,939)	(381,631)	(86,127)
Accounting	26,399	(13,201)	309,793	(7,390)	79,997	(11,450)	(363,391)	(32,041)
Administration	9,218	7,660	308,846	122,953	171,667	(72,011)	(471,295)	58,602
Common Costs	83,511	51,381	-	-	389,967	(74,359)	(306,456)	(22,978)
Facilities	58,252	5,980	7,364	35,060	167,193	(21,121)	(116,305)	19,919
Maintenance	-	(917)	269,357	(3,087)	122,640	(75)	(391,997)	(4,079)
Subtotal	237,962	33,902	895,360	230,349	1,373,677	(330,955)	(2,031,075)	(66,704)
Golf	1,432,918	307,322	697,895	29,477	373,989	(62,383)	361,034	274,416
Marina	188,699	21,815	(1)	1	11,330	9,385	177,370	31,201
Subtotal	1,859,579	363,039	1,593,254	259,827	1,758,996	(383,933)	(1,492,671)	238,913
Rec/ Pools/ Parks								
Special Assmt Earned	182,249						182,249	
Curr Yr Bad Debts Activity	3,462						3,462	
Net Special Assmt Dues	185,711	13,340					185,711	13,340
Rec/ Pools/ Parks	48,308	8,649	246,059	22,377	138,167	(10,305)	(335,918)	20,721
Subtotal Rec/ Pools/ Parks	234,019	21,989	246,059	22,377	138,167	(10,305)	(150,207)	34,061
Subtotal Operations before Ops Dues	2,093,598	385,028	1,839,313	282,204	1,897,163	(394,258)	(1,642,878)	272,974
Ops Dues Earned	2,156,512						2,156,512	
Curr Yr Bad Debts Activity	(47,316)						(47,316)	
Net Ops Dues	2,109,196	66,071					2,109,196	66,071
Net Operations	4,202,794	451,099	1,839,313	282,204	1,897,163	(394,258)	466,318	339,045
Net BOD Approved UDR Activity for Operations								
Firewise	-		-		23,769		(23,769)	
Hazardous Tree Removal	-		-		-		-	
Net Operations with Board Approved UDR	4,202,794	451,099	1,839,313	282,204	1,920,932	(394,258)	442,549	339,045
Other Operating Activity								
UDR Activity	91,425				14,402		77,023	
AR Accrual - Prior Year Reversal	(46,750)				-		(46,750)	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				431		(431)	
Total Other Operating Activity	44,675				14,833		29,842	
Grand Total Operations Activity	4,247,469	451,099	1,839,313	282,204	1,935,765	(394,258)	472,391	339,045

* Excludes Depreciation
B / (W) = Better / (Worse) Than Budget

Sudden Valley Community Association

SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2023

	Actual Year Prepaid			Actual Current			Actual 1 Mth			Actual 2 Mth			Actual 3 Mth			Actual 4+ Mth			Pmt Plans			Total Prepaid & Current			Total Not Current			Total Billable Lots			Restricted			LLE & CTB	Dues Exempt	Total Non-Billable Lots	Total All Lots
	Vac	Dev	Total	Vac	Dev	Total	Due	Vac	Dev	Due	Vac	Dev	Due	Vac	Dev	Due	Vac	Dev	Due	Vac	Dev	Due	Vac	Dev	Due	Vac	Dev	Due	Vac	Dev	Due	Permitted	Avail.				
Jan	18	37	55	322	2,520	2,842	20	96	23	3	9	16	29	3	20	340	2,557	2,897	48	177	225	48	388	2,734	3,122	774	3	0	777	734	8	1,519	4,641				
Feb	22	38	60	310	2,483	2,793	27	130	7	24	3	10	17	30	2	19	332	2,521	2,853	56	213	269	56	388	2,734	3,122	774	3	0	777	734	8	1,519	4,641			
Mar	25	68	93	308	2,513	2,821	22	77	10	19	6	9	16	28	1	20	333	2,581	2,914	55	153	208	55	388	2,734	3,122	774	3	0	777	734	8	1,519	4,641			
Apr	26	72	98	312	2,484	2,796	24	105	3	16	2	8	19	34	1	16	338	2,556	2,894	49	179	228	49	387	2,735	3,122	774	3	0	777	734	8	1,519	4,641			
May	28	110	138	309	2,485	2,794	16	71	10	16	2	6	17	34	1	17	337	2,595	2,932	46	144	190	46	383	2,739	3,122	774	3	0	777	734	8	1,519	4,641			
Jun	32	138	170	309	2,477	2,786	18	60	3	8	1	6	18	35	1	15	341	2,615	2,956	41	124	165	41	382	2,739	3,121	774	3	0	777	735	8	1,520	4,641			
Jul	32	149	181	309	2,450	2,759	13	70	7	19	2	5	18	31	1	15	341	2,589	2,940	41	140	181	41	382	2,739	3,121	774	3	0	777	735	8	1,520	4,641			
Aug	34	165	199	303	2,446	2,749	14	61	8	18	7	7	15	30	1	12	337	2,611	2,948	45	128	173	45	382	2,739	3,121	774	3	0	777	735	8	1,520	4,641			
Sep	38	202	240	299	2,389	2,688	18	76	2	17	1	7	23	36	1	12	337	2,591	2,928	45	148	193	45	380	2,739	3,121	774	3	0	777	735	8	1,520	4,641			
Oct	50	283	343	286	2,331	2,617	12	49	8	13	2	8	21	32	1	13	336	2,624	2,960	44	115	159	44	380	2,739	3,119	774	3	0	777	737	8	1,522	4,641			
Nov	97	641	738	234	1,942	2,176	22	82	1	16	2	6	23	40	1	12	331	2,583	2,914	49	156	205	49	380	2,739	3,119	774	3	0	777	737	8	1,522	4,641			
Dec	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

LLE = Lot Line Eraser
CTB = Covenant to Bind

SVCA Board and Committee Code of Conduct

BOARD/COMMITTEE MEMBER STATEMENT

As a member of the Board or Committee, I agree to uphold the Code of Conduct for Board and Committee Members, as adopted by the Association. I will conduct myself by the following model of excellence:

- Recognize the worth of all individuals and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility, where other Board and Committee Members, other Association members, and staff are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of all Association members and partners;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the benefit of the entire membership.
- Avoid and discourage conduct which is divisive or harmful to the best interests of the Association or its members.

I affirm that I have read and understand the Sudden Valley Community Association Code of Conduct.

Signature (optional)

Date

Name

RESOLUTION

CODE OF CONDUCT FOR DIRECTORS & COMMITTEE MEMBERS

WHEREAS, the Board of Directors is empowered to govern the affairs of the Association pursuant to Section _____ of the Bylaws, and;

WHEREAS, the Board deems it to be in its best interest to adopt a Code of Conduct for Directors serving on the Board, as well as Directors who are appointed to various committees of the Board.

NOW, THEREFORE: IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Board adopts the following policy attached, hereto as Exhibit A (the "Code of Conduct"). The Code of Conduct hereby supersedes and replaces any previously adopted Code of Conduct.
2. The Code of Conduct shall be effective immediately.
3. The Code of Conduct shall remain in effect until amended or terminated by a majority vote of the Board of Directors.

ADOPTED this ___ day of 201___ at a regularly scheduled meeting of the Board of Directors at which a quorum was present.

Director

Director

Director

Director

Director

EXHIBIT A
CODE OF CONDUCT
BOARD OF DIRECTORS AND COMMITTEE MEMBERS

The Board of Directors (“Board”) of _____ (the “Association”) has adopted the following Code of Conduct (the “Code”) for members of the Board and committee members (collectively referred to as “Directors”). This Code is not intended to deal with every situation that may arise.

The provisions of this Code may only be enforced by the Board. Nothing in this Code will create any right or cause of action for any member of the Association.

Directors who have questions about the Code are encouraged to bring questions to the attention of the President, who may consult with legal counsel as appropriate.

1. STANDARDS OF CONDUCT

1.1 Directors are required to maintain full compliance with all governing documents of the Association and to be in good standing throughout their term of service on the Board.

2. DUTIES AND RESPONSIBILITIES

2.1 Directors have the following duties: enforce the Association’s governing documents as written, preserve the Association’s resources, and keep the common areas in a state of good repair. To fulfill these duties, Directors must:

- Regularly attend Board meetings;
- Be informed of laws affecting the Association and its governing documents;
- Review materials prior to making decisions and be informed of all relevant facts;
- Recuse themselves whenever a perceived or potential conflict may exist, and;
- Review the Association’s financial reports.

3. CONDUCT

3.1. Conflicts. Board members shall immediately disclose to the Board any perceived or potential conflicts of interests. Directors must withdraw from participation in any decision in which they have a material interest.

3.2 Self-Dealing. Board members shall refrain from engaging in self-dealing. Self-dealing occurs when an individual makes decisions that materially benefit themselves or their relatives at the expense of the Association. Without limiting the generality of the foregoing, no Director or committee member may:

- Solicit or receive any compensation from the Association for serving on the Board or any committee;
- Solicit or receive any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the Association, or;

- Seek preferential treatment for themselves or their relatives.

3.3 Protection of Confidential Information. Directors are responsible for protecting the Association's confidential information. Except when disclosure is duly authorized or legally mandated, no Director or committee member may disclose confidential information.

Confidential information includes, without limitation:

- Attorney-client privileged communications;
- Private personal information of fellow Directors or Association employees;
- Disciplinary actions against members of the Association, and;
- Assessment collection information against members of the Association.

3.4. Misrepresentation. Directors may not knowingly misrepresent facts to the members. To ensure accuracy, Directors are encouraged to verify factual information with SVCA staff before disseminating facts to the membership.. All Association data, records, and reports must be accurate and truthful and prepared in a proper manner. If a factual misrepresentation is made publicly and is not timely and publicly withdrawn after becoming aware of its falsity, it is deemed to have been an intentional misrepresentation.

3.5. Interaction with Employees. To ensure efficient management operations and avoid conflicting instructions from the Board to management, Directors shall observe the following guidelines:

- The president of the Board shall serve as liaison between the Board and staff and shall provide direction as necessary to the general manager.
- Only the president may give direction to Association employees.
- No Director may threaten or retaliate against an employee who brings information to the Board regarding improper actions of a Director or committee member.
- Directors are prohibited from harassing or threatening employees, whether verbally, physically or otherwise.

3.6. Proper Decorum. Directors must act with proper decorum in all mediums of communication including in person, in meetings and on social media. Although they may disagree with the opinions of others on the Board or committee, they must act with respect and dignity and not make personal attacks on others. Accordingly, Directors must focus on issues, not personalities, and conduct themselves with courtesy toward each other, employees, and members of the Association. Directors shall act in accordance with Board decisions and shall not act unilaterally or contrary to the Board's decisions.

4. Violations of Policy

4.1 Directors who violate the Association's ethic's policy are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to disciplinary action, including, but not limited to:

- Formal censure or reprimand, which will be communicated to the membership;
- Removal from committees;

- Request for the Director to resign from the Board, or an elected Committee;
- Removal from Committee (if not elected by the membership);
- Recall by the membership, and;
- Legal proceedings.

Prior to taking any of the disciplinary actions, the Board shall appoint an impartial committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the Director believed to be in violation, confer with the Association's legal counsel, and present its findings and recommendations to the Board for appropriate action. The Board shall endeavor to meet with the Director in executive session prior to imposing disciplinary action.

Commitment to Civil Behavior

To maintain a productive working environment and to provide a model for a civil community, members of the Sudden Valley Board of Directors commit to:

1. Support the Association's mission.
2. Bring Association related concerns, issues, and conflicts to the Board of Directors for discussion and resolution.
3. Offer and be open to alternative solutions when addressing a problem or issue.
4. Show respect to each other as elected representatives of the membership, both during meetings and when commenting publicly outside of meetings.
5. Promote civility during Board meetings and tolerate nothing less.
6. Maintain the confidentiality of material discussed during closed sessions and do not disclose the content or substance of confidential or privileged communications relating to Association business.

Mission

Our mission is to foster a livable and inclusive community through exceptional service, transparency, and responsible stewardship of our shared resources.

Vision

Our vision of Sudden Valley is a sustainable and collaborative community where natural beauty, recreation, and civic engagement create a strong sense of belonging for our diverse membership.

Resolution of Grievances

Purpose

The Sudden Valley Community Association recognizes that there are times when the need arises for volunteers to express concerns in a formal manner. The following procedures will ensure that volunteers receive a fair and unbiased review of their concerns and can follow a defined path to achieve resolution.

Procedures

Step 1: Informal discussion with SVCA leadership (Confidential)

A volunteer's concerns should first be discussed with either the Chair of their committee, the President of the Board of Directors or the General Manager. Many concerns can be resolved informally when a volunteer and leadership take time to review the concern and discuss options to address the issue.

If the volunteer's concern is with the actions or general behavior of another volunteer or volunteers, the Committee Chair, President, or General Manager will ask for permission before sharing the concern with the individual or individuals involved.

Step 2: Written complaint to SVCA leadership

If the volunteer is not satisfied with the results of the informal discussion described in Step 1, the volunteer may submit a written complaint within two weeks ***[Is this time interval adequate?]*** to either the President of the Board of Directors or the General Manager to include:

- The nature of the concern;
- Detailed information including evidence of the issue, witnesses, related policies, etc;
- The remedy or outcome desired.

A written complaint submitted by a committee member to their Committee Chair will automatically be shared the President of the Board of Directors and the General Manager. A written complaint submitted by a Board Director automatically be shared with all members of the Board of Directors. A report of the outcome/resolution of each complaint will also be shared with all members of the Board of Directors.

SVCA leadership will have two weeks ***[Is this time interval adequate?]*** to respond to the volunteer in writing or to schedule a discussion between the complainant and other volunteer(s) that were named in the complaint. If a written complaint names a fellow volunteer(s) as the source of the concern, leadership will require that the complainant and the other named individual(s) meet to discuss the concern with both the President of the Board of Directors and the General Manager present. The President's role will be to facilitate the meeting; the General Manager will take notes detailing any agreement or follow-up actions.

If the volunteer feels that both the President of the Board of Directors and the General Manager are unable to respond to their concerns without bias, the volunteer may jump to Step

3, submitting their written complaint directly to SVCA's legal counsel, Richard Davis, 1500 Railroad Avenue, Bellingham, WA 98225 *[Alternately, SVCA could appoint an Ombudsman who specifically addresses complaints].*

Step 3: Written complaint to SVCA Legal Counsel *[Alternately, SVCA could appoint an Ombudsman who specifically addresses complaints].*

If the volunteer is not satisfied with the outcome of submitting their written complaint to SVCA leadership or if they feel that both the President of the Board of Directors and the General Manager are unable to respond to their concerns without bias, the volunteer may submit a written complaint to SVCA's legal counsel, Richard Davis, 1500 Railroad Avenue, Bellingham, WA 98225. The request for review should include:

- An explanation of the concern and details of all previous efforts to resolve the issue.
- A copy of the written complaint submitted to SVCA leadership.
- A copy of SVCA leadership's written response to the volunteer's complaint.
- Detailed information regarding the volunteer's dissatisfaction with SVCA leadership's response.

A written complaint will automatically be shared with all members of the Board of Directors. A report of the outcome/resolution of each complaint will also be shared with all members of the Board of Directors.

SVCA's legal counsel will consult with leadership and any other relevant parties to evaluate the concern and provide a written response to the volunteer or to schedule a discussion between the complainant and other volunteer(s) that were named in the complaint within two weeks *[Is this time interval adequate?]*. If a written complaint names a fellow volunteer(s) as the source of the concern, leadership will require that the complainant and the other named individual(s) meet with mediator from the Whatcom County Dispute Resolution Center to resolve the issue. (who will bear the cost of mediation?) The outcome of the review by SVCA's legal counsel or the mediation will be final unless new evidence or other circumstances warrant additional review of the concern.

Recordkeeping

The General Manager will maintain records of this process confidentially and securely.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Mike Brock, Maintenance & Facilities Manager
Date: January 25th, 2024
Subject: Capital Request – Fleet Replacement of Asset OP-1 & OP-12

Purpose

To request funding to replace maintenance vehicle OP-1 (2005 Chevrolet 3500) with a new Ram 3500 or equivalent.

Background

Maintenance vehicle OP-1 has reached its serviceable lifespan and is budgeted for replacement on the capital reserve study in 2024. There is significant rust on the frame of this vehicle, and it was placed out of service in 2023 due to safety concerns.

Analysis

While preparing the 2024 budget, the condition of SVCA maintenance vehicles were evaluated and the operational needs of the maintenance department assessed. In collaboration with maintenance staff, it has been determined that a four-wheel drive, one-ton flatbed truck, powered by a gas engine and equipped with a scissor hoist best meets the needs of our maintenance program. The existing snowplow that is mounted on OP-1 can be utilized on the new truck, and reflected within this request is an allowance to have it removed and installed on the new vehicle. We evaluated trucks produced by Ford, RAM, and Chevrolet that meet our criteria, and all three manufacturers have comparable trucks. Upon approval of this capital request, an available truck will be selected that meets our requirements and is priced within our allotted budget of \$90,480. Attached to this request is a quote for a RAM 3500 with the specifications and accessories that meet our requirements and budget.

During the process of evaluating our vehicles and equipment, it was determined that maintenance vehicle OP-12 (2003 Chevrolet 1500) has numerous repairs needed, such as front-end work, a new fuel pump, air bag replacement, and other repairs. Due to the age and overall condition of the vehicle, the cost of these repairs exceeds the value of the vehicle. It has been determined that if we replace the auxiliary fuel tank that this truck contains, this vehicle is no longer needed. Included in this request is an allowance to purchase a new auxiliary fuel tank for the new vehicle.

Both OP-12 and OP-1 will be decommissioned and traded in at the dealership with the purchase of the new truck. If the dealer is not able to accept them as trade, or their offer is below reasonable market value, based on Kelly Blue Book, the vehicles will be sold at auction or



Sudden Valley Community Association

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private sale. This evaluation will be completed by the Maintenance and Facilities Manager. The proceeds will be credited to the CRRRF account.

Proposal

Provide funding for the purchase of a RAM 3500 cab and chassis, equipped with the following accessories or an equivalent truck that meets our requirements, not to exceed \$90,480.00:

- \$62,636.95 – RAM 3500 Chassis Cab
- \$23,028.41 – Purchase and installation of a steel flatbed and accessories
- \$1,200.00 – Fuel transfer tank with pump
- \$3,418.72 – Remove snowplow from OP-1 and mount to new truck
- \$90,284.08 – Total

Request

Request up to \$90,480.00 for the purchase of the above proposal to be paid from CRRRF.

Motion 1

Move that the SVCA Board of Directors approve the allocation of \$90,480.00 from CRRRF for purchasing a new maintenance truck and authorize the Maintenance & Facilities Manger to work with the Finance Director on purchase and sale of these items.

Board of Directors Approval 1

Approved: _____ Not Approved: _____



**2024 MODEL YEAR
RAM 3500 CHASSIS
TRADESMAN REG CAB 60" C/A 4X4**

FCA US LLC

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$50,080**

RAM 3500 REG CAB CHASSIS 4X4

Exterior Color: Bright White Clear-Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
Engine: 6.4L V8 Heavy-Duty HEMI® MDS Engine
Transmission: 8-Speed Automatic 8HP75-LCV Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES

- Advanced Multistage Front Air Bags
- Manual Shift-On-The-Fly Transfer Case
- Anti-Spin Differential Rear Axle
- Electronic Stability Control
- Stationary Elevated Engine Idle
- Upfitter Electronic Module (VSM)
- Anti-Lock 4-Wheel Disc Brakes
- Ready-Alert Braking
- 730-Amp Maintenance-Free Battery
- 220-Amp Alternator
- Rear Heavy-Duty Stabilizer Bar
- Push-Button Start
- Sentry Key® Theft Deterrent System
- Active Grille Shutters
- Automatic Headlamps
- Low-Beam Daytime Running Headlamps
- Dashboard Pass-Thru Wire Circuits
- 52-Gallon Rear Fuel Tank

INTERIOR FEATURES

- Uconnect® 3 with 5-Inch Touch Screen Display
 - Integrated Voice Command
 - Full-Function Media Hub with 2-USB Plus Aux Port
 - Delete Front Center Seat
 - 12-Volt Auxiliary Power Outlet
 - Remote USB Port
 - Instrument Panel Mounted Auxiliary Switches
 - Air Conditioning
 - Behind the Seat Storage / Bin
 - Tilt Steering Column
 - Rear-View Day / Night Mirror
 - Driver / Passenger Assist Handles
 - Black Vinyl Floor Covering
 - Global Telematics Box Module (TBM)
 - Ram Connect (Connected Services) w/ Trial
- EXTERIOR FEATURES**
- 18-Inch x 8.0-Inch Steel Wheels
 - LT275/70R18E BSW On/Off-Road Tires
 - Manual-Folding Telescoping Black Mirrors
 - 7-Pin Trailer Wiring Harness

- Clearance Lamps
- Tinted Windshield Glass
- Tinted Glass Windows

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 2GA

- Electrical Accessory Group \$585
- Voltage-Monitoring Auto-Idle-Up System \$310
- Heavy-Duty Snow-Plow Prep Group \$1,880
- Tradesman Level 1 Equipment Group
- Upgraded Door Trim Panel

- Pwr Adj Heated TT Mirrors w/ Manual Fold/Telescope
- Power Windows with Front One-Touch-Down Feature
- Speed-Sensitive Power-Locks
- 40/20/40 Split Bench Seat
- Front Armrest with Cupholders
- Electronic Shift-On-The-Fly Transfer Case \$295
- 2-Way Power Lumbar Adjustable Driver Seat \$95
- ParkView® Rear Back-Up Camera Kit \$495
- Rear Backup Alarm \$145
- Tow Hooks \$95

Destination Charge

\$1,995

TOTAL PRICE: * \$55,975

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: SALTILLO, MEXICO

VIN: 3CT-WR9AJRG-110691

SHIP TO:

SOLD TO:

S.L.

0814-0

LA-YON: 6418



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.



Fuel Economy and Environment

Fuel Economy

N/A
combined city/hwy city highway

N/A gallons per 100 miles

You Spend

N/A

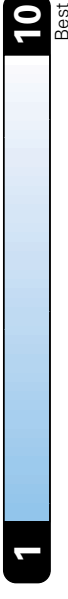
in fuel costs
over 5 years
compared to the
average new vehicle.

Heavy duty vehicle,
no label required.

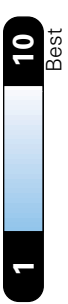
Annual fuel COST

N/A

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236



VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

Date/Time: Dec 30, 2023 03:03 PM

Buyer: Rafael Torres

Salesperson: Riley Cunningham

Phone: C: 3053424152

Address: 4 Clubhouse Cir

Bellingham, WA 98229

2024 Ram 3500 Chassis Cab, Body Type: Regular Cab Chassis-Cab RG110891

Color: Bright White Clearcoat, 10 Miles VIN:3C7WR9AJXRG110691

Purchase	0 Months @ 0%
\$ Down	Est. \$/Monthly
\$0	\$62,637

MSRP/Retail	\$55,975.00
Selling Price	\$55,975.00
Government Fee	\$750.00
Proc/Doc Fee	\$202.50
Total Taxes	\$5,709.45
Amount Financed	\$62,636.95

X

Customer Signature

Date

X

Manager Signature

Date

AALBU BROTHERS FABRICATION
19129 SMOKEY POINT BLVD. #1
ARLINGTON, WA. 98223
CHECK US OUT AT AALBUBROTHERS.COM

TO: RAFAEL TORRES
SUDDEN VALLEY
PHONE:
Rafael.Torres@suddenvalley.com

January 8, 2024

RE: SPEC'S & PRICING ON ONE (1) STRUCTURAL STEEL FLATBED
INSTALLED ON A NEW CLASS-3 CAB CHASSIS
WB CA 60 " DUAL REAR WHEELS GVWR LBS.

AS FOLLOWS:

10' OVERALL LENGTH STRUCTURAL STEEL FLATBED x 96" WIDE
3" "C" CHANNEL CROSS MEMBERS ON 16" CENTERS
"C" CHANNELS LONG SILLS
3" x 5" x 1/4" ANGLE IRON STEEL PERIMETER
FOUR (4) POST, CAB HEIGHT HEADBOARD W/ 1/2 & 1/2 EXPANDED-METAL WINDOW
TAPER HEADBOARD TO CAB
2" X 6" T&G FIR DECKING – SEALED
STAKE POCKETS FOR 3" CHANNEL
2" RECEIVER HITCH W/ D-RINGS AND RV STYLE PLUG-IN
ALL LEGAL – LED MARKER LIGHTS, REFLECTORS, & MUDFLAPS PER DOT REG'S.
FACTORY CHASSIS LIGHTS FOR STOP-TURN-TAIL & REVERSE.
HEAVY DUTY ICC DOCK BUMPER
PRIMED AND PAINTED ONE COLOR – BLACK

PRICE: **\$ 6,585.00**
PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.

OPTIONS AT TIME OF ORDERING ONLY:

SINGLE HIGH 2"X12" CONTRACTOR SIDE BOARDS	ADD \$ 1,358.00
18"X18"X24" BLACK STEEL UNDERBODY TOOL BOX	ADD \$ 965.00 EA
3/16" SMOOTH STEEL DECK IN LIEU OF WOOD	ADD \$ 2,150.00
3/16" TREADPLATE DECK IN LIEU OF WOOD	ADD \$ 2,620.00
2-POST RACK SYSTEM W/ STORAGE POCKETS AT HEADBOARD	ADD \$ 1,351.00
LED WORKLIGHTS BEHIND HEADBOARD SCREEN (X2 EA.)	ADD \$ 650.00

HOIST: RUGBY SR 4016 DIRECT MOUNT SCISSORS HOIST
9.2 TON WATER LEVEL CAPACITY @ 45 DEGREES
* W/ 30" OVERHANG
DOUBLE ACTING - **ELECTRIC** - PUSH BUTTON CONTROLS
POWER UP / POWER DOWN ADD \$ 8,010.00

Subtotal \$21,069.00
WSST @ 9.3% \$1,959.41
Total with WSST \$23,028.41

THANK YOU FOR THE OPPORTUNITY TO BID. IF YOU HAVE ANY QUESTIONS, PLEASE
DO NOT HESITATE TO CONTACT ME.

SINCERELY,
CHAD LITTLE
CONFIRMING P.O. # _____ SIGNATURE _____
STOCK # _____ VIN. # _____
SUDDEN VALLEY 10 FB 1 8 24



Sudden Valley Community Association

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

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Mike Brock, Maintenance & Facilities Manager
Date: January 25, 2024
Subject: Capital Request –Turf Care Building Remodel

Purpose

To request funding for HVAC replacement and the repair/refurbishment of specific elements of the Turf Care Building.

Background

SVCA’s 2024 budget includes \$117,177.00 for repair/refurbishment the Turf Care Building. This budget is the total of numerous remodel items identified in the reserve study.

Summary of Budgeted 2024 Turfcare Repairs		
Asset ID	Project Name	2024 Amount
1209	Turf Building Paint	\$ 12,480
1210	Turf Building Repair	\$ 46,800
1254	Turd Buiding Overhead Door Replacement	\$ 2,418
1283	Turf Electrical System Replacement	\$ 20,800
1208	Turf Fence Repair/Replace	\$ 6,864
1280	Turf Restroom Replacement	\$ 3,120
1205	Turf Sand Storage Roof Replacement	\$ 3,120
1207	Turf Vent System Repair/Replace	\$ 11,960
1211	Turf Washpad Refurbish	\$ 7,800
1281	Turf Water Heater Replacement	\$ 1,815
	TOTAL 2024 Budgeted Spend	\$ 117,177

It is unknown if previous repairs or improvements were made to this facility after it was constructed. Turf Care staff has identified a list of 4 interior rooms used daily by staff that need improvements: Breakroom, Drying Room, Bathroom, and Office. Improvements proposed for each of these rooms includes new configuration, new finishes, and enlarging/improving the bathroom to meet ADA requirements. Other items proposed include exterior painting, replacing 2 garage doors, and the addition of an exhaust fan in the Chemical Storage Room. In addition, HVAC improvements will be completed to include replacement of a failed furnace and replacing 4 base board heaters.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

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Analysis

We propose to split this project into three phases as identified in the attached summary from PNW, dated January 9th, 2024.

- Phase 1 – HVAC – Replace the furnace and 4 base board heaters in 2024. SVCA received quotes from 3 contractors. This scope of work will be completed prior to the remodel, and the HVAC contractor will get the necessary HVAC permits for this portion of the project.
- Phase 2 – Design & Permitting – This phase of the work will be completed in 2024. The timeline is dependent on Whatcom County’s permit review period but is expected to take at least 6 months to complete.
- Phase 3 – Remodel Construction – In the first quarter of 2025, implement the design that is permitted in 2024.

Phase 1

SVCA requested and received quotes from 3 contractors to complete this scope of work (see attached).

- Lynden Sheet Metal Inc. – Quoted \$6,121.78
- Marr’s Heating and Air Conditioning – Quoted \$12,684.48
- Barron Heating and Air Conditioning – Quoted \$9,009.46

After reviewing the quotes received, Lynden Sheet Metal was contacted to provide more detail. Their proposal does not provide enough detail to confirm their quote is comparable with the other two quotes received. We were unable to verify if their quote includes the necessary electrical work and associated permit, or thermostats/wall controls. For this reason, I recommend proceeding with Barron Heating and Air Conditioning’s proposal in the amount of \$9,009.46.

Phase 2

PNW’s proposal, dated January 9th, 2024, provides details on the individual components of this work, including design and permit applications provided by Sarah Brown, architect, and oversight/on-site facilitation provided by PNW. The cost is estimated to be \$9,755.00 for this phase.

Combined, the Phases 1 and 2 total \$18,764.46. Subtracting this amount from the available budget of \$117,177.00 leaves \$98,412.54 to be used for Phase 3 -remodel construction – to be completed in first quarter 2025. A separate funding request will be submitted after design and permitting is completed.

Request 1

Request \$9,009.46 for replacing the furnace and 4 base board heaters and authorize the General Manager to execute SVCA’s standard construction contract (see attached) with Barron Heating and Air Conditioning in the amount of \$9,009.46 per their quote dated January 11th, 2024.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Request 2

Request \$9,755.00 to proceed with design and permitting for Turf Care's Shop Remodel per PNW's summary dated January 9th, 2024.

Motion 1

Move that the SVCA Board of Directors approve the allocation of \$9,009.46 from CRRRF to fund the HVAC replacements and authorize the General Manager to execute SVCA's standard construction contract with Barron Heating and Air Conditioning for this work.

Motion 2

Move that the SVCA Board of Directors approve the allocation of \$9,755.00 from CRRRF for the design and permitting phase of the Turf Care Building Remodel.

Board of Directors Approval 1

Approved: _____ Not Approved: _____ SVCA Board of Directors

Board of Directors Approval 2

Approved: _____ Not Approved: _____ SVCA Board of Directors



January 9, 2024

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

RE: Project Scope Letter
Turf Care Maintenance Shop Remodel

PNW is providing this overall project scope letter to SVCA for the proposed Turf Care Maintenance Shop Remodel Project. SVCA’s 2024 budget includes \$117,177.00 (summary of numerous line items) for remodeling the Turf Care Maintenance Shop. A walk through was completed on 11-29-23 with Turf Care staff, PNW Services, and Sarah Brown Architecture & Design to review the scope. Turf Care’s requested scope of work includes:

- Remodeling the Breakroom, Drying Room, Bathroom, and Office. The work will include changing the layout, bringing the bathroom up to ADA standards, and new finishes.
- In addition, the exterior of the shop will be painted, an exhaust fan will be added to the Chemical Storage Room, 2 rollup doors will be replaced, and HVAC improvements will be completed.
- The project is being split into 3 phases:
 - o Phase 1 – HVAC – Improvements include replacing 1 furnace and 4 base board heaters. This scope of work is separate from the Design and Permitting scope listed above, and is planned to be completed in 2024. The units are proposed to be replaced in-kind, and the HVAC contractors will pull a mechanical permit with Whatcom County directly.
 - o Phase 2 – Design and Permitting – This will take place in 2024. The design and permitting is anticipated to take at least 6 months with the majority of that being Whatcom County’s permit review time. With the permit timeline unknown, the majority of construction is proposed to take place in winter of 2025.
 - o Phase 3 – Remodel Construction – The main remodel being designed and permitted this year, noted above, will be completed during the winter of 2025.

Summary of anticipated costs:

Phase 1 – HVAC	
- Scope of work completed by SVCA.	
Phase 2 – Design & Permitting Scope	
- Sarah Brown Architecture + Design – Remodel design and permitting.	\$6,000.00
- PNW Services, Inc. – Per Attached	\$1,755.00
- Permit Fees Allowance	\$2,000.00
Total Design & Permitting	\$9,755.00



Phase 3 – Construction	
- Under Separate Proposal	

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

Sincerely,

Tyler Andrews
President



December 5, 2023

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

Dear Tyler,

Thank you for walking me through and discussing the scope of the Sudden Valley Golf Maintenance Building Remodel. I am more than happy to help with the updates.

The following provides a summary description of the project we have discussed and describes the Agreement for Services between PNW Services Inc. (Client), and Sarah Brown Architecture + Design, Architect (Consultant). By signing this Agreement for Services, Client accepts the scope, fees and timing as set forth herein, including the attached "CONSULTANT CONTRACT PROVISIONS" which is fully incorporated into this Agreement for Services.

PROJECT SUMMARY DESCRIPTION

I appreciate all the information you and Mike Brock have sent to me to date. To summarize, the Golf & Turf Maintenance Shed Remodel will consist of updates to the existing restroom, drying room and break room along with coordination of the heating and ventilation updates to these same spaces and ancillary rooms. Any new finishes will be consistent with those used in the new Area Z Maintenance Facility.

SCOPE OF SERVICES TO BE PROVIDED

The scope of work provided by Consultant will include:

- Preparation of Contract Documents consisting of Architectural Construction Drawings for the remodel and improvement in the subject projects.
- A recommendation of finishes for the new maintenance facility will be included.
- Assist the client with the submission to Whatcom County for the project's building permit and respond to city review comments. All other construction permit submissions are the responsibility of the project Contractors.

SERVICES NOT PROVIDED

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



- Detailed Construction specifications.
- Fixtures or other equipment that have no permanent connection to the structure of the building.

PROJECT FEES

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

The estimated total fee for services under this agreement is \$6,000 but may vary depending on unforeseen issues (such as city questions or construction consulting) and the actual time required by the Consultant to complete this project.

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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Sarah Brown".

Sarah Brown

ACCEPTED:

By: _____

Date: _____



CONSULTANT CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

8. **OPINION OF PROBABLE COSTS** – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations,



feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Sudden Valley Community Association
Turf Care Shop Remodel
 PNW Estimate - Bid Package, Permitting, and Construction Management

Task	Description	Hours	Estimated Cost
Design Oversight	Oversight of Sarah Brown Architecture & Design, review drawings, and site visits as required.	8	
	Total Estimated Design Oversight Hours	8	\$ 1,080.00
	Permitting		
Permitting	Oversight of permit applications, facilitate signatures / submittals / permit fees.	5	
	Total Estimated Permitting Cost	5	\$ 675.00
	Contractor Bids		
Contractor Bids	Under separate proposal.	0	
	Total Estimated Bid Package Hours	0	\$ -
	Construction Management		
Construction Management	Under separate proposal.	0	
	Total Estimated Construction Management Hours	0	\$ -
	Total Estimated		\$ 1,755.00



5100 Pacific Hwy #103, Ferndale WA 98248 Phone (800) 328-7774 (360) 676-1131 <https://barronheating.com>

BILL TO

Sudden Valley Community Association
4 Clubhouse Circle
Bellingham, WA 98229 USA

ESTIMATE 190651730	ESTIMATE DATE Jan 11, 2024
------------------------------	--------------------------------------

JOB ADDRESS

Golf/ Maintenance Building / 2054 Lake Whatcom Blvd
2054 Lake Whatcom Boulevard
Bellingham, WA 98229 USA

Job: 190113425

ESTIMATE DETAILS

Commercial Estimate (Commercial):

BARRON HEATING IS PLEASED TO PROVIDE THE FOLLOWING INSTALLATION:

Removal and replacement of existing electric furnace with:

- Daikin AMST60DUI400 Electric furnace
- Daikin HKSC25DC 25 HW Heater package
- One Honeywell T4 Digital Programmable Thermostat
- Four Baseboard heaters for rooms including the breakroom, laundry-drying room, bath room, and office. With new wall controls for breakroom, laundry-drying room, and office with on board controls on the bathroom baseboard
- Low volt permit
- Mechanical permit
- Electrical permit
- Electrical work as required

WORK NOT INCLUDED BY BARRON

- Any work regarding wall/building envelope/roofing/exterior wall/alterations/patches/insulation/painting/finish work/relocation of security cameras and signage changes if required
- Engineering of or for Economizer/DOAS/Outside Air System, if required by AHJ (Authority Having Jurisdiction) (if required, can be obtained at additional cost)
- Mechanical Engineering Fees/Design (if required, can be obtained at additional cost)
- Electrical Engineering Fees/Design (if required, can be obtained at additional cost)
- Mechanical/Electrical Plan Review Fees/Design (if required, can be obtained at additional cost)
- Third party commissioning
- System air balancing
- Painting of ductwork, refrigeration lines, condensate, etc.
- Trim, paint, and sheetrock repair regarding the installation of the 4 baseboard heaters

WARRANTIES

Barron Heating provides a 1 year Parts and Labor Warranty.
No warranties expressed or implied on existing venting/mechanical/ductwork systems.

Payment to be made as follows: 50% DEPOSIT, BALANCE DUE ON COMPLETION

TASK	DESCRIPTION	QTY	PRICE	TOTAL
SUMMARY	Thank you for choosing Barron Heating & Air Conditioning Our Mission: Improving Lives	1.00	\$8,296.00	\$8,296.00
			SUB-TOTAL	\$8,296.00
			TAX	\$713.46
			TOTAL	\$9,009.46

Thank you for choosing Barron. We sincerely appreciate your business and hope that we exceeded your expectations.

Barron Heating provides a 1-year Parts and Labor Warranty.

No warranty expressed or implied on existing system and materials (i.e., ductwork, wiring, piping, etc.)

This invoice is agreed and acknowledged. Payment is to be made as follows: 50% DEPOSIT due upon acceptance with the BALANCE UPON COMPLETION. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts. [Pay Now](#)

NOTE: All Estimates subject to a pre-install Layout. Changes to Estimate at Owner approval and expense. The expiration date of Barron Heating's Contractor Registration No. BARROHA179D7: October 23, 2024.

This estimate shall expire if not accepted within 30 days of estimate date.

[Terms & Conditions](#)

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Did you know Barron offers a variety of energy solutions? From Energy Monitoring Services to Solar by Barron, our team can help you understand AND lower your energy costs.

Call our office or talk to your Barron technician for more information.

Barron Authorized Signature: _____ Date: _____

The expiration date of Barron Heating's Contractor Registration No. BARROHA179D7: October 23, 2024.

Sign here _____ Date _____



LYNDEN SHEET METAL INC.

837 Evergreen Street - Lynden, WA 98264
(360) 354-3991 Phone - (360) 354-1219 Fax
www.LyndenSheetMetal.com
Contractor License #LYNDEI*206DM

Table with customer information: CUSTOMER NAME (SUDDEN VALLEY COMMUNITY ASSOCIATION), PHONE (360-778-9393 MIKE), PROPOSAL DATE (01/11/2024), JOB SITE ADDRESS (2054 LAKE WHATCOM BLVD), MAILING ADDRESS (4 CLUBHOUSE CIR BELLINGHAM, WA 98229), CITY (BELLINGHAM), STATE (WA), ZIP (98229), EMAIL ADDRESS (MIKE.BROCK@SUDDENVALLEY.COM)

PROPOSAL # 94831.Rev 2
BID SUMMARY Pricing

Table with bid items: Install an Intertherm electric furnace, 20 kw in same location as existing electric furnace in closet of small mechanic shop. (\$4,511.00), Other Work: Replace four baseboard heaters in office(6ft), bathroom(3ft), lunch room(6ft) and drying room(8ft). Replacing like in kind (\$1,322.00), Whatcom County mechanical permit (\$104.00)

See next page for installation details, inclusions and exclusions

Summary table with terms and pricing: * All prices are based on payment with check or cash. Payment Terms: 50% deposit is required upon signing proposal. Other Terms: Buyer hereby declares that they hold title to the property... Price breakdown: Subtotal: \$5,937.00, 8.60% (\$510.58), SYSTEM COST: \$6,447.58, Less Deposit, REMAINING BALANCE: \$6,447.58

Table with rebate information: Available Rebates: FROM, AMOUNT (\$0.00), Financed By: Approval Code

Rebate checks come directly from the utility upon your submission of forms and are subject to approval by the utility company.

Signature section: ESTIMATOR'S SIGNATURE (Digitally signed by Kyle Kleindel, DATE), BUYER'S SIGNATURE (I authorize work to be done as specified, I acknowledge that if I cancel, I may be subject to a restocking fee on equipment, DATE, Prices good for 15 days after bid date)

Thank you for allowing us the opportunity to quote this project for you. We look forward to working with you.

INSTALLATION DETAILS & GUARANTEES

CUSTOMER NAME: SUDDEN VALLEY COMMUNITY ASSOCIATION

94831.Rev 2

SCOPE OF WORK:

Furnace - Electric
Electric baseboard heaters

INSTALLATION INCLUDES:

Remove and dispose of existing furnace.
Remove and dispose of existing electric baseboard heaters.
Install new furnace in existing location.
Install new baseboard heaters in existing locations. Office, bathroom, drying room and lunch room.
Furnace to be electric
Use existing furnace base.
Adapt supply air duct to new equipment
Install new filter rack on return air side of new furnace.
Install new thermostat for electric furnace in same place as existing.
Use existing thermostat wiring
LSM will be performing electrical work
Reconnect existing power to furnace
Leak check all new connections to gas, refrigeration or water lines of all equipment provided by Lynden Sheet Metal ;
proper startup and setup of all equipment provided by Lynden Sheet Metal ; review system operation and location of manuals with owner of all equipment provided by Lynden Sheet Metal , if applicable.

ITEMS THAT ARE ADDITIONAL OR NOT INCLUDED, UNLESS SPECIFICALLY NOTED OTHERWISE:

Sales Tax is not included in the base price and will show up as a separate line item on this proposal .
Tax will be added to all prices based on the current rate .
Any carpentry, if needed
Moving of items to allow clear access to the installation site.
Removal or relocation of any landscaping or sprinkler heads to place any outdoor unit.

SPECIAL NOTES

Base bid price does not include air cleaners, permits or electrical. They are shown as additional line items and options on the proposal.
Bid price does not include any carpentry or drywall work.
Bid price does not include any moving of items to gain clear access to the install area, such as vehicles, landscaping, sprinklers, boxes, furniture, decor, shelves, etc.
Bid price assumes the existing thermostat wiring is adequate and wire free of any shorts. If wiring needs to be replaced, it will be completed on a time and material basis.
To best keep your building warm on really cold days , we strongly recommend setting the thermostat at one temperature and leaving it there 24 hours per day. It is easier to maintain temperatures than to try to reduce or increase temperature in large amounts.
If static pressures are too high upon start up of equipment, it may be necessary to modify or add a return air duct or supply outlets. If needed this would be done on a time and material basis.
If blower fan or air flow volumes are higher than previous equipment it may be necessary to modify or add a return air duct or supply outlets. If needed this would be done on a time and material basis.
All heating and cooling equipment requires regular maintenance annually.

QUALITY INSTALLATION GUARANTEES

No Surprises: The price on the signed proposal is the price you pay for the approved scope of work. Any changes or additional work beyond the original scope of work, may result in additional charges.
Code Compliance: The installation will comply with all existing local codes.
Customer Respect: Our technicians will politely answer any questions or concerns you have regarding the installation. Our technicians will remove their shoes or put on shoe coverings and use drop clothes when working inside the home whenever possible. There are some instances where it is not practical to do so and we will always ask and let you know.
Our technicians will leave the job site as neat as they found it.

DUE TO THE SHORTAGE OF RAW MATERIALS, PRICING OF EQUIPMENT AND PARTS ARE FLUCTUATING FREQUENTLY. UNTIL THIS LEVELS OUT, WE CAN ONLY HOLD OUR PRICING FOR 15 DAYS

Thank you for allowing us the opportunity to quote this project for you. We look forward to working with you.



BILL TO

Mike Brock
4 Clubhouse Circle
Bellingham, WA 98229 USA

ESTIMATE 47113578	ESTIMATE DATE Dec 21, 2023
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JOB ADDRESS

Mike Brock
4 Clubhouse Circle
Bellingham, WA 98229 USA

Job: 47086536

ESTIMATE DETAILS

Electric Furnace & Baseboard Heaters:

- Remove and recycle existing equipment
- Set new equipment and adapt with custom sheet metal fittings as needed
- Seal new duct connections per code and company standard
- Reconnect to existing electrical circuit
- All holes drilled in home shall be sealed with proper sealant or weatherproof fittings
- Multi-point digital start-up checklist Including gas pressure and temperature rise test
- Job site shall be cleaned to Marr's Heating Standards
- Marr's Advantage plan membership (Includes free checkup during optimal time of the year)

EXCLUSIONS: Line voltage electrical if changes required

TASK	DESCRIPTION	QTY
1	Perform preventative Maintenance one year after installation	1.00
2	Basic permit city/county 1 pc. Equipment	1.00
3	AMERICAN STANDARD Air Handler - Electric Furnace 5-Ton VS-Silver Model #: AAH AMSTEM6B0C60H51SA	1.00
4	King Baseboard Heaters 1 - 8ft, 2000 watt 2 - 6ft, 1500 watt	4.00

1 - 3ft, 1000 watt

Each system comes with its own thermostat
All of the heaters and thermostats will be white in color
All heater will be 240v (Or 208v)

5	Honeywell T-4 Thermostat 1h/1c TH4110U 2005	1.00
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POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$11,680.00
TAX	\$1,004.48
TOTAL	\$12,684.48
EST. FINANCING	\$167.44

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

Warranty: All materials, parts and equipment are warranted by the manufacturers' or the suppliers' written certification only. Warranties listed above are guidelines, but the Manufacturer warranty certification is the only true way to know what warranty equipment and/or materials will carry. Equipment used in a commercial application for example will typically only have a 1 yr. warranty once the equipment is registered. All labor performed by Marr's Heating & Air Conditioning inc (Marr's) is warranted for a term of 1 year from the installation date. Marr's makes no other warranties, express or implied, and it's agents or technicians are not authorized to make such warranties on behalf of the Company. No warranty is expressed or implied on problems or comfort issues caused by existing equipment or materials, i.e. wires, pipes, ductwork, etc. The Marr's material and labor warranty does not cover damage to equipment caused by water, electrical power surges, abuse, neglect, misuse or acts of God.

Registration: New equipment must be registered by purchaser to obtain full manufacturer warranty. Marr's will try to assist you in registration, but registration and verification of registration is the responsibility of the purchaser

Payments Options, Terms, & Financing: Cash, Check, or Credit Card: Marr's Heating and Air Conditioning inc requires a 50% down payment, with final 50% payment due upon the day of installation. All accounts with an outstanding balance will be charged 2.0% monthly interest. All accounts with an outstanding balance after 30 days may be turned over to an outside collections agency and/or subject to other legal actions. Purchaser will be responsible for any and all legal or collection fees associated with an outstanding balance.

Exclusions: Carpentry, Cutting, patching, sheet-rock or painting is excluded from any and all work performed by Marr's Heating and Air Conditioning inc unless explicitly stated in the contract of services. Clearing the work area is the responsibility of the purchaser and shall be done before the installation. Unless explicitly included in the contract of services, any electrical circuit changes or modifications are not included.

Comfort: Marr's Heating and Air Conditioning inc does not express or imply that multi-story homes will be able to maintain a consistent temperature between floors without a Marr's prescribed addition of zoning in some capacity. Ductless heating and cooling systems are zonal by nature and Marr's does not express or imply that a ductless system in any capacity will be able to keep any rooms conditioned beyond the room in which the indoor unit is located. Marr's does not express or imply that air conditioning or heating systems will be able to maintain comfortable indoor temperatures in extreme temperatures, with extreme as defined by any temperature outside of the designated local ACCA design temperatures. Marr's does not express or imply that equipment which is sized for the future addition of air sealing or insulation upgrades will be able to maintain comfortable indoor temperatures. Marr's does not express or imply that the heating and cooling load calculation for equipment sizing is 100% accurate due to the amount of variability between structures, construction types, and climate variations.

Equipment substitutions: The equipment quoted meets 2022 efficiency standards. Marr's reserve the right to substitute equipment made for the new 2023 efficiency standards which may state a lower efficiency, but will in fact be of equal or greater efficiency (will deliver more heating or cooling per watt) than the equipment quoted.

Hazardous Materials: Asbestos and other hazardous materials, visible or unforeseen, which may be distributed during the proposed scope of work, shall be the sole responsibility of the customer.

Contractor registration no. MARRSHA070B7

This offer is valid for a period of 7 Days. Marr's will make every effort to hold costs down. However, if upon delivery, the

manufacturer has increased their price, then this additional increase will be reflected in the purchaser's final invoice.
PROPOSALS WITHOUT SITE VISIT: Any proposal given without a site visit (i.e. preliminary quotes, sales events, home shows, etc.) is to be considered preliminary and is subject to pending site visit with a final design consultation and an updated contract of services.

NOTICE OF INTENT TO FILE LABOR AND/OR MATERIAL LIEN: TO PURCHASER: Please take note that Marr's Heating and Air Conditioning inc will furnish materials, and/or equipment in the amount and of the value set forth on the face hereof, and/or will furnish labor at the value set forth on the face hereof, which will be used to improve the real property set forth under LOCATION on the face hereof, and that a LIEN MAY BE CLAIMED FOR ALL MATERIALS, SUPPLIES, EQUIPMENT OR LABOR FURNISHED:

All work will be completed in a workman like manner according to standard Company practices. Any pre-existing or unforeseen electrical, ductwork or venting issues could result in a change order above and beyond the proposal price and will only be executed upon written orders by customer and Marr's representative.

Cancellations: If customer cancels the job, customer will be responsible for paying for expenses incurred by Marr's at the rate of \$150 per hr. for administration and/or labor plus the cost of any materials that are not recoverable i.e. special duct fabrication, special order equipment, permits, restock fees, etc.

Sign here

Date

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: January 25, 2024
Subject: Capital Request –Asphalt Cart Path Repairs

Purpose

To request funding for asphalt repairs to the golf cart paths.

Background

The asphalt cart paths throughout the golf course have many defects, primarily areas where the asphalt has been raised by tree roots. This project will repair those isolated locations as identified in PNW's summary dated January 9th, 2024.

Analysis

Most of the repairs can be made by grinding the existing asphalt and overlaying. This approach does not disturb the soil and can be conducted outside of the watershed window for digging. Where full depth asphalt removal is needed, the area disturbed will be kept under 500 SF. By taking this approach, work can be conducted in the spring before the busy summer golf season.

Golf staff have identified a list of cart path sections that need repair. The total area identified is about 10,344 SF. Using an estimated cost per square foot of \$7.06, completing all repairs would cost \$73,029. The 2025 budget includes \$54,080 for the repair of cart paths. We propose to begin repairs in 2024 (one year ahead of the budgeted funding) because the Turf Care Building project (which is budgeted in 2024) will not be completed until 2025. Swapping the funding for these two projects makes best use of the capital funds available in 2024. If funding is approved, we propose to fix as many of the damaged areas as is possible with \$54,080. The remaining areas would then be addressed in following years (additional funding for cart path repair is available in the 2026 and 2027 budgets).

PNW's scope of work includes:

- Prepare Notice of Activity permit application to Whatcom County.
- Issue the project for bid to contractors, and then contract award.
- Repairing the identified asphalt locations. (Repairs are proposed to be completed this spring prior to the busy summer season).



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Request

Request \$54,080.00 to complete repairs to asphalt cart paths per PNW's summary dated January 9th, 2024.

Motion

Move that the SVCA Board of Directors approve the allocation of \$54,080.00 from CRRRF to complete asphalt repairs to the cart paths.

Board of Directors Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors



January 9, 2024

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

RE: Project Scope Letter
Asphalt Cart Path Repairs

PNW is providing this overall project scope letter to SVCA for the proposed Asphalt Cart Path Repairs Project. Summary of the project:

- The existing asphalt cart paths need repairs. Locations spread throughout the golf course have potholes, and tree root damage. This project is aimed to fix these spot locations by grinding the existing asphalt, and overlaying. Where full depth asphalt repairs are needed, the quantity will be kept to less than 500 SF as that is the maximum disturbance allowed during the winter in the Lake Whatcom watershed.
- The project will require a Notice of Activity permit application to be filed with Whatcom County, and that is included as part of this scope.
- The project is assumed to take place this spring before the busy summer season.
- Turf Care has met with WRS to preliminarily review the project, and WRS has given a budget of \$7.06/SF (\$6.50/SF plus WSST) to repair these areas.
- Upon project approval, bids will be issued to contractors for completing the repairs. Once bids are received it will be brought back for contract award.
- SVCA’s 2024 budget doesn’t include a line item for these repairs. However, the 2024 budget projects \$54,080.00 in 2025 to be available for repairs to the asphalt cart paths. The Turf Care Maintenance Shop Remodel (separate capital request) is proposed to have construction delayed until winter of 2025. Per the Turf Care Maintenance Shop Remodel capital request, there is \$98,412.54 proposed to be deferred in spending until 2025. Turf Care is requesting to borrow \$54,080.00 from these funds to complete asphalt repairs in 2024. Then in 2025 when these funds become available, they will reimburse the remodel funds.
- Attached is a list of locations identified for repair that totals 10,344 SF. Based on WRS’s preliminary budget, $\$7.06/\text{SF} \times 10,344\text{SF} = \$73,028.64$, all of the locations will likely not be repaired unless construction bids come in lower than the preliminary budget. Repair locations will be prioritized by Turf Care to fix the worst locations first with the \$54,080.00 budget available.

Summary of anticipated costs:

Asphalt Cart Path Repairs – Design & Permitting	
- Design – Completed by Turf Care	\$0.00
- Permitting – Notice of Activity permit application to Whatcom County – Allowance for Impact Design	\$2,000.00



- Permitting – PNW Services, Inc. – Per Attached	\$540.00
- Permit Fees – None anticipated.	\$0.00
Total Design & Permitting	\$2,540.00
Asphalt Cart Path Repairs – Construction	
- Prepare bid package and contract oversight – PNW Services, Inc. – Per Attached	\$1,080.00
- Construction Oversight – Assumed by Turf Care	\$0.00
- Construction Budget - \$54,080.00 less design, permitting, and contract oversight.	\$50,460.00
Total Construction	\$51,540.00
Asphalt Cart Path Repairs Total – Design, Permitting, Construction	\$54,080.00

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

Sincerely,

Tyler Andrews
President

Asphalt Repairs – Holes 1-6	UNIT PRICE	TOTAL PRICE
Hole # 1 – 272 SF		
4 x 50		
2 x 8		
2 x 8		
3 x 2		
4 x 4		
3 x 3		
3 x 3		
Hole # 2 – 2,377 SF		
8 x 20		
8 x 22		
8 x 40		
8 x 54		
8 x 120		
8 x 40		
3 x 3		
Hole # 3 – 379 SF		
3 x 3		
3 x 3		
8 x 12		
5 x 5		
8 x 30		
Hole # 4 – 41 SF		
3 x 3		
4 x 8		
Hole # 5 – 80 SF		
8 x 10		
Hole # 6 – 181 SF		
2 x 6		
8 x 20		
3 x 3		

Asphalt Repairs - Holes 7-12	UNIT PRICE	TOTAL PRICE
Hole # 7 – 761 SF		
3 x 3		
8 x 40		
2 x 8		
8 x 30		
8 x 22		
Hole # 8 – 16 SF		
2 x 8		
Hole # 9 – 184 SF		
3 x 8		
8 x 20		
Hole # 10 – no repairs needed		
Hole # 11 – 1128 SF		
8 x 40		
8 x 60		
8 x 15		
8 x 8		
8 x 8		
8 x 10		
Hole # 12 – 808 SF		
8 x 22		
8 x 30		
8 x 8		
2 x 4		
8 x 40		

Asphalt Repairs – Holes 13-18	UNIT PRICE	TOTAL PRICE
Hole # 13 – 868 SF		
3 x 8		
8 x 3		
8 x 10		
8 x 8		
8 x 4		
2 x 2		
8 x 80		
Hole # 14 – 56 SF		
8 x 4		
3 x 8		
Hole # 15– 1,645 SF		
8 x 40		
3 x 4		
3 x 3		
8 x 50		
8 x 40		
8 x 52		
8 x 21		
Hole # 16 – no repairs needed		
Hole # 17 – 808 SF		
8 x 10		
8 x 10		
2 x 2		
8 x 80		
2 x 2		
Hole # 18– 740 SF		
2 x 2		
2 x 2		
8 x 61		
2 x 2		
8 x 10		
8 x 10		
8 x 10		

Sudden Valley Community Association

Asphalt Cart Path Repairs

PNW Estimate - Bid Package, Permitting, and Construction Management

Task	Description	Hours	Estimated Cost
Design Oversight	By Turf Care staff.	0	
	Total Estimated Design Oversight Hours	0	\$ -
Permitting	Oversight of NOA permit application to Whatcom County.	4	
	Total Estimated Permitting Cost	4	\$ 540.00
Contractor Bids	Prepare bid package, and issue to contractors.	4	
	Review bids, prepare recommendation to SVCA, and issue contract.	4	
	Total Estimated Bid Package Hours	8	\$ 1,080.00
Construction Management	Assumed by Turf Care staff.	0	
	Total Estimated Construction Management Hours	0	\$ -
	Total Estimated		\$ 1,620.00