

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

### **Board of Directors Regular Meeting**

April 25th, 2024, 7:00 PM, IN PERSON, DANCE BARN

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

- Item 2) Consent Agenda
  - 2a. Minutes -- Amended March 14, 2024
  - 2b. Minutes Amended March 28, 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) Financial Report February 2024

### Item 6) Continuing Business

6a. Code of Conduct forms for Board signatures

- 6b. 2024 Road & Drainage Project Contract Award
- 6c. LRPC Strategic Planning Meeting Barn 8 Project
- 6d. Reallocation of Expense for Backhoe 420E Repair

Item 7) New Business

- 7a. Capital Request -- Adult Center HVAC & Water Heater Replacement
- 7b. Appointment of Safety Committee Members
- 7c. SVCA Views Contract Renewal
- 7d. Austin Creek Repair Updated Estimate & Report
- 7e. Request for Approval ACC Policies Update

Adjournment

**REGULAR SESSION OF THE BOARD OF DIRECTORS** 



Thursday, March 14, 2024 Minutes

### DATE AND LOCATION: Dance Barn CALLED TO ORDER AT: 7.02PM AUDIENCE MEMBERS: Not Recorded

### **BOARD MEMBERS PRESENT:**

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

### ATTENDING:

Staff Members: Jo Anne Jensen, General Manager. Kyle Kaltenbach, COS.

### **Call to Order**

President McLean called the meeting to order at 7:02PM. Land Acknowledgement and Anti-Racism Statement.

### 1. Director Van De Polder made a motion to amend the agenda by reversing the order of items 8a and 8b in Closed session.

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

### President Moved to Adopt the Amended Agenda.

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

### 2. Consent Agenda

Director Voldt made a request to discuss item 2b. for content. Discussed revising the President's response and amend before publication.

Motion By: Director Van de Polder Seconde		Seconded By	By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:	
In Favor: 6	Against:	Abstained	1	

Director Asai noted error in date on the 2/28/204 minutes. Noted to make correction before minutes published.

### 3. Announcements

**3a.** The new Director of Golf, Kevin LeDuc, was announced.

**3b.** Candidates for the Board vacancy have received two applications, closing date is 3/18/2024 so still time to apply. Interviews and appointment will take place at the regular Board meeting on 3/28/2024. Check needed early start time. Other Committee vacancies: ACC-needs five members, LRPC-needs 2-3 members.

### 4. Property owner comments.

Members made comments. Questions regarding unused space in Community Center. Boy Scout presentation of proposed project at AM PM Park.

### 5. GM Report

### 6. Continuing Business

6a. Code of Conduct/Grievance Procedure–Reviewed suggested revisions and additional language to further clarify the actual grievance procedure. Both documents will be brought back to the next meeting for approval. The Code had previously been finalized, but not voted on until both procedures could be approved.

The motion on the table is to bring back the code of conduct and the grievance procedures for our next meeting.

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

6b. Date for the facilities tour set for March 22<sup>nd</sup> 1:00-4:00 for those wishing to tour and the Strategic Planning Retreat will be March 23, 2024. It will start at 10:00 o'clock and go to 3:00pm.

### 6c. Marina Wet Slip Update

Per the Board's request, additional information was provided by the GM that the marina slips could cost more than anticipated after information from other marina engineering experts. The current price in the engineer's estimate is valid. The direction to the GM is that further engineering estimates will not be pursued at this time. Modifications could be made to the project to reduce the cost. It is premature at this time to try and get hard dollar amounts for a project scheduled to be six years out in 2029. We know this will be an expensive project and need to be certain how it will be funded.

### 7. New Business

### 7a. 2024 Events List and Calendar Discussion

**Motion:** We select the events and the dates for these events that Joanne has for Sudden Valley: presented to us in this memo for the 2024 event dates

Motion By: Director Bradley		Seconded By: Direc	Seconded By: Director Van De Polder	
Approved: X Not Approved:		Tabled:	Died:	
In Favor: Unanimous	Against:	Abstained		

### **7b. LRPC Board Appointments**

Motion: Nominate Sonia Voldt as second Board Director to the committee.

Motion By: AJ Tischleder		Seconded By: N/A	
Approved: X	Not Approved:	Tabled: Died:	
In Favor: Unanimous	Against:	Abstained	

Motion: Appoint Kyle Kaltenbach as staff member for LRPC.

Motion By: Director McLean		Seconded: N/A	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 5	Against: 1	Abstained: 1	

### 7c. Appeals Committee Alternate Member

**Motion:** Move to nominate Rob Gibbs as alternate Appeals Committee Member for the upcoming appeal.

Motion By: Director Van De Polder		Seconded: N/A	
Approved: X	Not Approved:	Tabled:	Died:
In Favor Unanimous	Against:	Abstained	

### 7d. Approval Requests

### i. Lien Fees

**Motion:** Move that the SVCA Board of Directors approve the increase of lien fees from \$475 to \$675 to reflect the increase in fees assessed by Whatcom County.

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

### ii. Pool Services Agreement

**Motion:** Move that the SVCA Board of Directors approve the 2024 pool services agreement with Cesco Solutions and authorize the General Manager to execute the agreement.

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

### 7e. Capital Requests

### i. Tennis Court Contract Award

**Motion 1:** Move that the SVCA Board of Directors approve the allocation of \$302,615.38 from CRRRF as change order funding to capital code 9723.05 for construction of the Core Area: Tennis Court Resurfacing & Fencing project.

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

### Motion 2:

**Motion:** Move that the SVCA Board of Directors approve contract award to Stremler Gravel, Inc. per their proposal dated February 9h, 2024, and authorize the General Manager to execute SVCA's standard construction contract.

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

### 8. Closed Session

Motion: Move to closed session at 9:09PM.

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

### **Motion:** Move to open session at 10:54PM.

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

**President McLean:** Coming back from closed session. There was some action taken on the appeal and that will be in our minutes.

### Motion: Move to adjourn.

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

### Adjourned: 10:55PM

Signed by: \_

Linda Bradley, Board of Directors Secretary



March 18, 2024

### RE: Notice of Decision – Appeal of Fines for 4 & 8 Spinnaker Lane

The Board met on March 14, 2024, to review the decision of the Appeals Committee on November 2, 2024, concerning fines for 4 and 8 Spinnaker Lane and related to the event held July 22, 2024.

After deliberations by the Board, the results of the Final Decision are as follows:

Carrie Van de Polder:

• \$100 disorderly conduct (no change)

Taimi Van de Polder:

- \$100 Noxious and offensive conduct (no change)
- \$500 Vandalism \$0 (fine waived)
- \$100 Lying to avoid penalty or responsibility \$0 (fine waived)
- \$100 Disorderly behavior or conduct (no change)

Keith R. McLean President Sudden Valley Community Association

### **REGULAR SESSION OF THE BOARD OF DIRECTORS**



Thursday, March 28, 2024 Minutes

### DATE AND LOCATION: Dance Barn CALLED TO ORDER AT: 6:02 PM AUDIENCE MEMBERS: Not Recorded

### **BOARD MEMBERS PRESENT:**

1. Keith McLean	4. Laurie Robinson	7.AJ Tischleder-excused	10. Robb Gibbs-excused
2. Taimi Van de Polder	5. Sonia Voldt	8. Stu Mitchell	11. Daniel Rodriguez
3. Linda Bradley	6. Rick Asai	9. Vacant	

### ATTENDING:

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

### Call to Order

President McLean Called the meeting to order at 6:02PM. Land Acknowledgement and Anti-Racism Statement.

### 1. President McLean announced Item 1 on the agenda.

### 2. Several motions were made to amend the agenda.

**Director Van De Polder** made a motion to remove item 9b. Resolution and charter for the Communications Committee.

Director Bradley made a motion to add Item 9d. funding for Hazard Tree request.

**Director Voldt** requested to amend the agenda to approve a new member of the Long-Range Planning Committee.

Motion: All in favor of these amendments.

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

### 3. Candidate Interviews.

- a. Barbara Wahli
- b. Ray Meador

### 4. Candidate Selection

Ray Meador Received 5 Votes and was appointed to the open seat on the Board of Directors. Barbara Wahli Received 2 Votes

### 5. Consent Agenda:

Pull Sudden Valley Item number 4, the consent agenda meeting minutes from March 14, 2024 for further review.

Motion By: Director Voldt		Seconded By:	
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained 1	

### 6. Announcements

Another upcoming Clean Green was announced by the GM. Director Voldt announced an upcoming meeting of the Long Range Planning Committee.

### 7. Homeowners Comments.

**1.** A member, a former GM, presented documents to the Board regarding a past project and reference to past SVCA Standard Operating Procedures.

2. A member addressed the need for the community to adopt more Firewise standards on our properties and announced a community event regarding Firewise with guest speakers to address the importance of Firewise.

3. A member addressed the Board regarding an ongoing complaint about a rental property.

### 7. Financial Report

### 8. Continuing Business

### Code of Conduct and Grievance Procedure

Move that we modify the SVCA Board and Committee code of conduct policy to list a blank line for a director's name and signature and date, as well as adopting our SVCA Resolution of Grievances policy.

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

### 9. New Business

### 9a) <u>Safety Committee:</u>

The Board approves the concept of an ad hoc Safety Committee. The first order of business shall be to write and submit to the Board for approval, the charter for the committee.

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

### 9b) Approval Request-Reserve Study Contract

Move that the Board of Directors of Sudden Valley accepts the 2024, Consolidated Level 3 Reserve Study. Update proposal, invoice from smart property for \$5,104.68 to be paid for from out of Operations to immediately begin the level 3 reserve study.

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

### 9c) Hazardous Trees

Move that additional funding of \$55,000 from UDR be provided for the continued removal of hazardous trees during the remainder of 2024.

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

### 9d) Committee Appointment

Move that the Board to approve Joshua Bowens as the newest member of the Long-Range Planning Committee.

Motion By: Director Vo	oldt	Seconded By N/	A	
Approved: X	Not Approved:	Tabled:	Died:	

In Favor: Unanimous	Against:		
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### Adjourned: 8:44 PM

Signed by: \_\_\_\_\_

Linda Bradley, Board of Directors Secretary

### Sudden Valley Community Association Balance Sheet February 29, 2024 and December 31, 2023

	Unaudited**	Unaudited**	
	Feb 29, 2024	Dec 31, 2023	Inc / (Dec)
OPERATIONS			
Current Assets	402.056	6 605 747	ć (202.004)
Operating Cash \$ Building Completion Deposit Fund	482,856 481,920	\$ 685,747 511,445	\$ (202,891) (29,525)
Member Receivables - Operations*	481,920	43,985	(43,985)
Other Receivables	17,767	17,562	(43,985) 205
Prepaid Expenses	181,217	70,215	111,002
Operating Lease ROU Assets	3,927	5,023	(1,096)
Inventory	7,201	5,659	1,542
Total Current Assets	1,174,888	1,339,636	(164,748)
Current Liabilities			
Accounts Payable	(102,427)	(225,485)	123,058
Accrued Vacation Liability	(64,748)	(64,195)	(553)
Accrued Payroll	-	(64,114)	64,114
Prepaid Assessments	(368,832)	(230,966)	(137,866)
Building Completion Deposits	(481,920)	(511,445)	29,525
Other Refundable Deposits	(5,796)	(5,796)	-
Operating Lease Liability	(3,927)	(5,023)	1,096
Prepaid Golf Memberships	-	(112,089)	112,089
Total Current Liabilities	(1,027,650)	(1,219,113)	191,463
Operating Reserve Funds			
Emergency Operating Cash	362,520	362,252	268
Undesignated Reserves Cash	332,026	306,265	25,761
Total Operating Reserve Funds	694,546	668,517 \$ 789.040	26,029 \$ 52,744
Net Operating Assets \$	841,784	\$ 789,040	\$ 52,744
CAPITAL			
Capital Current Assets			
CRRRF (Capital Repair & Replacement) Cash Fund	3,803,593	3,624,027	179,566
Roads Reserve Cash Fund	2,328,270	2,039,620	288,650
Board Density Reduction Cash Fund	87,724	87,688	36
Mailbox Cash Fund	130,668	126,445	4,223
CRRRF Capital Reserve Holding Cash	220,783	222,019	(1,236)
Mitigation Assignment of Savings Cash	49,711	49,688	23
LWWSD Assignment of Savings Cash	14,916	101,840	(86,924)
Member Receivables - Capital**	-	16,112	(16,112)
Total Capital Current Assets	6,635,665	6,267,439	368,226
·			
Capital Fixed Assets			
Fixed Assets	15,328,547	15,391,586	(63,039)
Finance ROU Assets	123,497	136,464	(12,967)
Lots Held for Sale	228,041	228,041	-
Total Capital Assets	15,680,085	15,756,091	(76,006)
Long Term Liabilities			
CRRRF Loan 2022	(1,756,456)	(1,799,425)	42,969
Finance Leases	(96,384)	(106,597)	10,213
Total Long Term Liabilities	(1,852,840)	(1,906,021)	53,181
NET ASSETS 🖇	21,304,694	\$ 20,906,549	\$398,145
NET ASSETS \$	21,304,694	\$ 20,906,549	\$398,145
MEMBER EQUITY			
Member Equity			
Current Year Net Income: Operations	153,745	434,153	(280,408)
Net Income: Rec Special Assmt	-	(180,468)	180,468
Transfers Out from Operations to Capital	(105,600)	(,,	(105,600)
Current Year Net Income: Capital**	245,800	1,516,019	(1,270,219)
Transfers Into Capital from Operations	105,600		105,600
Retained Earnings**	5,203,806	4,950,121	253,685
Capital**	15,701,343	14,186,724	1,514,619
TOTAL MEMBER EQUITY		\$20,906,549	\$398,145

\* 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 February 29, 2024, and December 31, 2023, the balances of receivables written off were \$703,755 and \$623,674, 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 transfee 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).

Income Statement Summary

REVENUE         Zurrent Year Dues & Assessments Income         Zurrent Year Dues & Assessments Income         Zurrent Year Supervise         Zurent	Year to Date - 2 Months Ending 2/29/2024						
Current Year Dues & Assessments Income       222,650       230,827       445,171         Bad Debt Reserve       (8,190)       (6,597)       (22,161)         Net Current Year Assessment Income       214,460       3,177       224,230       423,010       443       95.0%         Bad Debt Recoveries - Prior Years       3,750       3,750       3,325       3,325	Capital Reserves**						
Dues & Assessments Income         222,650         230,827         445,171           Bad Debt Reserve         (8,190)         (6,597)         (22,161)           Net Current Year Assessment Income         214,460         3,177         224,230         423,010         443         95.0%           Bad Debt Recoveries - Prior Years         3,750         3,750         3,325         3,325							
Bad Debt Reserve         (8,190)         (6,597)         (22,161)           Net Current Year Assessment Income         214,460         3,177         224,230         423,010         443         95.0%           Bad Debt Recoveries - Prior Years Golf Income         3,750         3,750         3,325							
Net Current Year Assessment Income         214,460         3,177         224,230         423,010         443         95.0%           Bad Debt Recoveries - Prior Years         3,750         3,750         3,325         3,325	461,506						
Bad Debt Recoveries - Prior Years         3,750           Golf Income         57,000         3,203         -         223,991         3,325	(18,541)						
Golf Income 57,000 3,203 - 223,991 3,325	442,965						
Golf Income 57,000 3,203 - 223,991 3,325	12,631						
	-						
Marina Income 139 139 - 645 645	-						
Rec Center & Pools Income 480 480 - 1,291 1,291	-						
Legal & Collections Income	-						
Other Income 17,783 10,869 - 31,298 17,500	-						
Rental Income - Other 125 (647) - 315 (615)	-						
Area Z Rental Income 827 827 - 4,757 (1,003)	-						
Lease Income 5,430 1,284 - 10,859 2,567	-						
New Home Construction Fees         3,500         3,500         -         3,500         3,500	-						
Capital Gain (Loss) on Sale of Assets	-						
Investment Income 680 589 3,730 1,426 1,243	7,612						
Total Revenue         300,424         23,421         231,710         701,092         28,896	463,208						
EXPENSES							
Salaries & Benefits 159,828 19,967 - 244,681 34,895							
Contracted & Professional Services 13,328 (5,024) - 25,418 (7,054)							
CC&Rs/ Mandates 36,667 535 - 77,381 (4,149)	_						
Maintenance & Landscaping         20,678         11,019         -         37,417         38,435							
Utilities 24,757 (4,574) - 35,559 (3,853)	_						
Administrative 10,541 (4,361) - 25,659 (3,762)	_						
Regulatory Compliance 21,684 (19,881) - 50,806 (44,344)	_						
Insurance Premiums 14,688 (457) - 29,377 (913)	_						
Other Expenses - 84 167	_						
Depreciation Expense 96,162	192,324						
Interest expense 6,023	8,972						
Total Expenses         302,171         (2,692)         102,185         526,298         9,422	201,296						
Net Income (Loss) (1,747) 20,729 129,525 174,794 38,318	261,912						
Other Activity							
Net Other UDR Activity*     10,845     23,489       AB Assruel     Dries Veer Bouestel     (42,085)	(16 112)						
AR Accrual - Prior Year Reversal - (43,985)	(16,112)						
AR Accrual - Current Year	-						
Vacation Liability Accrual         (1,948)         (553)           Total Other Activity         8.897         -         (21,049)	145 445						
Total Other Activity         8,897         -         (21,049)	(16,112)						
Grand Total Activity 7,150 20,729 129,525 153,745 38,318	245,800						

\*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.

### Reserve Cash Balance & Activity

### 2 Months Actual, 10 Months Projected

Less         CRRF Capital Reserve Holding Reserve Holding Reserve Holding Reserve Holding Reserve Holding National Service Savings*         Mitigation Assignment Savings*         Total Capital Reserve Fund Savings*         Image: Fund Reserve Fund Savings*         Image: Fund Savings*	UNAUDITED			Capit	al Reserve Fund	ls			Operating Reserve Funds					
Dues Received Storm Water Mitigation Plan Fee Investment Income         221,264         229,436         -         -         4,131         -         4         454,831         -         26,228         26,228         26,228         26,228         26,228         26,228         26,228         26,228         26,228         26,228         26,228         26,228         26,228         26,238         <		CRRRF	Roads	Reserve Holding	•	Mailbox	Assignment of		Emergency Ops	UDR				
Storn Water Mitigation Plan Fee Investment Income       -	Net Available Cash 12/31/2023	3,624,027	2,039,620	222,019	87,688	126,445	151,528	\$ 6,251,327	362,252	306,265	\$ 668,517			
Investment Income       4,568       2,729       164       36       92       22       7,612       268       230       498         Sale of Assets	Dues Received	221,264	229,436		-	4,131		454,831	-	26,228	26,228			
Sale of Assets       105,600       86,923       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       106,697       105,600       106,697       106,697       106,697       106,697       108,610       109,610       108,610<	÷		-					-			-			
Board Approved Transfers       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       105,600       106,697       106,697       108,697       108,697       108,697       108,697       108,705       106,697       106,697       106,697       106,697       100,607       <		4,568	2,729	164	36	92	22	7,612	268	230	498			
Mitigation Release       86,923       Mitigation Release       (86,923)       Mitigation Release       (86,923)       Mitigation Release       (151,866)       (130,438)       (1,400)       Mitigation Release       (183,705)       Mitigation Release       (183,705)       Mitigation Release       (183,705)       (183,705)       Mitigation Release       (183,705)       Mitigation Release       (183,705)       Mitigation Release       (197)         Net Available Cash at 2/2/2024       3,803,593       2,328,270       220,783       87,724       130,668       64,627       \$ 6,635,665       362,520       332,026       \$ 694,546         10 Month Outlook       1,070,347       1,100,886		-			-			-			-			
2024 Expenditures       (151,866)       (30,438)       (1,400)       -       -       (183,705)       (697)       (697)         Net Available Cash at 2/29/2024       3,803,593       2,328,270       220,783       87,724       130,668       64,627       \$ 6,635,665       362,520       332,026       \$ 694,546         10 Month Outlook       1,070,347       1,100,886       -       -       19,865       -       \$ 2,191,098       33,939       32,727       \$ 2,277       32,727       32,727       -       -       308       33,939       (1,50,68)       362,520       349,685       \$ 1,070,347       1,100,886       -       -       5 2,191,098       33,939       32,727       32,727       32,727       -		105,600					()	105,600			-			
Net Available Cash at 2/29/2024       3,803,593       2,328,270       220,783       87,724       130,668       64,627       \$       6,635,665       362,520       332,026       \$       694,546         10 Month Outlook Outlook - 2024 Dues (95% collections) Outlook - 2024 Dues (95% collections) Outlook - 2024 Dues (95% collections) Outlook - 2024 Dues (95% collections) (1,826,740)       1,100,886       87,724       19,865 308       \$       2,191,098       \$       \$       \$       2,2191,098       \$       \$       \$       2,2191,098       \$       \$       \$       9,865       \$       \$       2,191,098       \$       \$       \$       \$       \$       2,191,098       \$	•	-	,	(1.100)			(86,923)	-		(607)	-			
10 Month Outlook       0utlook - 2024 Dues (95% collections)       1,070,347       1,100,886       19,865       \$       2,191,098       32,727       - <t< td=""><td>2024 Expenditures</td><td>(151,866)</td><td>(30,438)</td><td>(1,400)</td><td>-</td><td>-</td><td></td><td>(183,705)</td><td></td><td>(697)</td><td>(697)</td></t<>	2024 Expenditures	(151,866)	(30,438)	(1,400)	-	-		(183,705)		(697)	(697)			
Outlook - 2024 Dues (95% collections)       1,070,347       1,100,886       19,865       \$       2,191,098       33,939       32,727	Net Available Cash at 2/29/2024	3,803,593	2,328,270	220,783	87,724	130,668	64,627	\$ 6,635,665	362,520	332,026	\$ 694,546			
Outlook - 2024 Dues (95% collections)       1,070,347       1,100,886       19,865       \$       2,191,098       33,939       32,727														
Outlook - Prior Year Collections       16,579       17,052       308       33,3939       33,3939       32,727 <td></td> <td></td> <td></td> <td></td> <td></td> <td>10.005</td> <td></td> <td></td> <td></td> <td></td> <td></td>						10.005								
CRRF Loan Payments for year 2024       (277,533)       (277,533)       (1,826,740)       (1,336,515)       (220,783)       (1,220,783)       (1,220,783)       (1,3448,665)       (1,5,068)       (15	. ,										ş -			
Obligated Expenses/Holdings       (1,826,740)       (1,336,515)       (220,783)       (64,627)       (3,448,665)       (15,068)       (15,068)         Net Usable Cash Balance 12/31/2024       2,786,247       2,109,693       -       87,724       150,841       -       \$ 5,134,505       362,520       349,685       \$ 712,205         Board Recommended Carryover Balance       (600,000)       (500,000)       -       \$ (1,100,000)       \$ -       \$ -         Net Usable Cash 12/31/2024, After Recommendation       \$ 2,186,247       \$ 1,609,693       \$ -       \$ 87,724       \$ 150,841       \$ -       \$ 4,034,505       \$ 362,520       \$ 349,685       \$ 712,205			17,052			308				32,727	32,727			
Net Usable Cash Balance 12/31/2024       2,786,247       2,109,693       -       87,724       150,841       -       \$ 5,134,505       362,520       349,685       \$ 712,205         Board Recommended Carryover Balance       (600,000)       (500,000)       -       \$ (1,100,000)       -       \$ -       \$ -         Net Usable Cash 12/31/2024, After Recommendation       \$ 2,186,247       \$ 1,609,693       \$ -       \$ 87,724       \$ 150,841       \$ -       \$ 4,034,505       \$ 362,520       \$ 349,685       \$ 712,205			(4.226.545)	(220 702)			(64.627)			(45.000)	-			
Board Recommended Carryover Balance       (600,000)       (500,000)       (500,000)       \$ (1,100,000)       \$ -       \$ (1,100,000)       \$ -       \$ -         Net Usable Cash 12/31/2024, After Recommendation       \$ 2,186,247       \$ 1,609,693       \$ -       \$ 87,724       \$ 150,841       \$ -       \$ 4,034,505       \$ 362,520       \$ 349,685       \$ 712,205	Obligated Expenses/Holdings	(1,826,740)	(1,336,515)	(220,783)			(64,627)	(3,448,665)		(15,068)	(15,068)			
Net Usable Cash 12/31/2024, After           Recommendation         \$ 2,186,247         \$ 1,609,693         \$ -         \$ 87,724         \$ 150,841         \$ -         \$ 4,034,505         \$ 362,520         \$ 349,685         \$ 712,205	Net Usable Cash Balance 12/31/2024	2,786,247	2,109,693	-	87,724	150,841	-	\$ 5,134,505	362,520	349,685	\$ 712,205			
Net Usable Cash 12/31/2024, After           Recommendation         \$ 2,186,247         \$ 1,609,693         \$ -         \$ 87,724         \$ 150,841         \$ -         \$ 4,034,505         \$ 362,520         \$ 349,685         \$ 712,205		(600.000)	(500.000)					ć (4.400.000)			<u> </u>			
Recommendation       \$ 2,186,247       \$ 1,609,693       \$ -       \$ 87,724       \$ 150,841       \$ -       \$ 4,034,505       \$ 362,520       \$ 349,685       \$ 712,205	Board Recommended Carryover Balance	(600,000)	(500,000)					\$ (1,100,000)			Ş -			
Net Current Year Cash Increase (Decrease) (837,780) 70,073 (222,019) 36 24,396 (151,528) \$ (1,116,822) 268 43.420 \$ 43.688	Recommendation	\$ 2,186,247	\$ 1,609,693	\$-	\$ 87,724	\$ 150,841	\$-	\$ 4,034,505	\$ 362,520	\$ 349,685	\$ 712,205			
Net Current Year Cash Increase (Decrease) (837,780) 70,073 (222,019) 36 24,396 (151,528) \$ (1,116,822) 268 43.420 \$ 43.688														
	Net Current Year Cash Increase (Decrease)	(837,780)	70,073	(222,019)	36	24,396	(151,528)	\$ (1,116,822)	268	43,420	\$ 43,688			

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

Sudden Valle	y Community Association
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<u>Whole \$</u>

### Operations - By Department February 1, 2024 to February 29, 2024 CURRENT MONTH

				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	16,060	15,894	-	7,622	47,834	(21,579)	(31,774)	1,937
Accounting	1,864	(1,595)	26,064	1,456	2,391	118	(26,591)	(21)
Administration	161	38	36,041	2,761	8,895	(1,485)	(44,775)	1,314
Common Costs	3,778	520	-	-	27,958	(2,749)	(24,180)	(2,229)
Facilities	6,256	2,110	3,508	1,004	18,911	(3,032)	(16,163)	82
Maintenance	-	-	34,344	(1,897)	4,375	3,651	(38,719)	1,754
Subtotal	28,119	16,967	99,957	10,946	110,364	(25,076)	(182,202)	2,837
Golf	57,000	3,203	50,054	3,620	25,255	711	(18,309)	7,534
Marina	239	239	-	-	832	541	(593)	780
Rec/ Pools/ Parks	605	(168)	9,817	5,401	5,891	1,168	(15,103)	6,401
Subtotal	57,844	3,274	59,871	9,021	31,978	2,420	(34,005)	14,715
Subtotal Operations before Ops Dues	85,963	20,241	159,828	19,967	142,342	(22,656)	(216,207)	17,552
Ops Dues Earned	222,650						222,650	
Curr Yr Bad Debts Activity	(8,190)					_	(8,190)	
Net Ops Dues	214,460	3,177				_	214,460	3,177
Net Operations	300,423	23,418	159,828	19,967	142,342	(22,656)	(1,747)	20,729
Other Operating Activity								
UDR Activity	11,081				236		10,845	
AR Accrual - Prior Year Reversal	-				-		-	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				1,948	_	(1,948)	
Total Other Operating Activity	11,081				2,184	-	8,897	
Grand Total Operations Activity	311,504	23,418	159,828	19,967	144,526	(22,656)	7,150	20,729

\* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

Sudden Valley	/ Community	Association
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<u>Whole \$</u>

### Operations - By Department January 1, 2024 to February 29, 2024 YEAR TO DATE

				YEAR TO DATE				
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	21,660	21,327	-	11,575	108,954	(52,389)	(87,294)	(19,487)
Accounting	3,480	(3,437)	40,687	2,225	3,063	1,952	(40,270)	740
Administration	268	52	54,793	4,406	14,456	4,450	(68,981)	8,908
Common Costs	10,717	4,200	-	-	58,733	(8,313)	(48,016)	(4,113)
Facilities	15,616	1,564	5,393	1,637	28,876	3,495	(18,653)	6,696
Maintenance	-	-	53,106	(1,662)	7,196	13,410	(60,302)	11,748
Subtotal	51,741	23,706	153,979	18,181	221,278	(37,395)	(323,516)	4,492
Golf	223,991	3,325	75,877	7,852	49,913	8,368	98,201	19,545
Marina	745	745	-	-	1,436	1,025	(691)	1,770
Rec/ Pools/ Parks	1,606	676	14,825	8,862	8,991	2,530	(22,210)	12,068
Subtotal	226,342	4,746	90,702	16,714	60,340	11,923	75,300	33,383
Subtotal Operations before Ops Dues	278,083	28,452	244,681	34,895	281,618	(25,472)	(248,216)	37,875
Ops Dues Earned	445,171						445,171	
Curr Yr Bad Debts Activity	(22,161)					_	(22,161)	
Net Ops Dues	423,010	443				-	423,010	443
Net Operations	701,093	28,895	244,681	34,895	281,618	(25,472)	174,794	38,318
Other Operating Activity								
UDR Activity	24,112				623		23,489	
AR Accrual - Prior Year Reversal	(43,985)				-		(43,985)	
AR Accrual - Current Year	-				-		-	
Vacation Liability Accrual	-				553		(553)	
Total Other Operating Activity	(19,873)				1,176	-	(21,049)	
Grand Total Operations Activity	681,220	28,895	244,681	34,895	282,794	(25,472)	153,745	38,318

\* Excludes Depreciation

B / (W) = Better / (Worse) Than Budget

### SUDDEN VALLEY COMMUNITY ASSOCIATION - LOTS & DUES ANALYSIS 2024

_				SVCA Owned Lots												SVCA Owned Lots																	
		Year P			ual Cur		D	ue	Du	ie	Actual Du	ie	D	ue	Pmt			al Prepa Current	t		Not Cu					Restri				LLE & CTB	Dues Exempt	Total Non Billable Lots	Total All Lots
	Vac	-	Total	Vac	Dev	Total	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev	Vac	Dev		Vac	Dev	Total	Vac			Perm	WD10	Avail.					
Jan	20	96	116			2,818	24	62	5	13	1	11	16	40	1	14			2,934	47	140	187		2,753		774	0	3	777	737	6		4,641
eb	22	104	126	303	2,508	2,811	14	59	10	22	3	6	15	42	1	12	325	2,612	2,937	43	141	184	368	2,753	3,121	774	0	3	777	737	6	1,520	4,641
Mar	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
Apr	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
May	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
Jun	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
Jul	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
Aug	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
Sep	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
Oct	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
Vov	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
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

LLE = Lot Line Eraser CTB = Covenant to Bind



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

### **CAPITAL REQUEST MEMO**

То:	Sudden Valley Community Association Board of Directors
From:	Jo Anne Jensen, General Manager
Date:	April 25, 2024
Subject:	Contract Award – 2024 Road & Drainage Construction

### <u>Purpose</u>

To request contract award and additional construction funding for 2024 Road & Drainage projects.

### **Background**

On February 22nd, 2024, the Sudden Valley Community Association (SVCA) Board of Directors approved \$699,000 for Deer Run Lane asphalt improvements (project 9924.4) and the replacement of 40 to 45 culverts. Also on that date, the Board approved \$30,000 for the completion of the Cold Spring Drainage Repair (project 9922.8). As a result of those approvals, the two projects were jointly put out to bid with eight contractors on March 18<sup>th;</sup> an addendum was issued on April 8<sup>th</sup>. Three contractors responded. Following is a summary showing the contractors included in the bid process:

- Granite Construction: Quoted
- Premium Services, Inc: Quoted
- Western Refinery Services, Inc.: Quoted
- Stremler Gravel, Inc.: No quote (Too busy)
- Tiger Construction: No quote (Too busy)
- Strider Construction Co., Inc.: No quote (Too busy)
- Ram Construction: No quote (Too busy)
- Dirt Works Bellingham, Inc.: No quote (Too busy)

Tabulation of the bid results and a copy of the bid package sent to contractors is available in PNW's memo dated April 11, 2024 (attached). The tabulation identifies Granite Construction as the low bidder.

### <u>Analysis</u>

Total funding of \$729,000 is available for the two projects. The following items are needed for project support:

•	Construction Management	\$37 <i>,</i> 125							
•	Engineering Layout (pre Construction)	\$3,000							
•	Asphalt Testing Allowance	\$4,000							
•	Monument Preservation (PowerTek Surveying)	\$9,500							
То	Total Project Support Budget \$53,625								



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Subtracting project support costs from the total funds allocated for these projects results in \$675,375 available for construction funding.

The bid package divides the project into four schedules of work:

Total for all Schedules:	\$916,153.21
<u>Schedule D: Additional Culverts</u>	\$270,843.46
<ul> <li>Schedule C: Culvert Replacements</li> </ul>	\$434,913.86
<ul> <li>Schedule B: Beaver Creek Bank Improvements (9922.8)</li> </ul>	\$30,137.60 <b>\$645,310.21</b>
<ul> <li>Schedule A: Deer Run Lane (9924.4)</li> </ul>	\$180,258.75
	<u>Granite Cost Est</u>

To stay on track with SVCA's Ten-Year Roads & Drainage Plan, all four schedules must be completed. Approved funding falls short by \$240,778.21.

I recommend that the Board of Directors approve this additional funding because:

- Delaying this portion of culvert work until 2025 will require that some of the work planned for 2025 will have to be delayed until 2026, creating a growing backlog;
- Costs for this work continue to rise, so it will be more expensive to do the work in 2025;
- Funding is available; the 2024 Capital Budget for roads includes an expected residual (after subtracting the reserves carry-over) of \$1,552,153.

### **Proposal**

I propose that the SVCA Board of Directors authorize the General Manager to execute SVCA's standard construction contract with PowerTek Surveying with a not to exceed amount of \$9,500 for the purpose of completing monument preservation on Deer Run Lane.

I propose that the SVCA Board of Directors approve \$240,779 in additional funding for Capital Project 9924.4 from the Roads Reserve Fund.

I propose that the SVCA Board of Directors approve Granite Construction, Inc. as the contractor for the 2024 Roads and Drainage projects (9924.4 & 9922.8) and authorize the General Manager to execute SVCA's standard construction contract with Granite Construction with a not to exceed amount of \$916,153.

### Motion 1

Move that the SVCA Board of Directors authorize the General Manager to execute SVCA's standard construction contract with PowerTek Surveying with a not to exceed amount of \$9,500 for the purpose of completing monument preservation on Deer Run Lane.



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### Motion 2

Move that the SVCA Board of Directors approve \$240,779 in additional funding for Capital Project 9924.4 from the Roads Reserve Fund.

### Motion 3

Move that the SVCA Board of Directors approve Granite Construction, Inc. as the contractor for the 2024 Roads and Drainage projects (9924.4 & 9922.8) and authorize the General Manager to execute SVCA's standard construction contract with Granite Construction with a not to exceed amount of \$916,153.

Approvals		
Motion 1		
Recommended:	Not recommended:	SVCA Finance Committee
Approved:	Not Approved:	Board of Directors
Signed:	Dat	e:
Keith McLean, SVCA Boa		
Motion 2		
Recommended:	Not recommended:	SVCA Finance Committee
Approved:	Not Approved:	Board of Directors
Signed:	Dat	e:
Keith McLean, SVCA Boa		
Motion 3		
Recommended:	Not recommended:	SVCA Finance Committee
Approved:	Not Approved:	Board of Directors
Signed:	Dat	e:
Keith McLean, SVCA Boa	rd President	



April 11, 2024

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

### RE: Project Scope Letter 2024 Road & Drainage Project – Contract Award

At the 2-22-24 Board meeting the 2024 Road Project was approved to proceed. The project was put out to bid and sent to 8 contractors, and SVCA received 3 quotes. The low bidder was Granite Construction, and PNW is recommending SVCA proceed with contract award to Granite. Attached for reference is the bid tabulation, and bid package.

- Granite Construction Quoted
- Premium Services Inc. Quoted
- Western Refinery Services, Inc. Quoted
- Stremler Gravel Inc. No Quote Too Busy
- Tiger Construction No Quote Too Busy
- Strider Construction Co., Inc. No Quote Too Busy
- Ram Construction No Quote Too Busy
- Dirt Works Bellingham, Inc. No Quote Too Busy

The approved capital request allocated \$699,000.00 for construction of Deer Run Lane asphalt improvements and replacement of numerous culverts. In addition, \$30,000.00 was allocated for construction of the Cold Spring Drainage Repair (SVCA Capital Code 9922.8). Combined, this allocated \$729,000.00 for construction funding. Of this, the following items are deducted for project support as identified in the approved capital request backup:

- \$37,125.00 Construction management.
- \$3,000.00 Engineering layout of Deer Run Lane prior to construction.
- \$4,000.00 Asphalt testing allowance for Deer Run Lane.
- \$9,500.00 Monument preservation on Deer Run Lane by PowerTek Surveying. This allocation was included in the Deer Run Lane engineer's estimate by Impact Design.
- \$53,625.00 is the total deduction.

After the above deduction a total of \$675,375.00 is available for construction funding in contract award to Granite Construction (\$729,000.00 total funds less \$53,625.00 project support).

Per the bid tabulation, there were 4 schedules of work. At the time of bid invitation, the sales tax rate was 8.6%; however, 4-1-24 the sales tax rate increased to 8.8%. The bid forms submitted by the contractors reflect 8.6%, but the bid tabulation reflects 8.8% and is the dollar amount referenced below.

- Schedule A Deer Run Lane
  - Granite's bid \$180,258.75
- Schedule B Beaver Creek Bank Improvements (SVCA Capital Code 9922.8)



- Granite's bid \$30,137.60
- Schedule C Culvert Replacements
  - Granite's bid \$434,913.86
- Schedule D Additive Alternate Additional Culverts
  - o Granite's bid \$270,843.46
- Combined, Granite's total bid for all schedules is \$916,153.66. This means Schedules A, B, and C can be fully awarded with an amount of \$645,310.21. In addition, a small portion, \$30,064.79, can be awarded from Schedule D to install additional culverts (\$675,375.00 available construction funding less \$645,310.21 Schedules A,B,C).

PNW recommends SVCA issue the following contracts utilizing SVCA's standard construction contract:

- PowerTek Surveying in the amount of \$9,500.00 for monument preservation per their attached quote dated 4-5-24.
- Granite Construction in the amount of \$675,375.00 per the available funding breakdown above. This contract is based on Granite's unit price proposal dated 4-10-24.

In addition, PNW recommends SVCA increase the project funding to cover the full bid amount by Granite Construction. By doing so,

- Additional funding in the amount of \$240,778.66 is needed (Granite's total bid \$916,153.66 less current funding \$675,375.00). This is a unit price bid, and it is possible there will be slight variations in final quantities. At this time, this amount is believed to be correct, but as construction progresses it is possible quantities might vary slightly to increase or decrease this amount. For example, pipe is installed and paid by the lineal foot. Existing culverts were measured, and new culverts were projected to develop the bid quantities. A small variation could be a slight change by 1'-2' in actual length installed at a specific location due to field adjustments during construction.
- SVCA recently received a new 10-Year Capital Plan for Roads and Drainage. In order for SVCA to stay on track with the plan, all of the bid schedules need to be completed. If the majority of Schedule D is not completed these culverts will need to be pushed to another year which will then push other scopes of work in the plan further out.
- Each year prices continue to rise wage rates increase, material prices keep going up, etc. It should be expected that if the majority of Schedule D is pushed to another year, it will cost more than proposed this year. How much more is unknown, but historical data is consistently showing everything keeps going up.

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

Sincerely,

Tyler Andrews President

## April 10, 2022 - Bid Tabulation

## Project: 2024 Road Project

malar				i	1				ł				-	
				Gran	Granite Construction Company	iction Con	npany	Premiu	um Ser	Premium Services Inc.		3	WRS	
Item #	Description	Quantity	Unit	Unit	Unit Price	Total		<b>Unit Price</b>	Total	al	<b>Unit Price</b>		Total	
	Schedule A - Deer Run Lane													
A1	Mobilization	1	ΓS	s	\$ 16,500.00 \$	\$ 16,5	00.00	16,500.00 \$ 50,000.00	s 0	50,000.00	50,000.00 \$ 850.00	\$ 00		850.00
A2	Temporary Traffic Control	1	ΓS	s	5,000.00	\$ 5,00	00.00	5,000.00 \$ 12,000.00	0 \$	12,000.00	12,000.00 \$ 5,000.00	S 00	4,1	5,000.00
	Temporary Erosion and Sediment													
A3	Control	1	LS	S	2,500.00	\$ 2,50	00.00	2,500.00 \$ 1,000.00	0 8	1,000.00	\$ 800.00	00 \$		800.00
A4	Bituminous Grinding	1100	SΥ	s	35.00	\$ 38,5	38,500.00	\$ 15.00	s 0	16,500.00	\$ 13.70	70 \$	15	15,070.00
A5	Pothole Repairs	62	SF	s	36.00	\$ 2,8,	2,844.00	\$ 100.00	s 0	7,900.00	\$ 42.00	\$ 00		3,318.00
	Shouldering - Crushed Surfacing													
A6	Top Course	54	TONS	S	80.00	\$ 4,32	4,320.00 \$	\$ 130.00	0 8	7,020.00	\$	60.00 \$	(*)	3,240.00
A7	HMA Cl. 1/2-IN PG 64-22 - Repairs	113	TONS	s	175.00 \$		19,775.00 \$	\$ 200.00	s 0	22,600.00	\$ 139.00	\$ 00	15	15,707.00
A8	HMA Cl. 1/2-IN PG 64-22 - Overlay	408	TONS	s	155.00	\$ 63,2,	63,240.00 \$	\$ 135.00	s 0	55,080.00	\$ 123.00	\$ 00	5(	50,184.00
<b>A</b> 9	Asphalt Berm	170	ΓE	s	10.00	\$ 1,70	1,700.00	\$ 20.00	s 0	3,400.00	\$ 13.(	13.00 \$	L N	2,210.00
A10	Raise Castings to Grade	10	ΕA	s	130.00	\$ 1,3(	1,300.00 5	\$ 1,200.00	s 0	12,000.00	\$ 200.00	\$ 00	C V	2,000.00
A11	Minor Changes	1	EST.	\$	10,000.00	\$ 10,00	10,000.00	\$ 10,000.00	s 0	10,000.00	\$ 10,000.00	\$ 00	10	10,000.00
	Schedule A Subtotal					\$ 165,679.00	79.00		s	197,500.00		÷	108	108,379.00
	WSST @ 8.8%					\$ 14,5	14,579.75		S	17,380.00		\$	5	9,537.35
	Schedule A Total w/ WSST					\$ 180,2	180,258.75		S	214,880.00		\$	117	17,916.35

# Schedule B - Beaver Creek Bank Improvements

B1	Mobilization	1	LS	S	1,700.00 \$	S	1,700.00	1,700.00   \$ 2,000.00   \$	00 S	2,000.00	Ś	2,000.00 \$ $1,500.00$	~	1,500.00
B2	Temporary Traffic Control	1	ΓS	s	500.00	\$	500.00	500.00 \$ 2,000.00 \$	\$ 00	2,000.00 \$		200.00	\$	200.00
	Temporary Erosion and Sediment													
B3	Control	1	LS	S	1,500.00 \$	S	1,500.00	\$ 1,800.	00 \$	1,800.00 \$	S	500.00	S	500.00
B4	Stream Diversion	1	ST	s	1,500.00 \$		1,500.00 \$ $1,400.00$ \$	\$ 1,400.	\$ 00	1,400.00	\$	1,400.00 \$ 1,500.00	\$	1,500.00
B5	Wall Repair	1	ΓS	S	15,000.00 \$		15,000.00 \$ 8,000.00 \$	\$ 8,000.	s 00	8,000.00	\$ \$	3,000.00 \$ 6,500.00	s	6,500.00
B6	B6 Restoration & Landscaping	1	ΓS	Ş	2,500.00 \$		2,500.00	\$ 7,500.	s 00	7,500.00	S	2,500.00	s	2,500.00
B7	Minor Changes	1	EST.	S	5,000.00	\$	5,000.00 \$ 5,000.00 \$	\$ 5,000.	s 00	5,000.00 \$ 5	s.	5,000.00	s	5,000.00
	Schedule B Subtotal					\$	27,700.00		s	27,700.00			s	17,700.00
	WSST @ 8.8%					s	2,437.60		S	2,437.60			S	1,557.60
	Schedule B Total w/ WSST					ۍ ا	30,137.60		S	30,137.60			S	19,257.60

### - la Schodulo C - Culvert Bo

	Schedule C - Culvert Replacements														
C1	Mobilization	1	$\Gamma S$	s	39,000.00 \$	s	39,000.00 \$ 20,000.00	\$ 2(	00.000,0	s	20,000.00 \$ 6,500.00	÷	6,500.00 5	æ	6,500.00
C2	Temporary Traffic Control	25	EA	s	500.00	s	12,500.00	S	200.00	s	5,000.00	S	300.00	<b>A</b>	7,500.00
C	Flagging	80	HRS	s	100.00	s	8,000.00	s	80.00	s	6,400.00	÷	70.00	æ	5,600.00
C4	Culvert Locations	25	EA	s	550.00	s	13,750.00	S	800.00	s	20,000.00	S	\$ 1,000.00 5	<b>A</b>	25,000.00
C5	12" Dia. Ductile Iron Pipe	85	LF	s	185.00	s	15,725.00	s	150.00	s	12,750.00	÷	190.00	æ	16,150.00
C6	12" Dia. ADS N-12 Pipe	742	LF	s	130.00	s	96,460.00	S	100.00	s	74,200.00	S	130.00	A	96,460.00
C7	18" Dia. ADS N-12 Pipe	588	LF	s	140.00	s	82,320.00	s	110.00	s	64,680.00	÷	250.00	Æ	147,000.00
C8	24" Dia. ADS N-12 Pipe	146	LF	s	155.00	s	22,630.00	S	125.00	\$	18,250.00	÷	250.00	æ	36,500.00
C9	Sawcutting	1449	LF	s	2.00	s	2,898.00	s	3.00	s	4,347.00	÷	5.00	æ	7,245.00
C10	ACP Trench Patch	3279	SF	\$	5.00	\$	16,395.00	\$	12.00	\$	39,348.00	\$	9.65	\$	31,642.35
C11	ACP Repairs	1241	$\mathbf{SF}$	s	9.00	\$	11,169.00	\$	15.00	\$	18,615.00	\$	9.55	\$	11,851.55

C12	C12 Ditching Type 1 - Jute Matting	329	LF	S	10.00 \$	\$ 3,	3,290.00 \$		30.00 \$		9,870.00 \$	s	20.00	Ş	6,580.00
C13	Ditching Type 2 - 2x4 Quarry Spalls	282	LF	÷	12.00 \$		3,384.00 \$		45.00 \$		12,690.00 \$	s	40.00	s	11,280.00
	Type 1 Catch Basin w/ Vaned														
C14	Frame & Grate	9	EA	S	2,000.00 \$ 12,000.00 \$ 1,300.00 \$	\$ 12,	000.00	\$ 1,3(	00.00		7,800.00 \$ 1,100.00	\$ 1,	100.00	S	6,600.00
	Type 1L Catch Basin w/ Vaned														
C15	C15 Frame & Grate	1	EA	S	2,000.00 \$		2,000.00 \$ 2,000.00 \$	\$ 2,0(	00.00		2,000.00 \$ 1,500.00	\$ 1,	500.00	s	1,500.00
C16	Sign Post Replacements	8	EA	÷	300.00	\$ 2,	2,400.00 \$ 250.00	\$ 25	50.00		2,000.00	s	\$ 250.00	s	2,000.00
C17	Tree Removal - Less Than 12" Diam	3	EA	s	150.00	~	450.00 \$ 600.00 \$	\$ 6(	00.00	~	1,800.00 \$	s	250.00	s	750.00
C18	C18 Tree Removal - 12" to 24" Diam.	1	EA	÷	150.00 \$		150.00 \$ 2,000.00 \$	\$ 2,0(	00.00		2,000.00 \$ 1,500.00	\$ 1,	500.00	s	1,500.00
C19	C19 Concrete Driveway Replacements	758	SF	S	12.00 \$		9,096.00 \$ 35.00 \$	s	35.00 5		26,530.00 \$	s	12.00	Ş	9,096.00
C20	CDF - Fill Existing 18" Dia. Pipe	112	ΤF	\$	10.00 \$		1,120.00 \$ 22.00	s	22.00 \$		2,464.00	\$	20.00	\$	2,240.00
C21	Utility Conflicts	1	EST.		\$ 15,000.00 \$ 15,000.00 \$ 15,000.00 \$	\$ 15,	000.00	\$ 15,00	00.00		15,000.00 \$ 15,000.00	\$ 15,	000.000	s	15,000.00
C22	C22 Minor Changes	1	EST.	s	\$ 30,000.00 \$		30,000.00 \$ 30,000.00 \$	\$ 30,00	00.00		30,000.00 \$ 30,000.00	\$ 30,	000.000	\$	30,000.00
	Schedule C Subtotal				•	\$ 399,	399,737.00		•1	96 39	395,744.00			÷	477,994.90
	WSST @ 8.8%				•	\$ 35,	35,176.86		•	ŝ	34,825.47			s	42,063.55
	Schedule C Total w/ WSST				•	\$ 434,	434,913.86		•.	\$ 43	430,569.47			S	520,058.45

# Schedule D - Additive Alternate - Additional Culverts

DI	Mobilization 1 LS	1	TS	s	10,000.00	Ś	10,000.00	Ś	1,000.00	s	1,000.00	s	500.00	Ś	500.00
D2	Temporary Traffic Control	21	EA	s	500.00	s	10,500.00	Ś	200.00	÷	4,200.00	s	300.00	s	6,300.00
D3	Culvert Locations	21	EA	s	550.00	s	11,550.00	Ş	800.00	\$	16,800.00	s	1,000.00	\$	21,000.00
	12" Dia. Solid Wall SDR17 HDPE														
D4	Storm Sewer Pipe	200	LF	S	25.00	S	5,000.00	Ś	80.00	Ś	16,000.00	S	40.00	S	8,000.00
D5	HDPE Pipe Anchors	9	EA	s	650.00	s	3,900.00	S	400.00	÷	2,400.00	s	350.00	s	2,100.00
D6	12" Dia. ADS N-12 Pipe	1258	LF	s	100.00	s	125,800.00	S	100.00	÷	125,800.00	s	125.00	÷	157,250.00
D7	18" Dia. ADS N-12 Pipe	210	LF	s	110.00	s	23,100.00	S	110.00	÷	23,100.00	s	240.00	s	50,400.00
D8	Sawcutting	1344	LF	s	2.00	s	2,688.00	Ś	3.00	\$	4,032.00	s	5.00	\$	6,720.00
D9	ACP Trench Patch	3307	$\mathbf{SF}$	s	5.00	s	16,535.00	Ş	12.00	s	39,684.00	s	9.65	\$	31,912.55
D10	ACP Repairs	230	$\mathbf{SF}$	s	9.00	s	2,070.00	Ś	15.00	\$	3,450.00	\$	9.55	\$	2,196.50
D11	Ditching Type 1 - Jute Matting	110	LF	s	10.00	s	1,100.00	Ş	30.00	s	3,300.00	s	20.00	\$	2,200.00
D12	Ditching Type 2 - 2x4 Quarry Spalls	582	LF	s	12.00	s	6,984.00	Ş	45.00	\$	26,190.00	\$	40.00	\$	23,280.00
	Type 1 Catch Basin w/ Vaned														
D13	Frame & Grate	9	EA	S	2,000.00	S	12,000.00	Ś	\$ 1,300.00	Ś	7,800.00	Ś	1,100.00	S	6,600.00
D14	Sign Post Replacements	L	EA	s	300.00	s	2,100.00	Ş	250.00	\$	1,750.00	s	250.00	\$	1,750.00
D15	Extruded Curb	20	LF	\$	100.00	\$	2,000.00	\$	50.00	\$	1,000.00	s	30.00	\$	600.00
D16	Tree Removal - Less Than 12" Diam	15	EA	s	150.00	s	2,250.00	Ş	600.00	\$	9,000.00	s	250.00	\$	3,750.00
D17	Tree Removal - 12" to 24" Diam.	1	EA	\$	150.00	\$	150.00	s	2,000.00	\$	2,000.00	s	1,500.00	\$	1,500.00
D18	Concrete Driveway Replacement	320	$\mathbf{SF}$	s	12.00	\$	3,840.00	s	35.00	\$	11,200.00	s	12.00	\$	3,840.00
D19	CDF - Fill Existing 12" Dia. Pipe	200	LF	s	10.00	s	2,000.00	Ś	20.00	s	4,000.00	s	20.00	\$	4,000.00
D20	CDF - Fill Existing 18" Dia. Pipe	537	LF	s	10.00	s	5,370.00	Ś	22.00	\$	11,814.00	s	20.00	\$	10,740.00
	Schedule D Subtotal					s	248,937.00			s	314,520.00			s	344,639.05
	WSST @ 8.8%					Ś	21,906.46			Ś	27,677.76			Ś	30,328.24
	Schedule D Total w/ WSST					Ś	270,843.46			Ś	342,197.76			S	374,967.29
	Total All Schedules w/ WSST					Ś	916,153.66			<b>-</b>	\$ 1,017,784.83			s	1,032,199.69



April 8, 2024

Attn: Bidders

RE: Sudden Valley Community Association (SVCA) Quote Request – 2024 Road Project Bid Set March 18, 2024

### Addendum #1 to the Bid Documents

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project, and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be understood that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

**Bid Form:** A new bid form is attached, and shall be submitted by contractors. No changes except at the bottom there is an acknowledgement of addenda added.

### Changes to Submittal Date: None

### **Changes to Drawings:**

- Drawings Schedule C & D
  - Drawing C10 All pipe trenches shall be backfilled with imported material. No native backfill will be allowed.

### End of Addendum No. 1

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



### April 8, 2024 – Addendum #1

Attn: Bidders

### Sudden Valley Community Association (SVCA) RE: **Bid Form – 2024 Road Project**

Bid submissions are due by 2:00pm on Wednesday, 4-10-24. Email bid submissions to tylera@pnwcivil.com.

Firm Name:\_\_\_\_\_

Bid Sch	nedule – 2024 Road Project				
Item #	Description	Quantity	Unit	Unit Price	Total
	Schedule A – Deer Run Lane				
A1.	Mobilization	1	LS	\$	\$
A2.	Temporary Traffic Control	1	LS	\$	\$
A3.	Temporary Erosion and Sediment Control	1	LS	\$	\$
A4.	Bituminous Grinding	1,100	SY	\$	\$
A5.	Pothole Repairs	79	SF	\$	\$
A6.	Shouldering – Crushed Surfacing	54	TONS	\$	\$
	Top Course				
A7.	HMA Cl. <sup>1</sup> / <sub>2</sub> -IN PG 64-22 – Repairs	113	TONS	\$	\$
A8.	HMA Cl. ½-IN PG 64-22 –	408	TONS	\$	\$
	Overlay				
A9.	Asphalt Berm	170	LF	\$	\$
A10.	Raise Castings to Grade	10	EA	\$	\$
A11.	Minor Changes	1	EST.	\$10,000.00	\$10,000.00
	Schedule A Subtotal				\$
	WSST @ 8.6%				\$
	Schedule A Total w/ WSST				\$

	Schedule B – Beaver Creek Bank Improvements			
B1.	Mobilization	1	LS	\$ \$
B2.	Temporary Traffic Control	1	LS	\$ \$
B3.	Temporary Erosion and Sediment	1	LS	\$ \$
	Control			
B4.	Stream Diversion	1	LS	\$ \$
B5.	Wall Repair	1	LS	\$ \$

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B6.	Restoration & Landscaping	1	LS	\$	\$
B7.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Schedule B Subtotal				\$
	WSST @ 8.6%				\$
	Schedule B Total w/ WSST				\$

	Schedule C – Culvert				
	Replacements				
C1.	Mobilization	1	LS	\$	\$
C2.	Temporary Traffic Control	25	EA	\$	\$
C3.	Flagging	80	HRS	\$	\$
C4.	Culvert Locations	25	EA	\$	\$
C5.	12" Dia. Ductile Iron Pipe	85	LF	\$	\$
C6.	12" Dia. ADS N-12 Pipe	742	LF	\$	\$
С7.	18" Dia. ADS N-12 Pipe	588	LF	\$	\$
C8.	24" Dia. ADS N-12 Pipe	146	LF	\$	\$
C9.	Sawcutting	1,449	LF	\$	\$
C10.	ACP Trench Patch	3,279	SF	\$	\$
C11.	ACP Repairs	1,241	SF	\$	\$
C12.	Ditching Type 1 – Jute Matting	329	LF	\$	\$
C13.	Ditching Type 2 – 2x4 Quarry	282	LF	\$	\$
	Spalls				
C14.	Type 1 Catch Basin w/ Vaned	6	EA	\$	\$
	Frame & Grate				
C15.	Type 1L Catch Basin w/ Vaned	1	EA	\$	\$
	Frame & Grate				
C16.	Sign Post Replacements	8	EA	\$	\$
C17.	Tree Removal – Less Than 12"	3	EA	\$	\$
	Diam.				
C18.	Tree Removal – 12" to 24" Diam.	1	EA	\$	\$
C19.	Concrete Driveway Replacement	758	SF	\$	\$
C20.	CDF – Fill Existing 18" Dia. Pipe	112	LF	\$	\$
C21.	Utility Conflicts	1	EST.	\$15,000.00	\$15,000.00
C22.	Minor Changes	1	EST.	\$30,000.00	\$30,000.00
	Schedule C Subtotal				\$
	WSST @ 8.6%				\$
	Schedule C Total w/ WSST				\$

	Schedule D – Additive Alternate – Additional Culverts			
D1.	Mobilization	1	LS	\$ \$
D2.	Temporary Traffic Control	21	EA	\$ \$

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D3.	Culvert Locations	21	EA	\$ \$
D4.	12" Dia. Solid Wall SDR17 HDPE	200	LF	\$ \$
	Storm Sewer Pipe			
D5.	HDPE Pipe Anchors	6	EA	\$ \$
D6.	12" Dia. ADS N-12 Pipe	1,258	LF	\$ \$
D7.	18" Dia. ADS N-12 Pipe	210	LF	\$ \$
D8.	Sawcutting	1,344	LF	\$ \$
D9.	ACP Trench Patching	3,307	SF	\$ \$
D10.	ACP Repairs	230	SF	\$ \$
D11.	Ditching Type 1 – Jute Matting	110	LF	\$ \$
D12.	Ditching Type 2 – 2x4 Quarry	582	LF	\$ \$
	Spalls			
D13.	Type 1 Catch Basin w/ Vaned	6	EA	\$ \$
	Frame & Grate			
D14.	Sign Post Replacements	7	EA	\$ \$
D15.	Extruded Curb	20	LF	\$ \$
D16.	Tree Removal – Less Than 12"	15	EA	\$ \$
	Diam.			
D17.	Tree Removal – 12" to 24" Diam.	1	EA	\$ \$
D18.	Concrete Driveway Replacement	320	SF	\$ \$
D19.	CDF – Fill Existing 12" Dia. Pipe	200	LF	\$ \$
D20.	CDF – Fill Existing 18" Dia. Pipe	537	LF	\$ \$
	Schedule D – Additive Alternate			\$
	– Additional Culverts Subtotal			
	WSST @ 8.6%			\$
	Schedule D – Additive Alternate			\$
	– Additional Culverts Total w/			
	WSST			

Acknowledgement of Addendums: \_\_\_\_\_

By:\_\_\_\_\_\_Signature of Authorized Person

Date:

Note: Submit proposed force account rates for labor and equipment with Bid Form.

Print Name & Title:\_\_\_\_\_



March 18, 2024

Attn: Bidders

### RE: Sudden Valley Community Association (SVCA) Quote Request – 2024 Road Project

SVCA is requesting quotes for the 2024 Road Project. The project includes 4 schedules of work:

- Schedule A Deer Run Lane Complete asphalt repairs, and overlay existing road.
- Schedule B Beaver Creek Bank Improvements Remove failed section of gabion basket headwall to a culvert, and replace with armor rock.
- Schedule C Culvert Replacements Replace 25 existing culverts.
- Schedule D Additive Alternate Additional Culverts Replace up to 21 additional existing culverts as budget allows.

SVCA has approximately \$670,000.00 for construction of this project. The contract will be awarded based on the combination of all schedules including Schedule D, the additive alternate. It is anticipated Schedules A, B, and C can be completed for less than \$670,000.00. Assuming so, additional culverts will be added from Schedule D up to the full amount of funds available. The culverts have been identified in order of priority for replacement in both Schedule C and D. If \$670,000.00 isn't adequate to complete all of Schedule C, then culverts will be removed from the bottom of the list.

### **Summary of Work:**

- 1. The project will go in front of SVCA's Finance Committee on Wednesday, 4-17-24, and then the Board on Thursday, 4-25-24, for contract award. NTP is anticipated 5-6-24, or upon contract execution.
- 2. All work is assumed to be completed under 1 mobilization.
  - a. Contractor may work 1 or multiple locations at a time.
  - b. Once a location is started, the contractor is required to continuously work until complete under typical working hours/days. Culvert replacements can have temporary surfacing installed after installation, and then asphalt patching completed at the end.
  - c. Contractor shall follow the Lake Whatcom Watershed soil disturbance requirement to not exceed 500SF from October 1<sup>st</sup> thru May 31<sup>st</sup>.
- 3. Permits:
  - a. Schedules A, C, and D are being completed under a Notice of Activity (NOA) permit with Whatcom County. This notice and approval are anticipated to be completed by mid-April.
  - b. Schedule B A HPA is expected from WDFW this spring. This permit review has been underway for many months. Once received, it will be provided to the contractor, and if any design revisions are required, they will be handled under change order. It is anticipated this work will need to be completed 6-1-24 to 9-30-24, if similar to other HPA's SVCA has received in nearby locations.
- 4. Schedules A, B, and C have 50 working days to complete. SVCA will work with the contractor for additional working days if Schedule D work is completed. Substantial



completion is Friday, 9-13-24. Liquidated damages shall be assessed at \$500.00 per day for any days incurred after 9-13-24 or over 50 working days. Inclement weather is incidental to the substantial completion date. Final completion is Monday, 9-30-24.

- 5. SVCA work hours are 8:00am 7:00pm Monday through Friday, and 8:00am 6:00pm Saturday.
- 6. Contractor shall provide a schedule to SVCA within 2 weeks of contract execution.
- SVCA will allow contractor staging in the overflow parking lot located across from Gate 5 along Lake Louis Road. There is very limited staging available at each work location. Upon completion, contractor shall restore the surface of the staging area to match preconstruction.
- 8. Fridays are garbage/recycling day at SVCA. Contractor shall not interfere with this pickup. If Contractor plans to have the road obstructed on Fridays, other arrangements shall be coordinated by the Contractor for garbage/recycling collection. Asphalt paving will not be allowed on Friday's.
- 9. Survey:
  - The project is intended to be a field fit project, and a licensed surveyor isn't required. The engineer will coordinate with the contractor to identify repair locations ahead of starting.
  - Deer Run Lane The engineer will identify project limits and paint out repair locations prior to contractor starting. SVCA's surveyor will coordinate with contractor to asbuilt existing monuments prior to construction and expose them after overlay.
- 10. If contractor needs water, a hydrant is available with a water meter located at Area Z (SVCA's Maintenance Shop).
- 11. Traffic control per MUTCD and WSDOT standards.
- 12. Installation shall follow WSDOT specifications and standards.
  - a. Reference attached asphalt specification. All asphalt joints shall be sealed, and road shall be tac-coated prior to overlay.
- 13. Force account work to receive 15% markup. Contractor to provide proposed force account rates for labor and equipment with Bid Proposal.
- 14. Owner will hire a testing agency.
- 15. Contractor shall provide Performance and Payment Bonds. Bid bonds are not required.
- 16. This is a private project, and prevailing wages are not applicable.
- 17. Contractor shall warranty work for 1 year from final completion.

### **Bid Item Clarifications:**

- Schedule A Deer Run Lane
  - Bid Item A2 Temporary Traffic Control
    - Contractor may close the road to thru traffic during work hours. Access shall be maintained for homeowners and deliveries. Contractor is required to have a person at both ends of the road to coordinate traffic during closures. No closures are allowed on Friday or Saturday.
    - Contractor may close isolated locations during work hours. For example, at station 5+30.9 there is a pothole to repair. Contractor may close the road at this location and direct traffic around. If contractor elects to do



this, there shall be a dedicated spotter at the work location coordinating traffic with the traffic coordinators at both ends of the road.

- Full closure will be allowed for 5 days between the hours of 8:00am and 6:00pm. Contractor shall provide door notices to each residence 72 hours in advance of road closures. No road closures are allowed on Friday or Saturday.
- Bid Item A5 Pothole Repairs
  - This item includes sawcutting, removal of asphalt, excavation, and placement of CSTC. Asphalt placement is included in Bid Item A7.
- Bid Item A9 Asphalt Berm
  - Placement of berms will be directed by the engineer. The intent of the berm is to keep water from flowing down driveways. Berm size is approximately 1' wide and 2" tall.

### - Schedule B – Beaver Creek Bank Improvements

- Bid Item B2 Temporary Traffic Control
  - If contractor intends to take a lane for construction, a dedicated traffic spotter shall be onsite.
- o Bid Item B5 Wall Repair
  - This item includes removal of the existing wall, and replacement. There is a drainpipe going through the existing wall. This drainpipe will be removed, and not reinstalled. The ditch shall be minorly filled to drain away from the wall.
- Bid Item B6 Restoration and Landscaping
  - This item covers site restoration, planting of 5 trees, and removal of ivy on 4 trees. New trees to be 2" caliber.

### - Schedule C – Culvert Replacements

- Bid Item C2 Temporary Traffic Control
  - Contractor may close the road when nearby detour routes are available. If road closure is planned, the contractor shall set a Type 3 Barricade with Road Closed Ahead / Local Access Only sign at the nearest intersection on both sides, and another Type 3 Barricade with Road Closed located on both sides of the work zone.
  - If nearby detour routes aren't available, the contractor should plan on maintaining 1 lane access with steel plate cover as needed.
  - Contractor shall plan to have 1 designated traffic spotter onsite whenever work is occurring at culvert locations. Traffic spotter shall assist directing traffic as needed.
- Bid Item C3 Flagging
  - This item is an allowance if flagging is required. The intent is all work is completed with a traffic spotter under item #2 above. Flagging will be utilized for busy roads when 1 lane traffic must be maintained.
- Bid Item C4 Culvert Locations



- This item covers mobilizing within SVCA between culvert locations, and any incidentals not covered under separate bid item.
- $\circ$  Bid Items C5 8 Pipe Installation
  - These items include demolition (except sawcutting covered under Item 9), excavation, bedding, pipe installation, and backfill.
  - Both ends of pipe shall be armored with quarry spalls.
  - The trench shall be patched with cold mix upon completion until asphalt is installed.
  - New culverts are generally proposed to be installed where existing culverts are located to avoid utility conflicts.
  - Contractor shall note that every culvert location will likely cross at least 1, if not numerous utilities, and that often the communications and power lines are direct buried without conduit.
  - If contractors use a vactor truck, they may use the pit located at Area Z for dumping the truck. The contractor shall clean the pit upon completion and dispose of the material offsite.
  - The Culvert Table spreadsheet includes average culvert depth at each location. This is approximate and is provided for contractor convenience.
- Bid Item C10 ACP Trench Patch
  - The quantities shown on the Culvert Table spreadsheet are for contractor reference. The width is the maximum width SVCA will pay up to. If the contractor elects to not use shoring, and additional asphalt patching width is required it shall be incidental to Item C4 Culvert Locations.
- Bid Item C11 ACP Repairs
  - Some of the culvert locations have asphalt defects next to them. This item includes removal of existing asphalt, subgrade preparation to include 2" of CSTC, and asphalt patching. Sawcutting is covered under Item C9.
- Bid Item C16 Sign Post Replacements
  - Existing signs shall be removed for contractor access where necessary. The existing signs shall be mounted to a new pressure treated 4x4 post, and reinstalled.
- Bid Item C17 and C18 Tree Removals
  - Contractor shall remove trees as directed when tree is in direct conflict with pipe trench. Contractor may leave stump in place if trench allows.
  - Contractor may take tree logs to Area Z (SVCA's Maintenance Shop) and leave for community firewood. Logs shall be 4" diameter or larger. All other debris shall be disposed of by contractor.
- Bid Item C19 Concrete Driveway Replacement
  - Concrete shall be a 4,000psi, 3-day mix with fiber. Jointing shall match existing layout, and be brush finished.
- Bid Item C21 Utility Conflicts
  - As noted above, contractor shall anticipate working around utilities. This item will apply if:



- Existing utilities create a conflict for removing existing culvert / installation of new culvert. For example, a communication line is installed inside of the existing culvert.
- A few of the culverts will be abandoned, and new alignments installed if utilities are discovered during installation that require reworking of trench, or exploration is required.
- Utilities are encountered that aren't located or are mismarked.

### - Schedule D – Additive Alternate – Additional Culverts

- Reference Schedule C notes for Schedule D bid items.
- Bid Item D4 12" Dia. Solid Wall SDR17 HDPE
  - Pipe shall be installed above ground, and secured with Item D5.
  - Pipe ends shall be armored with quarry spalls.

### Attachments:

- 1. Bid Form 3 Pages
- 2. Schedule C & D Culvert Table 2 Pages
- 3. Asphalt Specification 3 Pages
- 4. Drawings Schedule A 7 Pages
- 5. Drawings Schedule B 5 Pages
- 6. Drawings Schedule C & D 10 Pages
- 7. SVCA Standard Contract 12 Pages

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Questions shall be directed to Tyler Andrews at <u>tylera@pnwcivil.com</u> or 360-739-2072. Contractors are encouraged to independently visit the site; no formal pre-bid is scheduled. Bids are due by 2:00 pm on Wednesday, 4-10-24. Email bid submissions to <u>tylera@pnwcivil.com</u>.



March 18, 2024

Attn: Bidders

### Sudden Valley Community Association (SVCA) RE: **Bid Form – 2024 Road Project**

Bid submissions are due by 2:00pm on Wednesday, 4-10-24. Email bid submissions to tylera@pnwcivil.com.

Firm Name:\_\_\_\_\_

Bid Sch	nedule – 2024 Road Project				
Item #	Description	Quantity	Unit	Unit Price	Total
	Schedule A – Deer Run Lane				
A1.	Mobilization	1	LS	\$	\$
A2.	Temporary Traffic Control	1	LS	\$	\$
A3.	Temporary Erosion and Sediment Control	1	LS	\$	\$
A4.	Bituminous Grinding	1,100	SY	\$	\$
A5.	Pothole Repairs	79	SF	\$	\$
A6.	Shouldering – Crushed Surfacing	54	TONS	\$	\$
	Top Course				
A7.	HMA Cl. <sup>1</sup> / <sub>2</sub> -IN PG 64-22 – Repairs	113	TONS	\$	\$
A8.	HMA Cl. ½-IN PG 64-22 –	408	TONS	\$	\$
	Overlay				
A9.	Asphalt Berm	170	LF	\$	\$
A10.	Raise Castings to Grade	10	EA	\$	\$
A11.	Minor Changes	1	EST.	\$10,000.00	\$10,000.00
	Schedule A Subtotal				\$
	WSST @ 8.6%				\$
	Schedule A Total w/ WSST				\$

	Schedule B – Beaver Creek Bank Improvements			
B1.	Mobilization	1	LS	\$ \$
B2.	Temporary Traffic Control	1	LS	\$ \$
B3.	Temporary Erosion and Sediment	1	LS	\$ \$
	Control			
B4.	Stream Diversion	1	LS	\$ \$
B5.	Wall Repair	1	LS	\$ \$

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B6.	Restoration & Landscaping	1	LS	\$	\$
B7.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Schedule B Subtotal				\$
	WSST @ 8.6%				\$
	Schedule B Total w/ WSST				\$

	Schedule C – Culvert				
	Replacements				
C1.	Mobilization	1	LS	\$	\$
C2.	Temporary Traffic Control	25	EA	\$	\$
C3.	Flagging	80	HRS	\$	\$
C4.	Culvert Locations	25	EA	\$	\$
C5.	12" Dia. Ductile Iron Pipe	85	LF	\$	\$
C6.	12" Dia. ADS N-12 Pipe	742	LF	\$	\$
C7.	18" Dia. ADS N-12 Pipe	588	LF	\$	\$
C8.	24" Dia. ADS N-12 Pipe	146	LF	\$	\$
C9.	Sawcutting	1,449	LF	\$	\$
C10.	ACP Trench Patch	3,279	SF	\$	\$
C11.	ACP Repairs	1,241	SF	\$	\$
C12.	Ditching Type 1 – Jute Matting	329	LF	\$	\$
C13.	Ditching Type 2 – 2x4 Quarry	282	LF	\$	\$
	Spalls				
C14.	Type 1 Catch Basin w/ Vaned	6	EA	\$	\$
	Frame & Grate				
C15.	Type 1L Catch Basin w/ Vaned	1	EA	\$	\$
	Frame & Grate				
C16.	Sign Post Replacements	8	EA	\$	\$
C17.	Tree Removal – Less Than 12"	3	EA	\$	\$
	Diam.				
C18.	Tree Removal – 12" to 24" Diam.	1	EA	\$	\$
C19.	Concrete Driveway Replacement	758	SF	\$	\$
C20.	CDF – Fill Existing 18" Dia. Pipe	112	LF	\$	\$
C21.	Utility Conflicts	1	EST.	\$15,000.00	\$15,000.00
C22.	Minor Changes	1	EST.	\$30,000.00	\$30,000.00
	Schedule C Subtotal				\$
	WSST @ 8.6%				\$
	Schedule C Total w/ WSST				\$

	Schedule D – Additive Alternate – Additional Culverts			
D1.	Mobilization	1	LS	\$ \$
D2.	Temporary Traffic Control	21	EA	\$ \$

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D3.	Culvert Locations	21	EA	\$	\$
D3. D4.	12" Dia. Solid Wall SDR17 HDPE	200	LA	\$	<u> </u>
D4.	Storm Sewer Pipe	200	LI	φ	φ
D5.	HDPE Pipe Anchors	6	EA	\$	\$
D5.	12" Dia. ADS N-12 Pipe	1,258	LIX	\$	\$
D0.	18" Dia. ADS N-12 Pipe	210	LF	\$	\$
D7. D8.	Sawcutting	1,344	LF	\$	\$
D8. D9.	ACP Trench Patching	3,307	SF	\$	\$
D9. D10.	ACP Repairs	230	SF	\$	\$
		110	LF	\$	\$
D11.	Ditching Type 1 – Jute Matting			\$ \$	<u> </u>
D12.	Ditching Type 2 – 2x4 Quarry Spalls	582	LF	2	\$
D13.	Type 1 Catch Basin w/ Vaned	6	EA	\$	\$
	Frame & Grate				
D14.	Sign Post Replacements	7	EA	\$	\$
D15.	Extruded Curb	20	LF	\$	\$
D16.	Tree Removal – Less Than 12"	15	EA	\$	\$
	Diam.				
D17.	Tree Removal – 12" to 24" Diam.	1	EA	\$	\$
D18.	Concrete Driveway Replacement	320	SF	\$	\$
D19.	CDF – Fill Existing 12" Dia. Pipe	200	LF	\$	\$
D20.	CDF – Fill Existing 18" Dia. Pipe	537	LF	\$	\$
	Schedule D – Additive Alternate				\$
	– Additional Culverts Subtotal				
	WSST @ 8.6%				\$
	Schedule D – Additive Alternate				\$
	– Additional Culverts Total w/				
	WSST				

By:\_\_\_\_\_\_Signature of Authorized Person

Date:\_\_\_\_

Print Name & Title:\_\_\_\_\_

Note: Submit proposed force account rates for labor and equipment with Bid Form.

		oximately 36' CB. From CB CB alignment	t pipe and fill	ew CB in line from existing proximately 8' roximately 37' :h at edge of	2	l install 2 CB's existing 12" drainage;	unt. tion. Pipe	coordinate	Tawny Cir. Sated next to	oned, and new irt way down existing 24"	ng lot. Existing extend ditch	t for access,	ի Harbor View	nd install new .	iiddle of Rocky 'nstall Type 1L amera and	100' south of asphalt patch	Cascade Lane. or View Dr.	with Harbor " at outlet	imately 200'	low rock wall led for pipe be completed		te driveway.	diam.	rce account. et to drain.	diam.	visting pipe	t damage.	
sa		Install new pipe at existing initet, and extend approximately 36' to be 1' from edge of asphalt, and inistall Type 1 CB. From CB install 48' of pipe to existing outlet location. New CB alignment	sweeps pipe away from trees. Abandon existing pipe and fill with CDF	Remove existing CB at entrance corner, install new CB in line with existing road crossing pipe approximately 5' from existing pipe intet creating low point in asphalt. Install approximately 3' of pipe from CB to new pipe inter in ditch, and approximately 37 of pipe to outlet. From outlet install shallow ditch at edge of activation and connect to existing ditch, not net the		Install CB's in front of both end sliding doors, and install 2 CB's on west side of Tall Barn with pipe to outlet at existing 12" outlet. Gravel to be graded to provide positive drainage;	grading to be completed on force account. Located at end of road past LWWSD pump station. Pipe	connects to existing CB and daylights. SVCA to coordinate contractor access with LWWSD.	Culvert crosses under concrete driveway and Tawny Cir. Culvert crosses under end of road. and inlet is located next to	When the second station. Existing pipe to be abandoned, and new pipe alignment installed. Outlet to be located part way down bank, and install quarty spall outfall extending to existing 24" outlet.	Culvert located under Strawberry Falls Trail parking lot. Existing pipe is 24", but new pipe to be 12". From inlet extend ditch claaning un bill extending nast 7 drivewave culverts	Culvert crosses under Amberland Way at intersection with Harbor View Drive. Remove 2 cladar trees at inleft for access, anorroximately 10° diam.	Culvert crosses under Plum Ln at intersection with Harbor View Drive.	Abandon existing culvert to avoid tree conflicts, and install new alignment with outlet between trees.	Existing pipe connects to another pipe with T in middle of Rocky Ridge next to Sudden Valley Drive. At Tlocatton install Type 11. CB. Location of T is unknown, contractor to camera and determine location.	Culvert crosses Harbor View Dr. approximately 100' south of tersection with Deer Run Lane. Replace settled asphalt patch next to pipe crossing.	Culvert crosses Harbor View Dr. on north side of Cascade Lane. On NW side replace aligatored asphalt on Harbor View Dr.	Culvert crosses under Green Hill at intersection with Harbor View Drive. Clean ditch for 60' at inlet, and 57' at outlet extending to culvert inlet.	Culvert crosses under Harbor View Drive approximately 200' north of Sudden Valley Drive.	Inlet connects to existing manhole. At inlet shallow rock wall will need to be rebuilt around manhole as needed for pipe installation. Rock wall removal/reconstruction to be completed	on force account. Inlet connects to existing catch basin.	Outlet connects to existing catch basin in concrete driveway. Culvert crosses under Misty Ridge Ct	Remove one tree near outlet, approx. 8" diam.	Remove and replace culvert headwall under force account. Raise pipe invert approximately 1' to allow outlet to drain.	Remove one tree near outlet, approx. 24" diam. Shift nine outlet approximately 5-ft northerly avery from tree	ric pipe outlet approximately 2.1. Remove existing pipe section accessible during pipe	remaining pipe with CDF. Shift pipe outlet laterally to minimize tree root damage.	
Notes		e at existing inlet edge of asphalt, ¿ )e to existing outl	away from trees. Aba with CDF	ing CB at entranc bad crossing pipe ing low point in a to new pipe inlei et. From outlet i		iront of both end of Tall Barn with	ing to be comple and of road past l	existing CB and daylights. SVCA t contractor access with LWWSD.	ses under concres s under end of ro	station. Existing pipe it installed. Outlet to tall quarry spall outfa. outlet.	under Strawbern ut new pipe to be	ses under Amberland Way at i Drive. Remove 2 cedar trees a approximately 10" diam	s under Plum Ln at ir Drive.	ng culvert to avo. gnment with out	nnects to another pipe wit sudden Valley Drive. At T lo on of T is unknown, contrac determine location.	Culvert crosses Harbor View Dr. intersection with Deer Run Lane. next to pipe	Harbor View Dr.	es under Green Hill at intersect . Clean ditch for 60' at inlet, an extending to culvert inlet.	es under Harbor View Drive app north of Sudden Vallev Drive.	to existing manl be rebuilt around ck wall removal/i	on force account. let connects to existing ca	cts to existing cat	e one tree near c	replace culvert h vert approximate	e one tree near o	tend upstrem en	remaining pipe with CDF.	
		Install new pip to be 1' from 6 install 48' of pip	sweeps pipe a	Remove exist with existing rc pipe inlet creati of pipe from CB of pipe to outl		Install CB's in f on west side outlet. Grav	gradi Located at ∈	connects to	Culvert cros	LWWSD pump pipe alignmen bank, and inst	Culvert located pipe is 24", bu cleaning i	Culvert cross Harbor View E	Culvert crosses	Abandon existii ali	Existing pipe co Ridge next to S CB . Locatio	Culvert crosse intersection wit	Culvert crosses On NW side r	Culvert cross View Drive.	Culvert crosse	Inlet connects will need to I installation. Roi	Ξ	Outlet connec	Remov	Remove and Raise pipe in	Remove Shift pipe outle	roots and ex section acce	Shift pipe or	
CDF		0 ,62												67												45		112 F
Concrete Driveway (sf)		320							187													251						758 SF
Removals - 12" to 24"																									7			1 EA
Tree Removals - < 12" Diam.												2											1					3 EA
Tree Extruded Curb Removals - < 12" Diam.																												0 5
Sign Post E		D		г					1		1	1						1			1	2	4					8 EA
rype 1L Catch Basin		o													Ħ													1 EA
Type 1 Catch Type 1L Catch Basin Basin		0 1		г		4																						6 EA
Ditching - Type 2 - Quarry Spall		0		55							110							117										282 LF
Ditching - Type 1 - Jute Matting		0			99 47 76	87																				20		329 LF
Additional ACP Patching (sf)	567	0		567										45	06	70	469											1241 SF
ACP Trench Patching (sf)	0			108				077	80			132	216	168	180	168	144	140	144	168	196	60 136	115	92	161	280	175	3279 SF
ACP Trench Width (ft)		۵		4				7	~ S			Q	9	9	Q	7	9	Ŋ	9	7	7	4 4	ĿЮ	4	7	7	7	
ACP Trench Length (ft)		46		27				ç	16			22	36	28	30	24	24	28	24	24	28	15 34	23	23	23	40	25	
Sawcutting (ft)		92 40		65				ç	68 40			44	72	56	140	81	129	56	48	48	56	78 68	46	46	46	80	50	1449 LF
Average Culvert Depth (ft)		4.5 4.5		0.5	4.0 5.0	0.5 3.5		6.0	3.5	4.0	3.5	5.0	5.0	5.0	4.0	6.5	5.0	4.0	5.5	7.0	7.0	4.0 3.5	6.0	4.0	7.0	6.0	7.0	
ADS 24" Diameter (ft)								ç	43			43															60	146 FT
ADS 12" ADS 18" ADS 24" Average Diameter (ft) Diameter (ft) Diameter (ft) (ft)		85 59						28						42		40	41	46	42	43	53				50	60		588 FT
ADS 12" Diameter (ft)					12 93 42	205			23	46	40		51		32							34 44	42	48				742 FT
Ductile Iron HDPE 12" 12" Diameter Diameter (ft) C																												0 E
Ductile Iron 12" Diameter (ft)				45	Ş	64																						85 FT
SVCA 2024 Culvert Replacements Culvert ID Zone Number Approximate Address		o Park Dr Park Dr		oox Entrance	Maintenance Parking Maintenance Parking Btwn Maintenance/Tall Barn	Toward Community Garden Tall Barn Drainage		erry Ct	Fork Ln	13 Strawberry Cyn Ct	ork Ln	Jr View Dr	ım Ln	ple Ct	Ridge Dr	r View Dr	r View Dr	n Hill Rd	r View Dr	r View Dr	or View	shoe Cir Park Dr	Park Dr	dge Loop	29 Sunnyside Ln	- Park Dr	Leaf In	
		230 Polo Park Dr 230 Polo Park Dr		Gate 1 Mailbox Entrance	Maintenance Parking Maintenance Parking Btwn Maintenance/Tall B	Toward Community Ga Tall Barn Drainage		Newberry Ct	24 Lost Fork Ln	13 Strawbé	7 Lost Fork Ln	142 Harbor View Dr	28 Plum Ln	46 Maple Ct	2 Rocky Ridge Dr	54 Harbor View Dr	99 Harbor View Dr	55 Green Hill Rd	10 Harbor View Dr	46 Harbor View Dr	125 Harbor View	8 Horseshoe Cir 66 Polo Park Dr	168 Polo Park Dr	5 River Ridge Loop	29 Sunn	150 Polo Park Dr	18 Big Leaf In	
24 CUIVE		Zone 9 Zone 9		Zone 1	Area Z Area Z Area Z	Area Z Area Z		Zone 3A	Zone 3B	Zone 3B	Zone 3B	Zone 3C	Zone 3C	Zone 3C	Zone 3D	Zone 3D	Zone 3D	Zone 3D	Zone 3D	Zone 3D	Zone 3D	Zone 9 Zone 13	Zone 13	Zone 13	Zone 13	Zone 13	Zone 5	- Totals
	Schedule C	403 404		FND67	FND 68.2 FND 68.3 FND 68.4	FND 68.1 FND Area Z		FND 21.2	202 176	433	402	103	66	214	122	117	FND 30	109	120	118	110	39 27	20	55	78	1	13	Schedule C - Totals

## SVCA 2024 Culvert Replacements

Nrtes	Connect to existing upstream CB. Remove and rebuild outlet rock wall on force account	Existing custom outlet rock wall - remove and rebuild on force	account. Kepair adjacent 4x12 delam area and 3x4 utility patcn.	Connect to inlet to existing catch basin. Remove three approx.	6" diam. trees near outlet.	Connect outlet to existing catch basin. Restore landscaping on force account.	Remove 1 approx. 6" diam. tree at inlet.		Connect to existing CB at inlet and outlet.	Replace two pipe sections - 20' and 15'. One between existing CBs crossing road, and one between downstream CB and	manhole. Remove and repair pavement adjacent to pipe	trenching to provide for the same drainage flow as currently	Ditch 30' at outlet. and 20' at inlet.	Outlet connects to existing catch basin.	Shift outlet 2-ft southerly to avoid tree roots. Raise new pipe at	outlet to match existing receiving ditchline bottom.	Remove approx. 8" and 18" diam. tree at inlet, and 8" diam. tree at outlet. Remove 1 CB and 15' of pipe, and reinstall after	culvert 63 is replaced. Remove and replace 20' of extruded	curb. Parking strip and landscaping to be repaired under force account	Culvert crosses under Lost Lake Ln.	Remove existing catch basin in pipe alignment, and leave out with new installation. At outlet install ditch for 75' to culvert	inlet. Trenching across Sofield Park - set sod to side, and replace	on trench for restoration.	At outlet remove 9 trees between 3" and 8" diameters. Above outlet ditch back to driveway culvert.	Pipe is 3 segements connecting to 2 CB's mid run. Crosses	concrete arriveway. Culvert connects to 1 CB mid run. Ditch 17' at outlet and 190' at	inlet.	Abandon existing pipe, and install new above ground HDPE pipe with anchors.	Abandon existing alignment. Install CB between 4 and 6	driveway cuiverts. Install 2 CB's to navigate the corner, and new pipe outlets at inlet to FND 46. At abandoned inlet ditch for	נו ווויכר נס רועס יינט. אין מסמו מסויכם ווויכר מונכון וסו 110'.	2 sections of pipe, 161' and 122'. Install 1 CB in 122' to sweep	sections of pipe, 161' and 122'. Install 1 CB in 122' to sweep pipe towards road, and install 2 CB's in 161' to sweep pipe towards road. Pipe rorsees multiple activity drivewav
	Connect to ex	Existing custon	account. Kepair	Connect to inle		Connect outlet	Ren		Conr	Replace two pr CBs crossing	manhole. Re	trenching to p		Out	Shift outlet 2-ft	outlet to	Remove approx at outlet. Re	culvert 63 is r	curb. Parking	0	Remove existi with new insta	nlet. Trenching		At outlet remo ou	Pipe is 3 sege	ulvert connect:		Abandon existir	Abandon ex	triveway culver	hipe outlets o	2 sections of p	2 sections of pi pipe towards towards ro
ē						-											8					.=		-		0		200		254 <sup>d</sup>			283
Concrete Driveway (sf)																									320								
Tree Removals - C 12" to 24" Driv																		1															
Tree Ren Removals - 12" <12" Diam. D	2				,		г											2						6									
Sign Post Extruded Curb																		20															
		2																		2				1	1								-
Type 1 Catch Type 1L Catch Basin Basin																																	
																														Э.			~
- Ditching - te Type 2 - Quarry Spall						20							20									75		50		ľ	207			15			165
Ditching - g Type 1 - Jute Matting																														110			
Additional ACP Patching (sf)		60									70							100															
ACP Trench Patching (sf)	126	80	96	115		140	0	144	204		100		56	120	175			288		301		56		231	0		285	0		350			440
ACP Trench Width (ft)	7	4	4		'n	4	0	4	4		4		4	4	7			80		7		4		7			2			7			4
ACP Trench Length (ft)	18	20	24	23	1	35	0	36	51		25		14	30	25			36		43		14		33			57			50			110
Sawcutting (ft)	36	40	48	46	2	70	0	72	102		70		28	60	50			72		86		28		70	32		114			100			066
Average Culvert Depth (ft)	6.0	3.5	4.0	4.0	2	3.0	3.5	3.0	3.0		3.5		2.0	2.5	7.0			10.0		6.0		3.0		8.0	2.5		4.0			4.0			0 C
ADS 24" Diameter (ft) <sup>Ct</sup>																																	
															59			75		76													
ADS 12" ADS 18" Diameter (ft) Diameter (ft)	30	31	36	40	2	41	41	49	53		35		20	41								86		83	120	l	125			144			283
HDPE 12" A Diameter (ft) Dian																												200					
Ductile Iron HD 12" Diameter Diam (ft)																																	
	5	<b>c</b> ,	J.	i .		IJ	ď	ŋ	Dr				lir	۲	ň			Dr		L		L		Dr	Dr		/ Dr	Outlet)		ŋr			č
Approximate Address	5 North Point Dr	26 Longshore Ln	83 Windward Dr	17 Marina Dr		17 Clear Lake Ct	142 Windward Dr	65 Windward Dr	28 Windward Dr		20 Par Ln		23 Sunflower Cir	43 Marigold Dr	14 Lake Louise Dr			52 Lake Louise Dr		29 Lost Lake Ln		26 Longshore Ln		4 North Summit Dr	22 Lake Louise Dr		1 Sudden Valley Dr	20 Lake Louise Dr (Outlet)		6 Lake Louise Dr			37-30 Marizold Dr
Zone Number	Zone 1	Zone 1	Zone 1	Zone 1	-	Zone 1	Zone 1	Zone 1	Zone 1		Zone 1		Zone 2	Zone 2	Zone 2			Zone 2		Zone 13		Zone 1		Zone 3C	Zone 2		Zone 3D	Zone 2 20		Zone 2			Zone 2
Culvert ID Zon				FND 49			FND 53				FND 48		FND 45											133 Z			126 Z	445		FND 42			FND 61

1 2 3	DIVISION 5 SURFACE TREATMENTS & PAVEMENTS
3 4 5	5-04 HOT MIX ASPHALT
6 7 8 9	<b>5-04.1 Description</b> (*****) Add to this section: Warm Mix Asphalt (WMA) shall not be used on this project.
10 11 12 13	<b>5-04.2 Materials</b> Section 5-04.2 is supplemented with the following:
14 15 16 17	(*****) <b>ESAL's</b> The number of ESAL's for the design and acceptance of the HMA shall be <b>less than 0.3 million</b> .
18 19 20	5-04.3(3)A Material Transfer Device / Vehicle (January 16, 2014 APWA GSP)
21 22	The first paragraph of this section is revised to read:
23 24 25	Additionally, a material transfer device or vehicle (MTD/V) is not required at the following locations.
26 27	***A MTD/V is not required to be used on this project.***
28 29	5-04.3(7)A2 Statistical or Nonstatistical Evaluation
30 31	Delete this section and replace it with the following:
32 33 34	5-04.3(7)A2 Statistical or Nonstatistical Evaluation (January 16, 2014 APWA GSP)
35 36	Delete this section and replace it with the following:
37 38 39 40 41 42 43 44 45 46	<ul> <li>Mix designs for HMA accepted by Nonstatistical or Commercial evaluation shall;</li> <li>Be submitted to the Project Engineer on WSDOT Form 350-042</li> <li>Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).</li> <li>Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.</li> </ul>
47 48 49	At or prior to the preconstruction meeting, the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- 1 The proposed mix design indicated on a WSDOT mix design/anti-strip report that is within 2 one year of the approval date 3 The proposed HMA mix design submittal (Form 350-042) with the seal and certification • 4 (stamp & signature) of a valid licensed Washington State Professional Engineer. 5 • The proposed mix design by a qualified City or County laboratory mix design report that 6 is within one year of the approval date. 7 8 The mix design will be performed by a lab accredited by a national authority such as Laboratory 9 Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials 10 Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program. 11 12 At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year 13 14 verification period with a certification from the Contractor that the materials and sources are the 15 same as those shown on the original mix design. 16 17 5-04.3(8)A1 General 18 (January 16, 2014 APWA GSP) 19 20 Delete this section and replace it with the following: 21 22 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation. 23 24 Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the 25 contract documents. 26 27 The mix design will be the initial JMF for the class of HMA. The Contractor may request a change 28 in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7). 29 30 31 Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the 32 following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, 33 Other nonstructural applications of HMA accepted by prelevel, and pavement repair. 34 commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of 35 HMA accepted by commercial evaluation will be at the option of the Project Engineer. 36 Commercial HMA can be accepted by a contractor certificate of compliance letter stating the 37 material meets the HMA requirements defined in the contract. 38 39 5-04.3(8)A4 Definition of Sampling Lot and Sublot 40 (January 16, 2014 APWA GSP) 41 42 Section 5-04.3(8)A4 is supplemented with the following: 43 44 For HMA in a structural application, sampling and testing for total project quantities less than 45 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance 46 47 test shall be performed:
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- ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.
   3
- 4 5-04.3(8)A5 Test Results
  - (January 16, 2014 APWA GSP)
  - The first paragraph of this section is deleted.

## 8 9 **5-04.3(8)A6** Test Methods

- 10 (January 16, 2014 APWA GSP)
- 11

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- Delete this section and replace it with the following:
- Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested,
   compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for
   compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for
   compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

## 19 5-04.3(16) Weather Limitations

- 20 *(\*\*\*\*\*)* 21
- 22 Delete this section and replace it with the following:
- HMA shall not be applied to any wet surface or when weather conditions otherwise prevent the
  proper handing or finishing of bituminous mixtures.
- HMA shall not be applied when the ground temperature is lower than 50° F without writingapproval from the engineer.
- HMA shall not be applied when the air temperature is lower than 35° F without writing approval from the engineer.
- 32 33

26

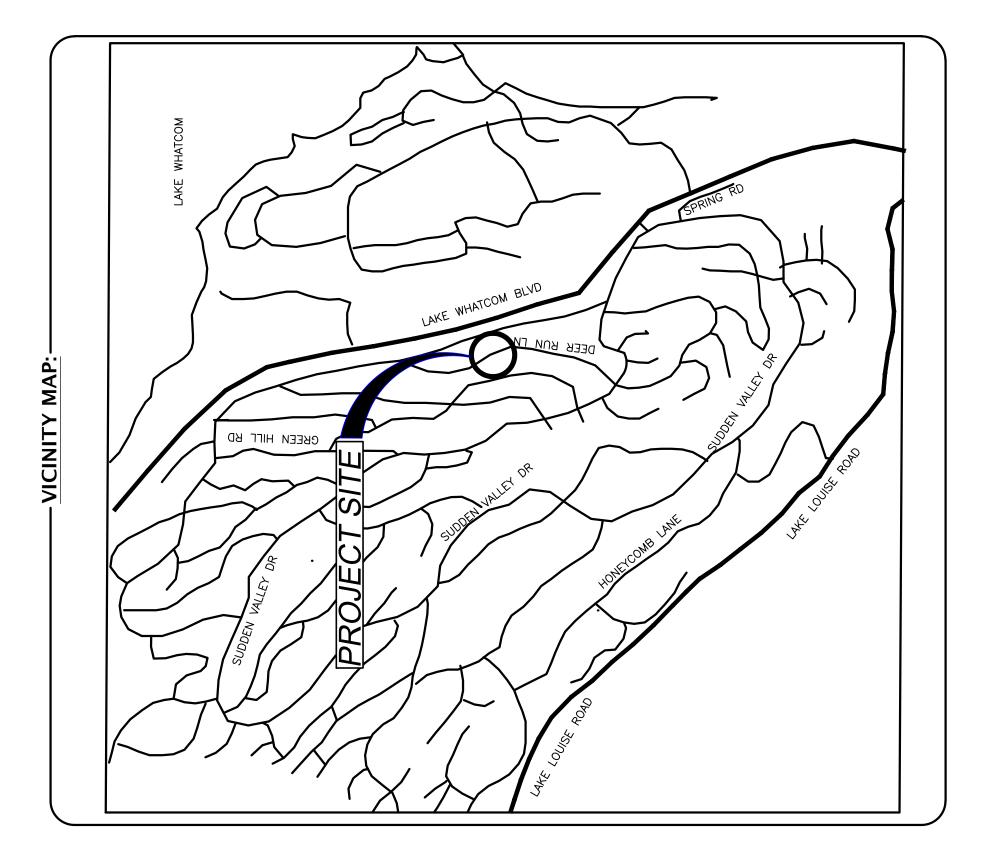
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## 34 **5-04.5(1)B** Price Adjustments for Quality of HMA Compaction

- 35 (January 16, 2014 APWA GSP)
- 36
- 37 Delete this section and replace it with the following:38
- The maximum CPF of a compaction lot is 1.00.
- For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus nultiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.
- 46
- 47

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## **MAINTENANCE 2024**



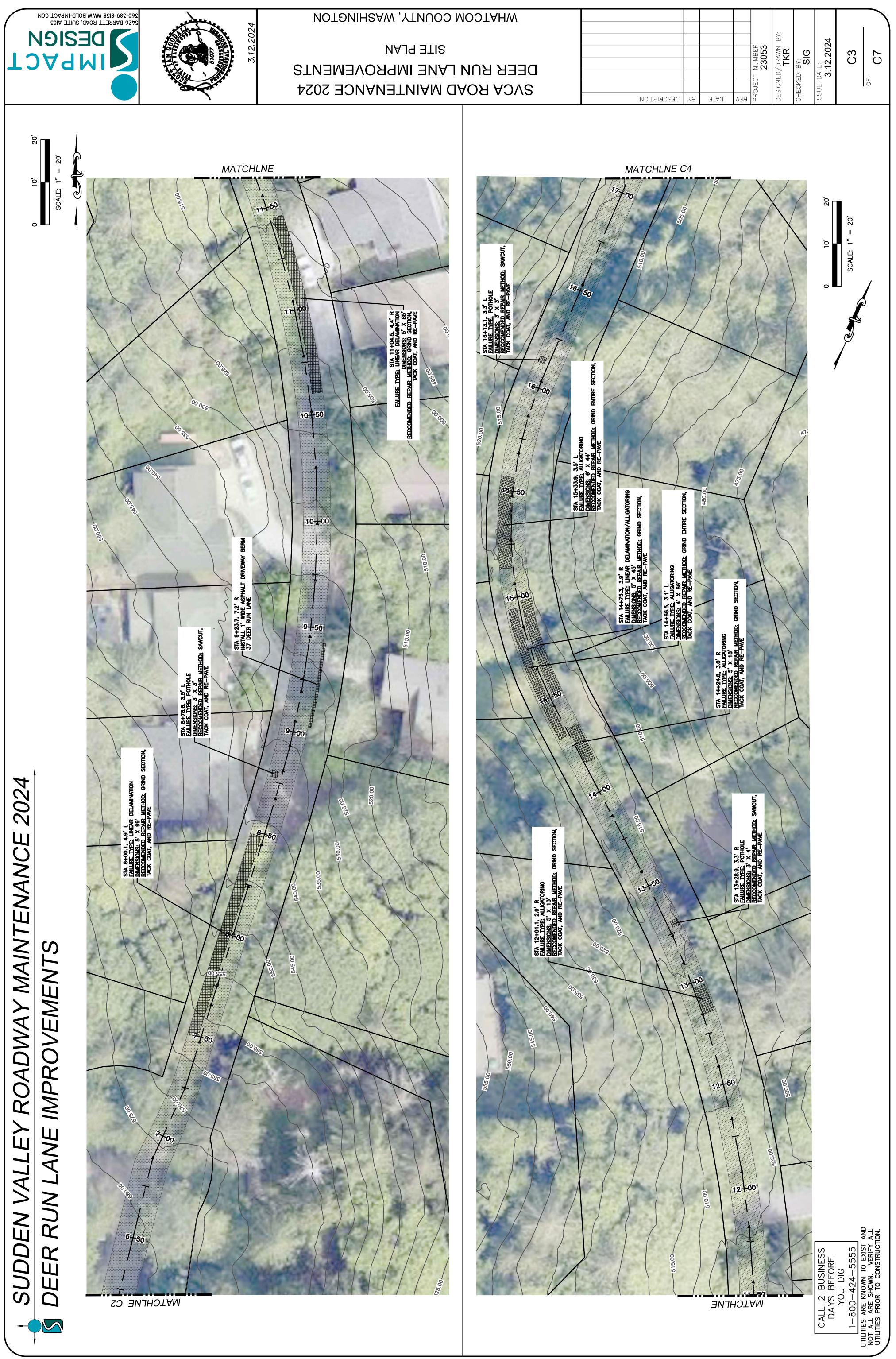
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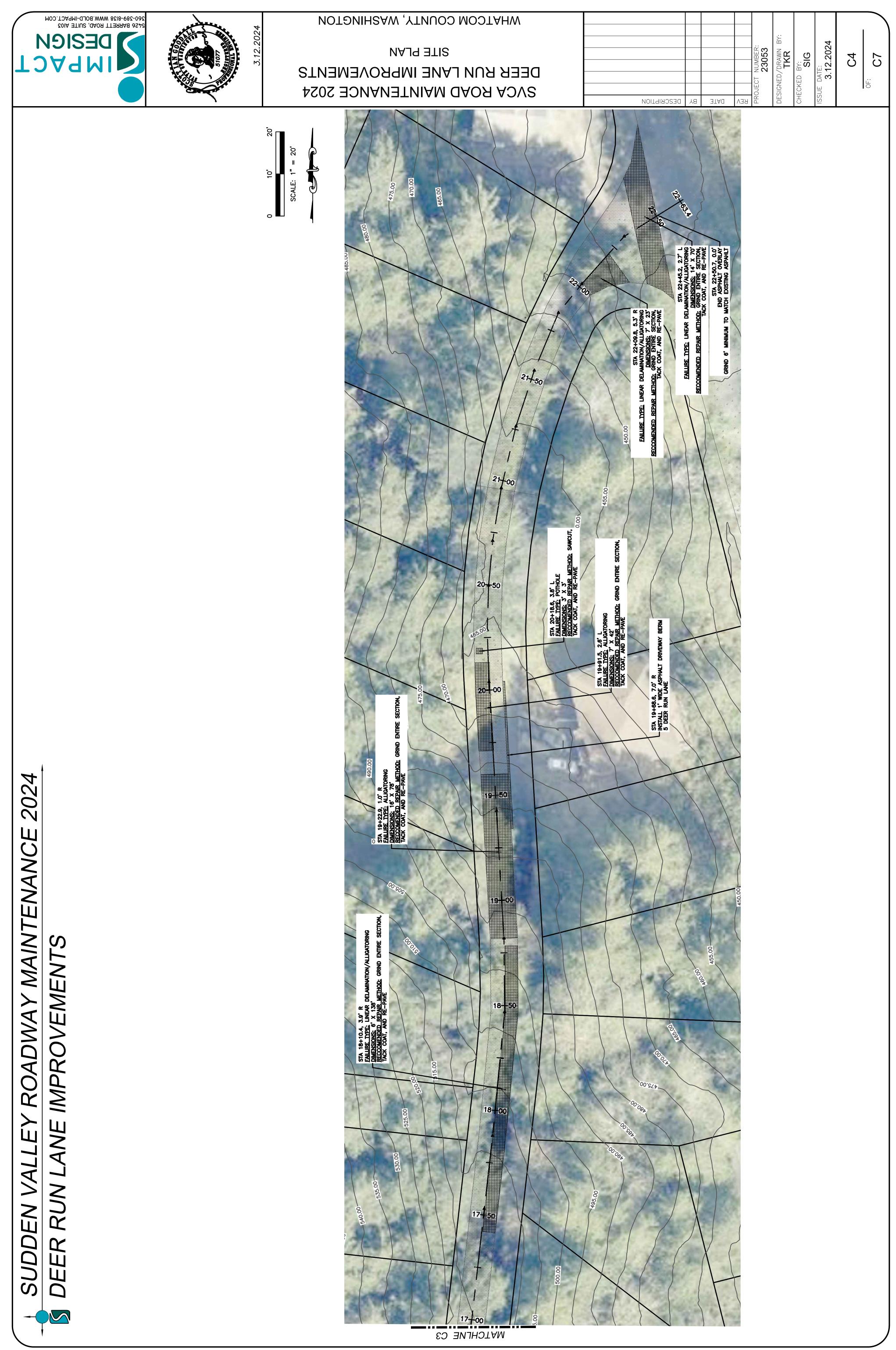
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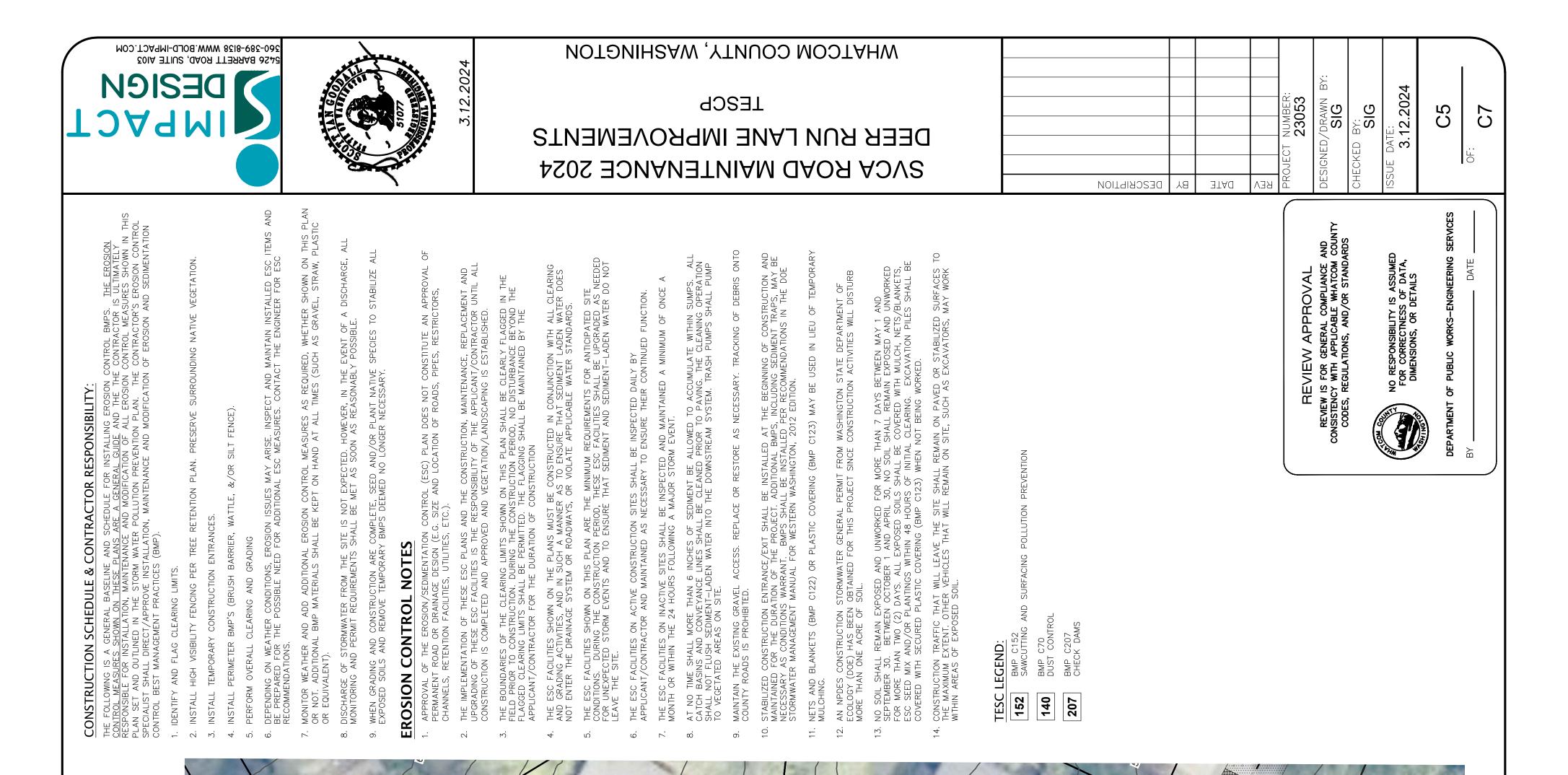
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	SE ATER TO A SEPARATE ARGE TO SURFACE WATER, APPLICATION, OR TO THE ROVAL. AND AT APPLICATION TO STORMWATER RUNOFF OR APPLICATION RATES	TAMINATION INCLUDE, BUT JST, FLY ASH, NEW TREAMS GENERATED AGGREGATE PROCESSES, GAND MIXER WASHOUT O PREVENT VIOLATIONS OF O PREVENT VIOLATIONS OF SPERFORMED OFF-SITE OR DO NOT WASH OUT ORM DRAINS, OPEN ESS CONCRETE ON-SITE, CONCRETE SPILLAGE OR	T pH. CONTAINMENT CONTAINMENT MICAL TREATMENT RATION 22 WATERING WATER, WHICH	NOFF AT THE SITE, INTO A RGE TO A SEDIMENT TRAP ATER, SUCH AS WELL-POINT ECTLY INTO SURFACE 3, PROVIDED THE ELOODING OF RECEIVING ATHROUGH STORMWATER THE STATE" MAY EXIST ON AMPLE, A CREEK RUNNING AMPLE, A CREEK RUNNING AMPLE, A CREEK RUNNING CLUDE: CLUDE: CLUDE: CLUDE: CLUDE: CLUDE: CLUDE: TO A DITCH OR SWALE FOR TO A DITCH OR SWALE FOR	ANENT EROSION AND DNTINUED PERFORMANCE I BMP SPECIFICATIONS. - CONTROL BMPs WITHIN 30 AFTER THE TEMPORARY . AFTER THE TEMPORARY	A DEGREE PRACTICABLE DNS. Nand Repair All BMPs as Their Intended Function. Stormwater General Itoring in Accordance Stormwater General Itoring in Accordance Stormwater General UST HAVE SITE AND SEDIMENT CONTROL N ONE ACRE MAY HAVE A I CONDUCT INSPECTIONS. UST IDENTIFY THE CESCL ON-CALL AT ALL TIMES.

## 2024 MAINTENANCE

3. AT THE TOP OF SLOPES, COLLECT DRAINAGE IN PIPE SLOPE DRAINS OR PROTECTED CHANNELS TO PREVENT EROSION.

TEMPORARY PIPE SLOPE DRAINS MUST HANDLE THE PEAK VOLUMETRIC FLOW RATE CALCULATED USING A 10 MINUTE TIME STEP FROM A TYPE 14, 10-YEAR, 24-HOUR FREQUENCY STORM FOR THE DEVELOPED CONDITION.
 ALTERNATIVELY, THE 10-YEAR, 1-HOUR FLOW RATE PREDICTED BY AN APPROVED CONTINUOUS RUNOFF MODEL, INCREASED BY A FACTOR OF 1.6, MAY BE USED. THE HYDROLOGIC ANALYSIS MUST USE THE EXISTING LAND COVER CONDITION FOR PREDICTING FLOW RATES FROM TRIBUTARY AREAS OUTSIDE THE PROJECT LIMITS. FOR TRIBUTARY AREAS ON THE PROJECT SITE, THE ANALYSIS MUST USE THE TEMPORARY OR PERMANENT PROJECT LAND COVER CONDITION, WHICHEVER WILL PRODUCE THE HIGHEST FLOW RATES. IF USING THE WESTERN WASHINGTON HYDROLOGY MODEL (WWHM) TO PREDICT FLOWS, BARE SOIL AREAS SHOULD BE MODELED AS "LANDSCAPED" AREA.

4. PLACE EXCAVATED MATERIAL ON THE UPHILL SIDE OF TRENCHES, CONSISTENT WITH SAFETY AND SPACE CONSIDERATIONS.

5. PLACE CHECK DAMS AT REGULAR INTERVALS WITHIN CONSTRUCTED CHANNELS THAT ARE CUT DOWN A SLOPE.

 E
 SUGGESTED BMPs:

 BMP C120: TEMPORARY AND PERMANENT SEEDING

 BMP C121: MULCHING

 BMP C121: MULCHING

 BMP C122: NETS AND BLANKETS

 BMP C122: NETS AND BLANKETS

 BMP C123: PLASTIC COVERING - STOCKPILES ONLY

 BMP C123: SUBFACE ROUGHENING

 BMP C130: SUBFACE ROUGHENING

 BMP C131: GRADIENT TERRACES

 BMP C131: GRADIENT TERRACES

 BMP C200: INTERCEPTOR DIKE AND SWALE

 BMP C200: INTERCEPTOR DIKE

 BMP C200: INTERCEPTOR DIKE

ELEMENT #7: PROTECT DRAIN INLETS

PROTECT ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SO THAT STORMWATER RUNOFF SHALL NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR TREATED TO REMOVE SEDIMENT.

 $\triangleleft$ 2. CLEAN OR REMOVE AND REPLACE INLET PROTECTION DEVICES WHEN SEDIMENT HAS FILLED ONE-THIRD OF THE AVAILABLE STORAGE (UNLESS DIFFERENT STANDARD IS SPECIFIED BY THE PRODUCT MANUFACTURER).

SUGGESTED BMPs: BMP C220: STORM DRAIN INLET PROTECTION

ELEMENT #8: STABILIZE CHANNELS AND OUTLETS

1. DESIGN, CONSTRUCT, AND STABILIZE ALL ON-SITE CONVEYANCE CHANNELS TO PREVENT EROSION FROM THE FOLLOWING EXPECTED PEAK FLOWS:

 CHANNELS MUST HANDLE THE PEAK VOLUMETRIC FLOW RATE CALCULATED USING A 10 MINUTE TIME STEP FROM A TYPE 1A, 10-YEAR, CALCULATED USING A 10 MINUTE TIME STEP FROM A TYPE 1A, 10-YEAR, 24-HOUR FREQUENCY STORM FOR THE DEVELOPED CONDITION.
 ALTERNATIVELY, THE 10-YEAR, 1-HOUR FLOW RATE INDICATED BY AN APPROVED CONTINUOUS RUNOFF MODEL, INCREASED BY A FACTOR OF 1.6, MAY BE USED. THE HYDROLOGIC ANALYSIS MUST USE THE EXISTING LAND COVER CONDITION FOR PREDICTING FLOW RATES FROM TRIBUTARY AREAS OUTSIDE THE PROJECT LIMITS. FOR TRIBUTARY AREAS ON THE PROJECT SITE, THE ANALYSIS MUST USE THE TEMPORARY OR PERMANENT PROJECT LAND COVER CONDITION, WHICHEVER WILL PRODUCE THE HIGHEST FLOW RATES. IF USING THE WESTERN WASHINGTON HYDROLOGY MODEL (WWHM) TO PREDICT FLOWS, BARE SOIL AREAS SHOULD BE MODELED AS "LANDSCAPED" AREA. •

2. PROVIDE STABILIZATION, INCLUDING ARMORING MATERIAL, ADEQUATE TO PREVENT EROSION OF OUTLETS, ADJACENT STREAM BANKS, SLOPES AND DOWNSTREAM REACHES AT THE OUTLETS OF ALL CONVEYANCE SYSTEMS.

SUGGESTED BMPs: BMP C202: CHANNEL LINING BMP C122: NETS AND BLANKETS BMP C207: CHECK DAMS BMP C209: OUTLET PROTECTION

ELEMENT #9: CONTROL POLLUTANTS

1. DESIGN, INSTALL, IMPLEMENT AND MAINTAIN EFFECTIVE POLLUTION PREVENTION MEASURES TO MINIMIZE THE DISCHARGE OF POLLUTANTS.

2. HANDLE AND DISPOSE OF ALL POLLUTANTS, INCLUDING WASTE MATERIALS AND DEMOLITION DEBRIS THAT OCCUR ON-SITE IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER.

3. PROVIDE COVER, CONTAINMENT, AND PROTECTION FROM VANDALISM FOR ALL CHEMICALS, LIQUID PRODUCTS, PETROLEUM PRODUCTS, AND OTHER MATERIALS THAT HAVE THE POTENTIAL TO POSE A THREAT TO HUMAN HEALTH OR THE ENVIRONMENT. ONSITE FUELING TANKS MUST INCLUDE SECONDARY CONTAINMENT. SECONDARY CONTAINMENT MEANS PLACING TANKS OR CONTAINMENT. SECONDARY CONTAINMENT MEANS PLACING TANKS OR CONTAINERS WITHIN AN IMPERVIOUS STRUCTURE CAPABLE OF CONTAINING 110% OF THE VOLUME CONTAINED IN THE LARGEST TAKE WITHIN THE CONTAINMENT STRUCTURE. DOUBLE-WALLED TANKS DO NOT REQUIRE ADDITIONAL SECONDARY CONTAINMENT.

CONDUCT MAINTENANCE, FUELING, AND REPAIR OF HEAVY EQUIPMENT AND VEHICLES USING SPILL PREVENTION AND CONTROL MEASURES. CLEAN CONTAMINATED SURFACES IMMEDIATELY FOLLOWING ANY SPILL INCIDENT.

DISCHARGE WHEEL WASH OR TIRE BATH WASTEWATE ON-SITE TREATMENT SYSTEM THAT PREVENTS DISCHAR( SUCH AS CLOSED-LOOP RECIRCULATION OR UPLAND AP SUCH AS CLOSED-LOOP RECIRCULATION OR UPLAND AP SANITARY SEWER, WITH LOCAL SEWER DISTRICT APPRON
 APPLY FERTILIZERS AND PESTICIDES IN A MANNER AN RATES THAT WILL NOT RESULT IN LOSS OF CHEMICAL TO FOLLOW MANUFACTURERS' LABEL REQUIREMENTS FOR *I* AND PROCEDURES' THE SOURCES FOR THIS CONTAW MODIFYING SOURCES' THE SOURCES FOR THIS CONTAW MODIFYING SOURCES' THE SOURCES FOR THIS CONTAW ARE NOT LIMITED TO: BULK CEMENT, CEMENT KILN DUST CONCRETE WASHING AND CURING WATERS, WASTE STRI FROM CONCRETE VAULTS, CONCRETE PUMPING *I* WATERS'

8. ADJUST THE PH OF STORMWATER IF NECESSARY WATER QUALITY STANDARDS.

ASSURE THAT WASHOUT OF CONCRETE TRUCKS IS PE IN DESIGNATED CONCRETE WASHOUT AREAS ONLY. DO CONCRETE TRUCKS ONTO THE GROUND, OR INTO STORI DITCHES, STREETS, OR STREAMS. DO NOT DUMP EXCES EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. C CONCRETE DISCHARGE TO SURFACE WATERS OF THE SI
 OBTAIN WRITTEN APPROVAL FROM ECOLOGY BEFOR TREATMENT OTHER THAN CO2 OR DRY ICE TO ADJUST pI

SUGGESTED BMPs: BMP C151: CONCRETE HANDLING BMP C152: SAWCUTTING AND SURFACING POLLUT BMP C153: MATERIAL DELIVERY, STORAGE AND C BMP C154: CONCRETE WASHOUT AREA BMP C154: CONSTRUCTION STORMWATER CHEMI BMP C250: CONSTRUCTION STORMWATER FILTRA BMP C251: CONSTRUCTION STORMWATER FILTRA BMP C252: HIGH pH NEUTRALIZATION USING CO2 BMP C253: pH CONTROL FOR HIGH pH WATER

ELEMENT #10: CONTROL DE-WATERING

1. DISCHARGE FOUNDATION, VAULT, AND TRENCH DE HAS SIMILAR CHARACTERISTICS TO STORMWATER RU CONTROLLED CONVEYANCE SYSTEM BEFORE DISCH/ OR SEDIMENT POND.

DISCHARGE CLEAN, NON-TURBID DE-WATERING WATE GROUND WATER, TO SYSTEMS TRIBUTARY TO, OR DIREC WATERS OF THE STATE, AS SPECIFIED IN ELEMENT #8, P DE-WATERING FLOW DOES NOT CAUSE EROSION OR FLC WATERS. DO NOT ROUTE CLEAN DEWATERING WATER T SEDIMENT PONDS. NOTE THAT "SURFACE WATERS OF TI A CONSTRUCTION SITE AS WELL AS OFF SITE; FOR EXAM THROUGH A SITE.

HANDLE HIGHLY TURBID OR OTHERWISE CONTAMI WATER SEPARATELY FROM STORMWATER.

OTHER TREATMENT OR DISPOSAL OPTIONS MAY INCL a) INFILTRATION.
 INFILTRATION.
 TRANSPORT OFF-SITE IN A VEHICLE, SUCH AS A VACUI LEGAL DISPOSAL IN A MANNER THAT DOES NOT POLLUTI C) ECOLOGY-APPROVED ON-SITE CHEMICAL TREATMENT TREATMENT TECHNOLOGIES.
 SANITARY OR COMBINED SEWER DISCHARGE WITH LO APPROVAL, IF THERE IS NO OTHER OPTION.
 USE OF A SEDIMENTATION BAG THAT DISCHARGES TO SMALL VOLUMES OF LOCALIZED DEWATERING.

SUGGESTED BMPs: BMP C203: WATER BARS BMP C236: VEGETATIVE FILTRATION

ELEMENT #11: MAINTAIN BMPs

MAINTAIN AND REPAIR ALL TEMPORARY AND PERMI SEDIMENT CONTROL BMPS AS NEEDED TO ASSURE CC OF THEIR INTENDED FUNCTION IN ACCORDANCE WITH
 REMOVE ALL TEMPORARY EROSION AND SEDIMENT DAYS AFTER ACHIEVING FINAL SITE STABILIZATION OR

REMOVE ALL TEMPORARY EROSION AND SEL DAYS AFTER ACHIEVING FINAL SITE STABILIZATI BMPS ARE NO LONGER NEEDED.

SUGGESTED BMPs: BMP C150: MATERIALS ON HAND BMP C160: CERTIFIED EROSION AND SEDI

MENT

ELEMENT #12: MANAGE THE PROJECT

PHASE DEVELOPMENT PROJECTS TO THE MAXIMUM D AND TAKE INTO ACCOUNT SEASONAL WORK LIMITATIONS
 INSPECTION AND MONITORING - INSPECT, MAINTAIN A NEEDED TO ASSURE CONTINUED PERFORMANCE OF THE PROJECTS REGULATED UNDER THE CONSTRUCTION STC PERMIT MUST CONDUCT SITE INSPECTIONS AND MONITO WITH SPECIAL CONDITION S4 OF THE CONSTRUCTION ST PERMIT.

3. MAINTAINING AN UPDATED CONSTRUCTION SWPP IMPLEMENT THE SWPPP.

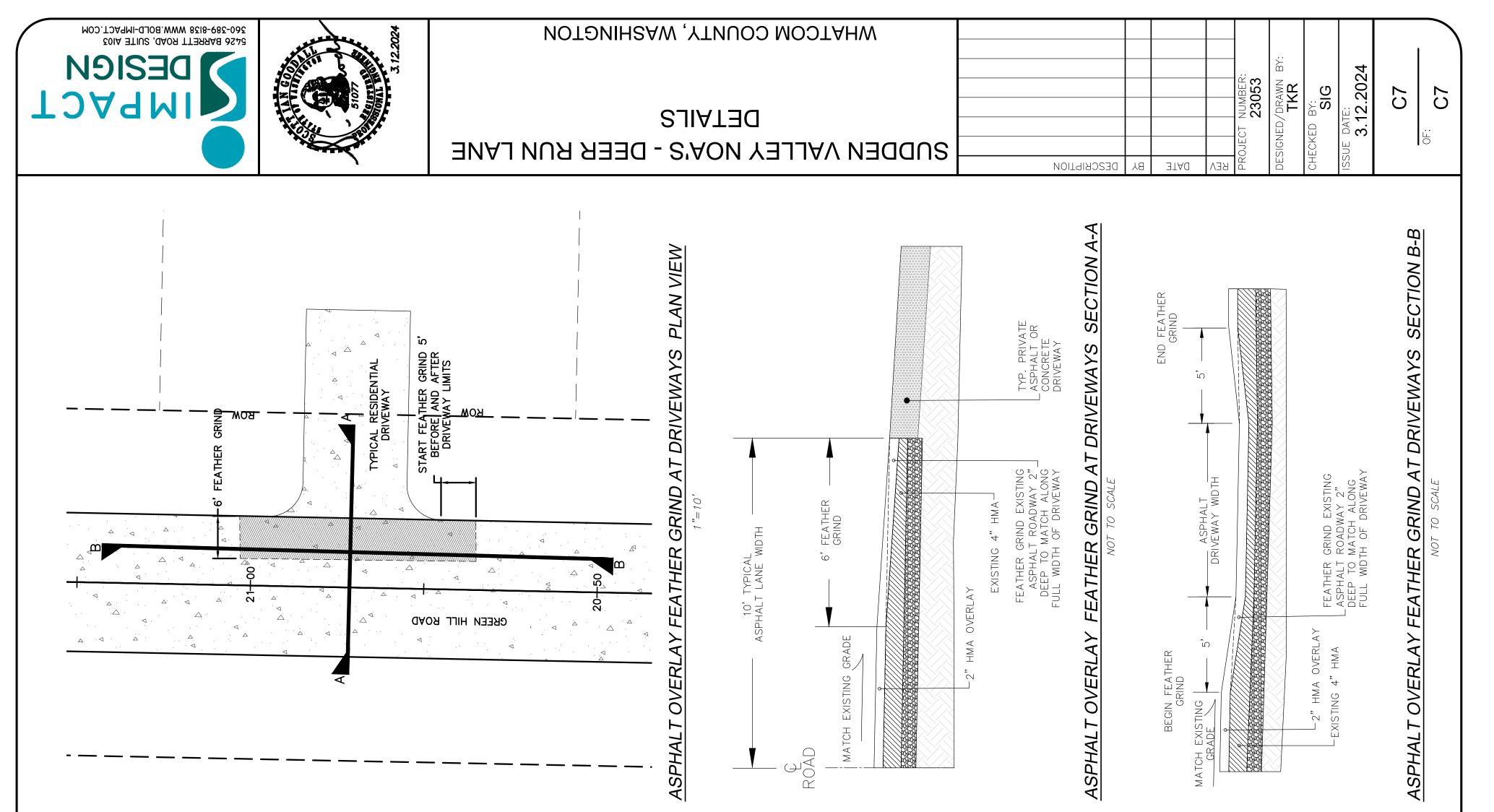
4. PROJECTS THAT DISTURB ONE OR MORE ACRES MUS INSPECTIONS CONDUCTED BY A CERTIFIED EROSION AN LEAD (CESCL). PROJECT SITES DISTURBING LESS THAN CESCL OR A PERSON WITHOUT CESCL CERTIFICATION C BY THE INITIATION OF CONSTRUCTION, THE SWPPP MUS OR INSPECTOR, WHO MUST BE PRESENT ON-SITE OR ON

SUGGESTED BMPs/BMPs TO BE USED: **BMP C120: TEMPORARY AND PERMANENT SEEDING BMP C121: MULCHING BMP C122: NETS AND BLANKETS BMP C122: NETS AND BLANKETS BMP C122: NETS AND BLANKETS BMP C123: PLASTIC COVERING - STOCKPILES ONLY BMP C123: PLASTIC COVERING - STOCKPILES ONLY BMP C124: SODDING BMP C125: TOPSOILING/COMPOSTING BMP C125: TOPSOILING/COMPOSTING BMP C126: POLYACRYLAMIDE FOR SOIL EROSION PROTECTION BMP C130: SURFACE ROUGHENING BMP C131: GRADIENT TERRACES BMP C70: DUST CONTROL** 1. DESIGN, INSTALL, AND MAINTAIN EFFECTIVE EROSION CONTROLS AND SEDIMENT CONTROLS TO MINIMIZE THE DISCHARGE OF POLLUTANTS. 6. WHERE FEASIBLE, DESIGN OUTLET STRUCTURES THAT WITHDRAW IMPOUNDED STORMWATER FROM THE SURFACE TO AVOID DISCHARGING SEDIMENT THAT IS STILL SUSPENDED LOWER IN THE WATER COLUMN. 2. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. DURING THE WET SEASON (OCTOBER 1 - APRIL 30): 2 DAYS SUGGESTED BMPs: BMP C203: WATER BARS BMP C207: CHECK DAMS BMP C209: OUTLET PROTECTION BMP C209: OUTLET PROTECTION BMP C240: SEDIMENT TRAP BMP C245: CONSTRUCTION STORMWATER FILTRATION SUGGESTED BMPs: BMP C220: STORM DRAIN INLET PROTECTION BMP C231: BRUSH BARRIER BMP C232: GRAVEL FILTER BERM BMP C233: SILT FENCE BMP C234: VEGETATED STRIP BMP C235: WATTLES BMP C235: WATTLES BMP C240: SEDIMENT TRAP BMP C241: SEDIMENT POND ELEMENT #4: INSTALL SEDIMENT CONTROLS 8. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. ELEMENT #6: PROTECT SLOPES ELEMENT #5: STABILIZE SOILS 7. MINIMIZE THE AMOUNT OF ROADWAY • THE FOLLOWING DESCRIBES HOW THE CONSTRUCTION SWPP PLAN MAY ADDRESS EACH OF THE 13 REQUIRED ELEMENTS. REFER TO THE PROJECT CONSTRUCTION PLANS FOR A VICINITY MAP, SWPP SITE PLAN, CONVEYANCE SYSTEMS, EROSION AND SEDIMENT CONTROL MEASURES, AND EROSION AND SEDIMENT CONTROL DETAILS. THE BMPs SHOWN ON THE SWPP SITE PLAN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. THE SWPP PLAN SHALL BE MODIFIED BY THE CONTRACTOR USING THE FOLLOWING SUGGESTED BMPS AS REQUIRED TO MEET THE ACTUAL SITE CONDITIONS. THE SUFFACE WATER QUALITY, GROUND WATER QUALITY, OR SEDIMENT MANAGEMENT STANDARDS. THE CONTRACTOR SHALL MAINTAIN THESE BMPS UNTIL ALL CONSTRUCTION IS APPROVED AND/OR THE SITE HAS BEEN PERMANENTLY STABILIZED. AT BEFORE BEGINNING LAND DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRADING, CLEARLY MARK ALL CLEARING LIMITS, SENSITIVE AREAS AND THEIR BUFFERS, AND TREES THAT ARE TO BE PRESERVED WITHIN THE CONSTRUCTION AREA. NO EXCAVATED MATERIAL SHALL LEAVE THE REFINERY SITE. IF NECESSARY, A STABILIZED CONSTRUCTION ENTRANCE MAY BE USED ONLY IF TRACKOUT FROM EQUIPMENT ONTO ROADWAYS IS OBSERVED. LOCATION WILL BE DETERMINED BY THE ON-SITE CESCL. IF USED, RUMBLE PLATES TO BE USED AS AN ALTERNATIVE TO SPALLED CONSTRUCTION ENTRANCE. A SHARED CONSTRUCTION ENTRANCE WITH THE P66 FERNDALE RESPONSE CENTER IS ALSO ACCEPTABLE. MINIMIZE CONSTRUCTION SITE ACCESS POINTS ALONG LINEAR PROJECTS, SUCH AS ROADWAYS. STREET WASHING MAY REQUIRE LOCAL JURISDICTION APPROVAL. IF SEDIMENT IS TRACKED OFF SITE, CLEAN THE AFFECTED ROADWAY THOROUGHLY AT THE END OF EACH DAY, OR MORE FREQUENTLY AS NECESSARY (FOR EXAMPLE, DURING WET WEATHER). REMOVE SEDIMENT FROM ROADS BY SHOVELING, SWEEPING, OR PICKUP AND TRANSPORT THE SEDIMENT TO A CONTROLLED SEDIMENT DISPOSAL AREA. WHERE NECESSARY TO COMPLY WITH THE ABOVE, CONSTRUCT STORMWATER RETENTION OR DETENTION FACILITIES AS ONE OF THE FIRST STEPS IN GRADING. ASSURE THAT DETENTION FACILITIES FUNCTION PROPERLY BEFORE CONSTRUCTING SITE IMPROVEMENTS (E.G., IMPERVIOUS SURFACES). STABILIZE ACCESS POINTS WITH A PAD OF QUARRY SPALLS, CRUSHED ROCK, OR OTHER EQUIVALENT BMPs, TO MINIMIZE TRACKING OF SEDIMENT ONTO PUBLIC ROADS. 2. RETAIN THE DUFF LAYER, NATIVE TOPSOIL, AND NATURAL VEGETATION IN AN UNDISTURBED STATE TO THE MAXIMUM DEGREE PRACTICABLE.
 IF IT IS NOT PRACTICAL TO RETAIN THE DUFF LAYER IN PLACE, THEN STOCKPILE IT ON-SITE, COVER IT TO PREVENT EROSION, AND REPLACE IT IMMEDIATELY WHEN YOU FINISH DISTURBING THE SITE. THE BMP's NOTED ON THIS SHEET MAY BE FOUND IN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON VOLUME II, CONSTRUCTION STORMWATER POLLUTION PREVENTION THIS STORMWATER POLLUTION PREVENTION PLAN IS PROVIDED IN GENERAL ACCORDANCE WITH THE TERMS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS ADVISED THAT THE PROJECT AREA MAY DRAIN TO WETLANDS AND/OR STATE WATERS AND THAT THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE RECEIVING WATERS FROM DELETERIOUS EFFECTS OF CONSTRUCTION. **ELEMENT #3: CONTROL FLOW RATES** 1. PROTECT PROPERTIES AND WATERWAYS DOWNSTREAM OF DEVELOPMENT SITES FROM EROSION AND THE ASSOCIATED DISCHARGE OF TURBID WATERS DUE TO INCREASES IN THE VELOCITY AND PEAK VOLUMETRIC FLOW RATE OF STORMWATER RUNOFF FROM THE PROJECT SITE. THE CONTRACTOR IS REQUIRED TO HAVE A COPY OF THE SWPP PLAN ONSITE ALL TIMES. IF PERMANENT INFILTRATION PONDS ARE USED FOR FLOW CONTROL DURING CONSTRUCTION, PROTECT THESE FACILITIES FROM SILTATION DURING THE CONSTRUCTION PHASE. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THE EROSION AND SEDIMENT CONTROL BMPs SHOWN OR DESCRIBED IN THE CONTRACT DOCUMENTS. SUGGESTED BMPs: BMP C105: STABILIZED CONSTRUCTION ENTRANCE/EXIT (IF NECESSARY) BMP C106: WHEEL WASH BMP C107: CONSTRUCTION ROAD / PARKING AREA STABILIZATION CONTROL STREET WASH WASTEWATER BY PUMPING BACK ON-SITE, OR OTHERWISE PREVENT IT FROM DISCHARGING INTO SYSTEMS TRIBUTARY TO WATERS OF THE STATE. LOCATE WHEEL WASH OR TIRE BATHS ON SITE, IF THE STABILIZED CONSTRUCTION ENTRANCE IS NOT EFFECTIVE IN PREVENTING TRACKING SEDIMENT ONTO ROADS. ELEMENT #1: PRESERVE VEGETATION/MARK CLEARING LIMITS 5. CONDUCT STREET WASHING ONLY AFTER SEDIMENT IS REMOVED IN ACCORDANCE WITH THE ABOVE. LIMIT CONSTRUCTION VEHICLE ACCESS AND EXIT TO ONE ROUTE, IF POSSIBLE. VALLEY SUGGESTED BMPs: BMP C101 : PRESERVING NATURAL VEGETATION BMP C102: BUFFER ZONES BMP C103: HIGH VISIBILITY PLASTIC OR METAL FENCE BMP C231: BRUSH BARRIER BMP C233: SILT FENCE ELEMENT #2: ESTABLISH CONSTRUCTION ACCESS SUDDEN

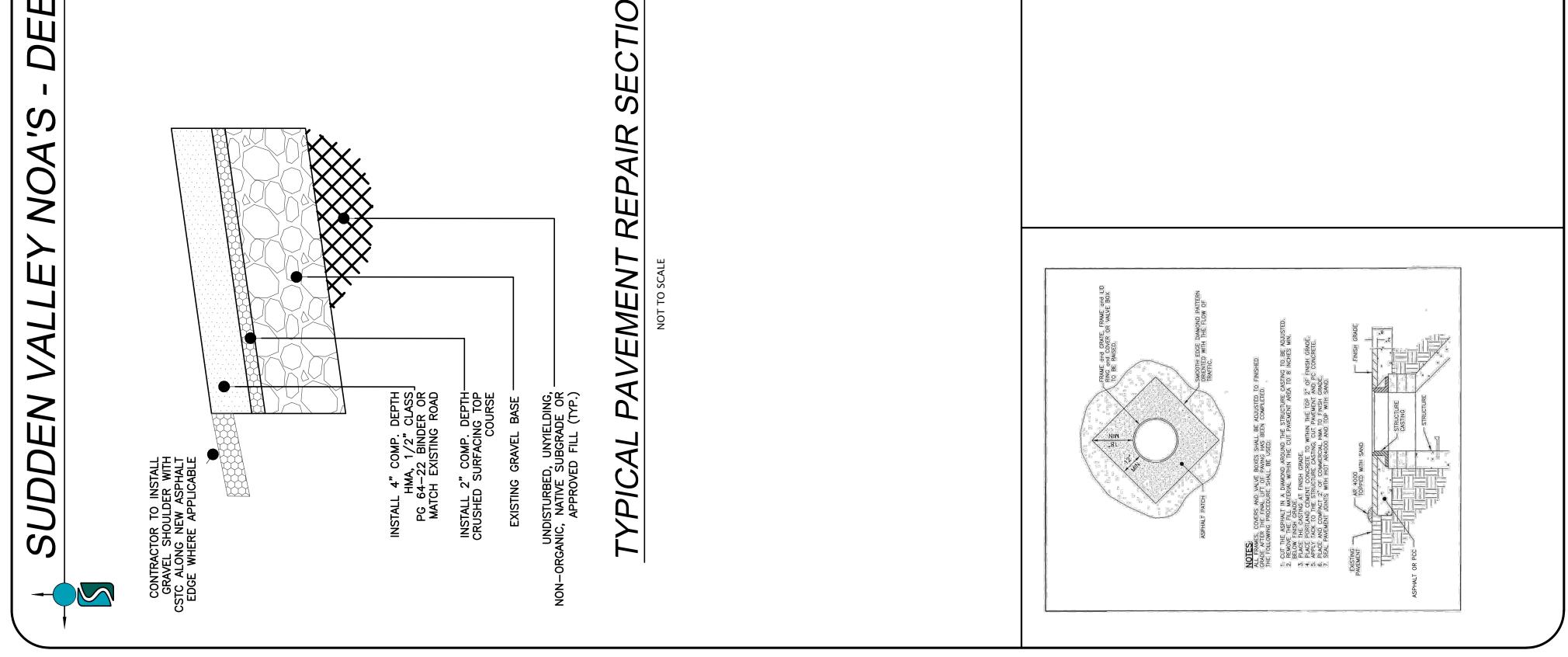
2. DIVERT OFF-SITE STORMWATER (RUN-ON) OR GROUND WATER AWAY FROM SLOPES AND DISTURBED AREAS WITH INTERCEPTOR DIKES, PIPES AND/OR SWALES. OFF-SITE STORMWATER SHOULD BE MANAGED SEPARATELY FROM STORMWATER GENERATED ON THE SITE.

3. MINIMIZE SEDIMENT DISCHARGES FROM THE SITE. THE DESIGN, INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS MUST ADDRESS FACTORS SUCH AS THE AMOUNT, FREQUENCY, INTENSITY AND DURATION OF PRECIPITATION, THE NATURE OF RESULTING STORMWATER RUNOFF, AND SOIL CHARACTERISTICS, INCLUDING THE RANGE OF SOIL PARTICLE SIZES EXPECTED TO BE PRESENT ON THE SITE. STABILIZE SOILS AT THE END OF THE SHIFT BEFORE A HOLIDAY OR WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST.
 STABILIZE SOIL STOCKPILES FROM EROSION, PROTECTED WITH SEDIMENT TRAPPING MEASURES, AND WHERE POSSIBLE, BE LOCATED AWAY FROM STORM DRAIN INLETS, WATERWAYS AND DRAINAGE CHANNELS. 5. Locate BMPs intended to trap sediment on-site in a manner to avoid interference with the movement of Juvenile Salmonids attempting to enter off-channel areas or drainages. 3. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND TO MINIMIZE DOWNSTREAM CHANNEL AND STREAM BANK EROSION.
4. SOILS MUST NOT REMAIN EXPOSED AND UNWORKED FOR MORE THAN THE TIME PERIODS SET FORTH BELOW TO PREVENT EROSION:
DURING THE DRY SEASON (MAY 1 - SEPT. 30): 7 DAYS DESIGN AND CONSTRUCT CUT-AND-FILL SLOPES IN A MANNER TO MINIMIZE EROSION. APPLICABLE PRACTICES INCLUDE, BUT ARE NOT LIMITED TO, REDUCING CONTINUOUS LENGTH OF SLOPE WITH TERRACING AND DIVERSIONS, REDUCING SLOPE STEEPNESS, AND ROUGHENING SLOPE SURFACES (FOR EXAMPLE, TRACK WALKING). 4. DIRECT STORMWATER RUNOFF FROM DISTURBED AREAS THROUGH A SEDIMENT POND OR OTHER APPROPRIATE SEDIMENT REMOVAL BMP, BEFORE THE RUNOFF LEAVES A CONSTRUCTION SITE OR BEFORE DISCHARGE TO AN INFILTRATION FACILITY. RUNOFF FROM FULLY STABILIZED AREAS MAY BE DISCHARGED WITHOUT A SEDIMENT REMOVAL BMP, BUT MUST MEET THE FLOW CONTROL PERFORMANCE STANDARD IN ELEMENT #3, BULLET #1. 2. CONSTRUCT SEDIMENT CONTROL BMPs (SEDIMENT PONDS, TRAPS, FILTERS, ETC.) AS ONE OF THE FIRST STEPS IN GRADING. THESE BMPs SHALL BE FUNCTIONAL BEFORE OTHER LAND DISTURBING ACTIVITIES TAKE PLACE. STABILIZE EXPOSED AND UNWORKED SOILS BY APPLICATION OF EFFECTIVE BMPs THAT PREVENT EROSION. APPLICABLE BMPs INCLUDE, BUT ARE NOT LIMITED TO: TEMPORARY AND PERMANENT SEEDING, SODDING, MULCHING, PLASTIC COVERING, EROSION CONTROL FABRICS AND MATTING, SOIL APPLICATION OF POLYACRYLAMIDE (PAM), THE EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED, AND DUST CONTROL. SOIL EXPOSED DURING CONSTRUCTION ACTIVITY. 9. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL

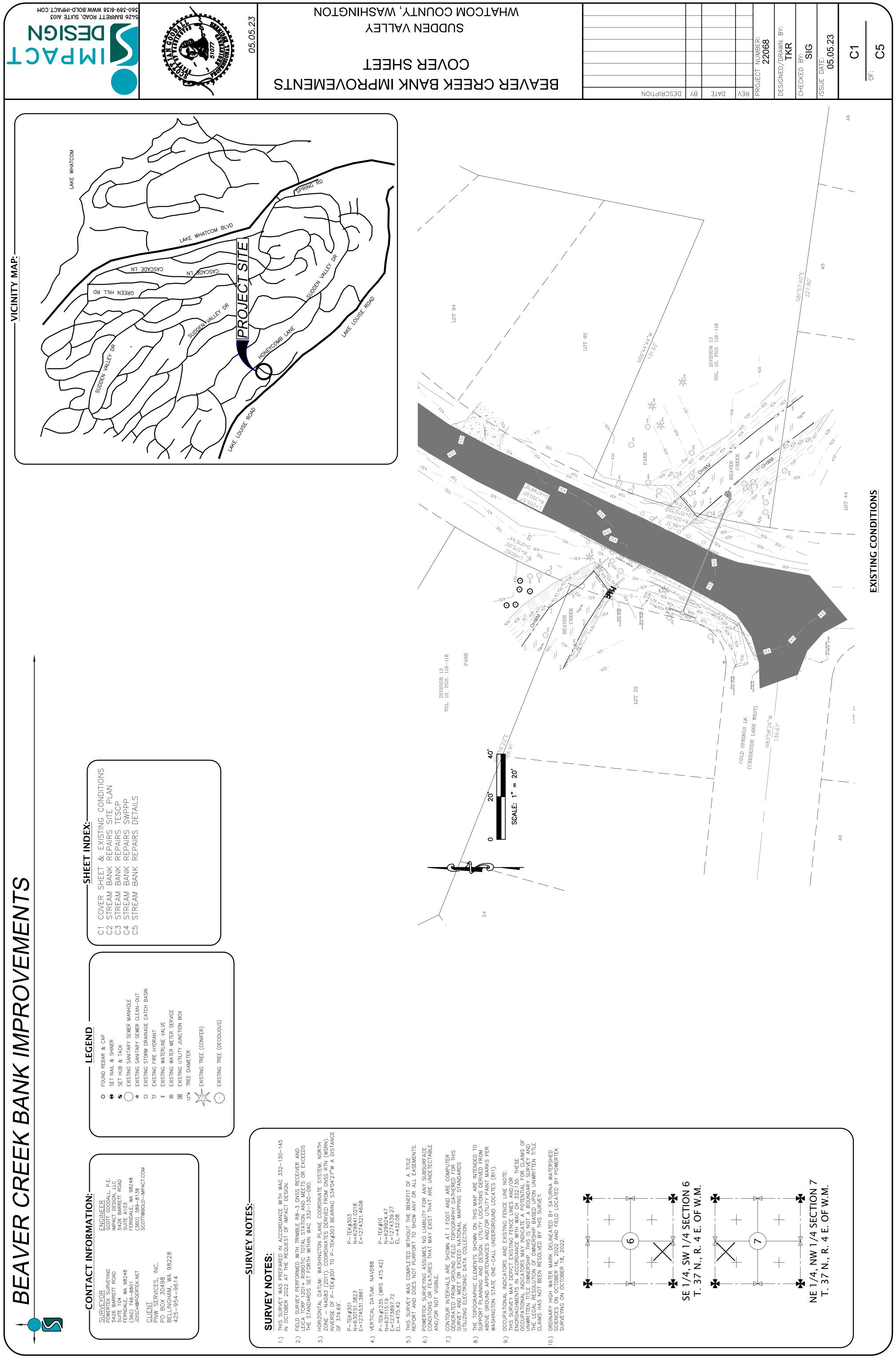
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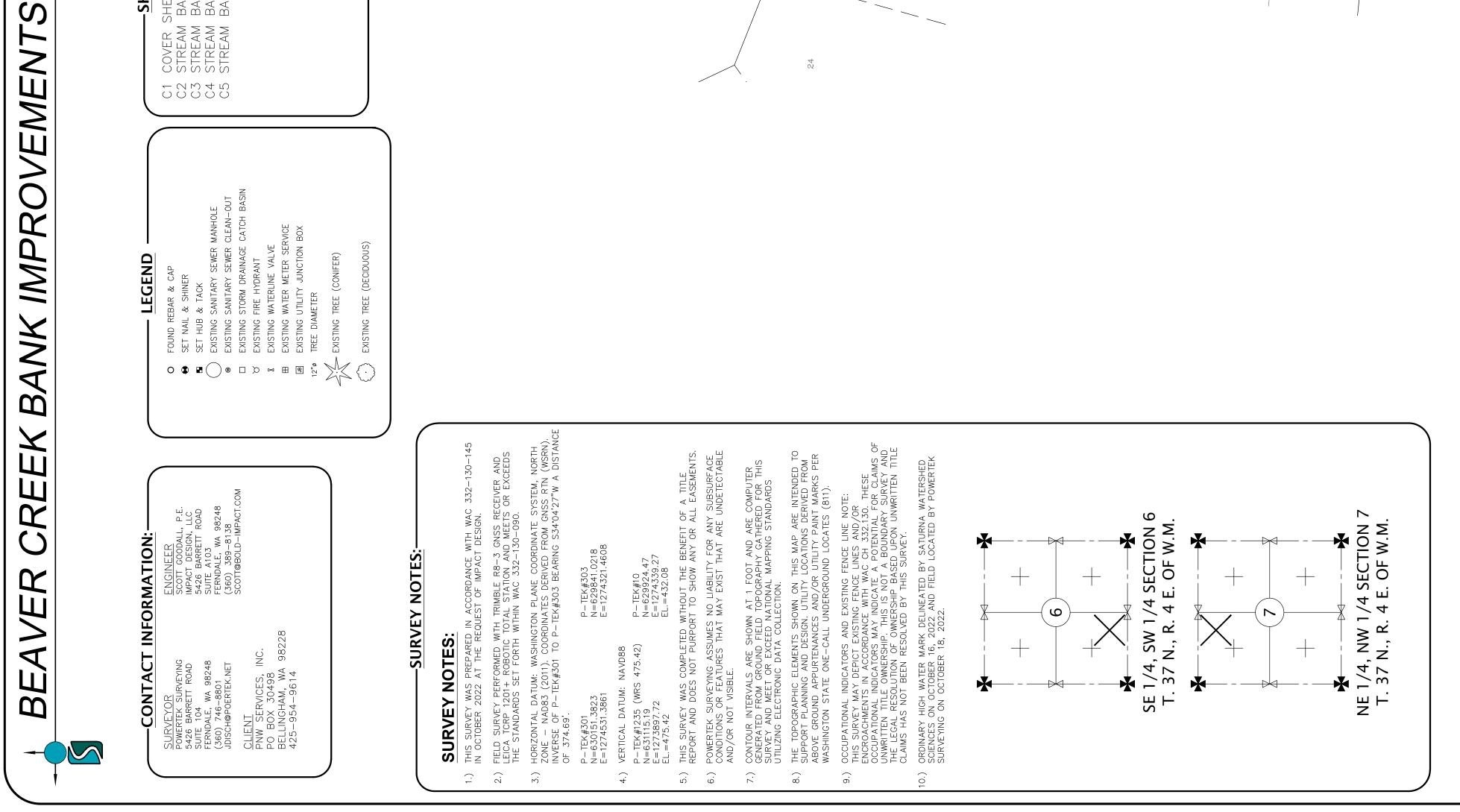


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<b>ERRAL NOTES</b> GENERAL NOTES AL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT WSDOT/APWA STANDARD SPECIFICATIONS. 1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT WSDOT/APWA STANDARD SPECIFICATIONS. 1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT WSDOT/APWA STANDARD APPROVAL. 2. HOLDWAS, WEEKKNDS, AND OUTSIDE THE NORMAL WORK HOURS REQUIRES PRIOR ARRANGEMENTS AND APPROVAL. 3. THE CONTRACTOR SHALL CONTACT UTILITY LOCATION SERVICE 48 HOURS PRIOR TO STARTING WORK AT (BOD) 424–8555 OR BIT. 4. A COPY OF THE DRAWINGS MUST BE ON THE JOBS SITE WHENEVER WORK IS IN PROCESS. 5. ALL TESTING REQUIRED FOR THE ONDER THE RESPONSIBILITY OF THE OWNER. 5. ALL TESTING REQUIRES AND ADD FUGUC FROMERTY OF THE OWNER. 6. ALL TESTING REQUIRE TALL RENTALL BE THE RESPONSIBILITY OF THE OWNER. 6. ALL TESTING REQUIRE ALL RENTALL BE THE RESPONSIBILITY OF THE OWNER. 6. ALL TESTING REQUIRE ALL RENTALL BE THE RESPONSIBILITY OF THE OWNER. 7. MEDIATELY AFTER CONSTRUCTION. THE CONTRACTOR SHALL PROFERTY DISTURBED BY THE WORK	<ol> <li>ALL CUT AND FILL SUPES SHALL BE MULCHED AND SEEDED FOR EROSION CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SLOPE EROSION UNTIL VEGETATION IS FIRMLY ESTABLISHED.</li> <li>CONTRACTOR SHALL SWEEP AND REMOVE ALL DEBRIS TRACKED ONTO EXISTING ROADS DURING ALL PHASES OF CONSTRUCTION.</li> <li>THE CONTRACTOR SHALL INFORM THE ENGINEER OF RECORD OR REPRESENTATIVE AND OBTAIN APPROVAL FOR ANY PROPOSED CHANGES IN PLANS PRIOR TO IMPLEMEN.</li> <li>THE CONTROL IS TO BE MAINTAINED IN ACCORDANCE WITH WSDOT/APWA STANDARD SPECIFICATIONS.</li> </ol>			<complex-block></complex-block>	DOE NOTES

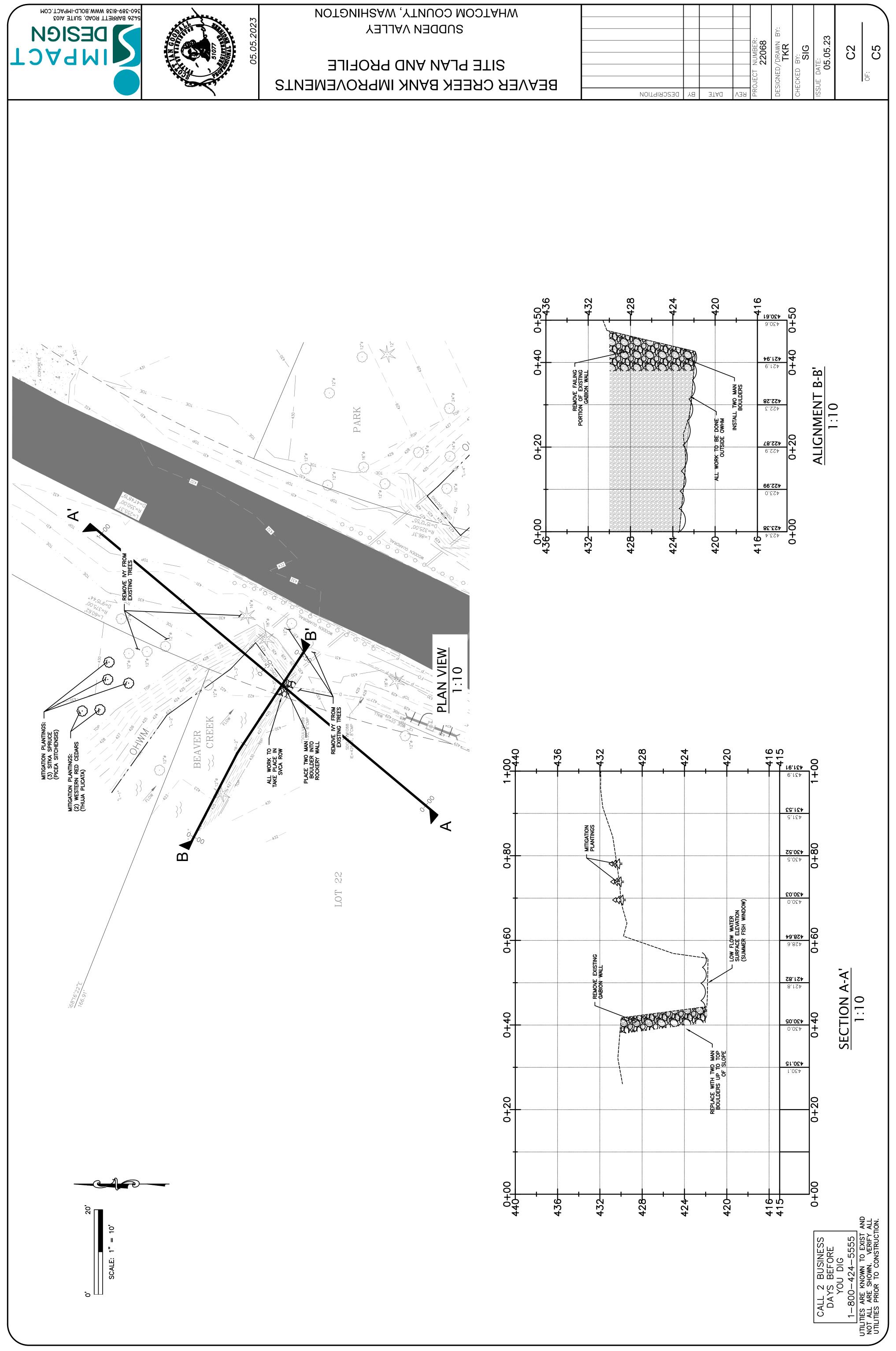


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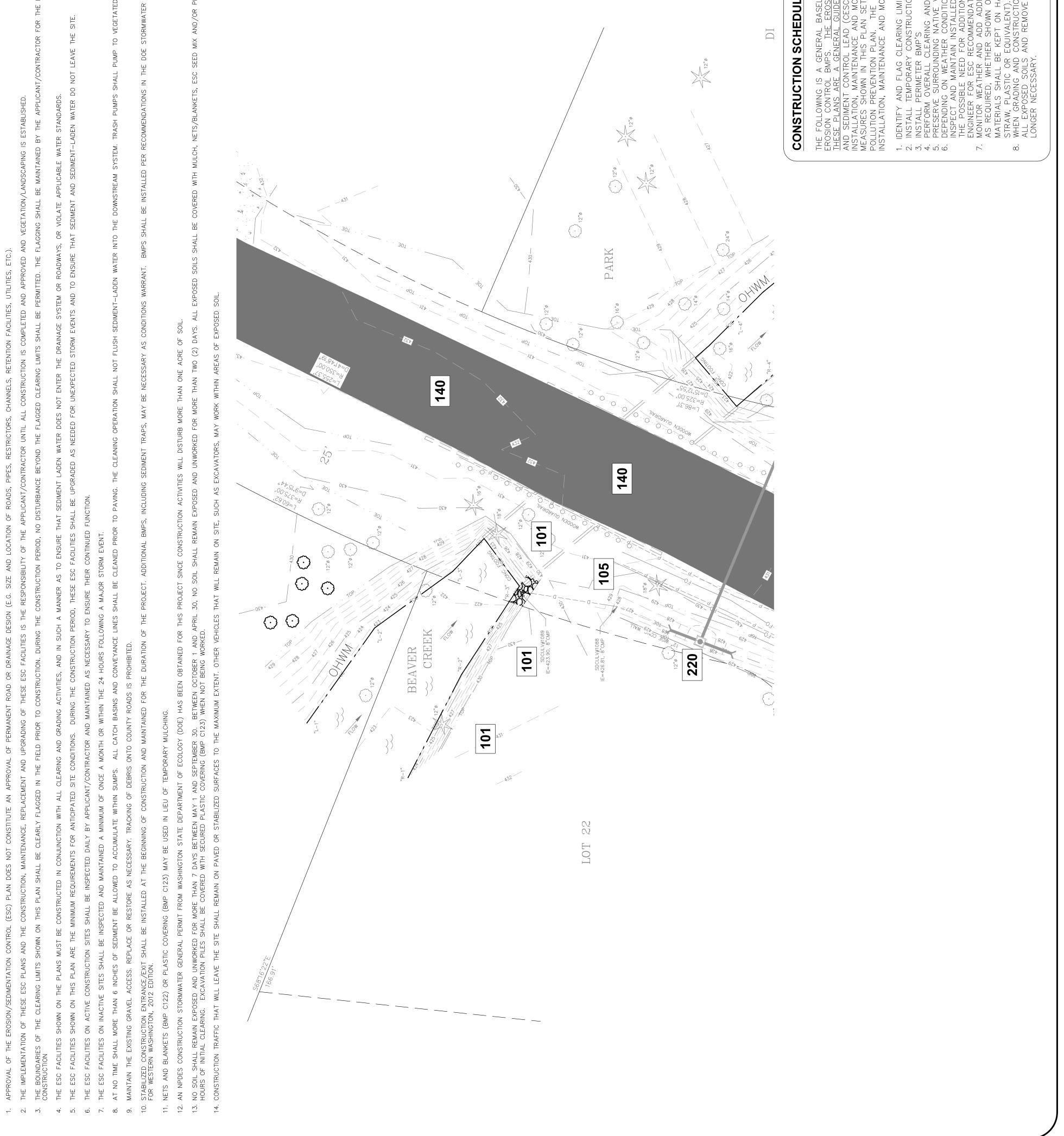


i:/Shared/PROJECTS/22068 Creekside Lane Drainage Improve monto/DRG/CREEKSIDE SLIKEAN BANK INGKONEMENIZ KOCKEKI, NATT DESIGN & 3:55053'9MB JNU 0.Y. 5053-11:300m



I: / Shored/PROJECTS/22068 Creakaide Lane Drainage Improvements/DWC/CREEKSIDE STREAM BANK IMPROVEMENTS ROCKERY WALL DESIGN 5.3.2023.dwg Jun 07, 2023-11:44am

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LEGEND	ELEMENT #1 – MARK CLEARING LIMITS <b>101</b> BMP C101 PRESERVE VEGETATION	ELEMENT #2 - ESTABLISH CONSTRUCTION	BMP C105 STABILIZED CONSTRUCTION ENTRANCE	#	220 BMP C220 STORM DRAIN INLET PROTECTION	<u>ELEMENT #4 - INSTALL SEDIMENT</u> <u>CONTROLS</u>	<b>220</b> BMP C220 STORM DRAIN INLET PROTECTION	ELEMENT #5 - STABILIZE SOILS	<b>120</b> BMP C120 TEMPORARY AND PERMANENT SEEDING	<b>121</b> BMP C121 MULCHING	140 BMP C140 DUST CONTROL	ELEMENT #6 - PROTECT SLOPES	<b>120</b> TEMPORARY AND PERMANENT SEEDING	<b>121</b> BMP C121 MULCHING	₩ 	BMP C220 STORM DRAIN INLE	<u>ELEMENT #8 – STABILIZE CHANNELS</u> and otitiets	_  _  _	element #10 - control dewatering	N/A	ELEMENT #11 – MAINTAIN BMPS	160 BMP C160 Certified erosion and Sediment control lead	ELEMENT #12 - MANAGE THE PROJECT	<b>160</b> BMP C160 CERTIFIED EROSION AND SEDIMENT CONTROL LEAD	ELEMENT #13 - PROTECT LID BMPs	103 BMP C103 HIGH VISIBILITY FENCE									
	DURATION OF	AREAS ON SITE.	MANAGEMENT MANUAL	- 10 - 20	l II																						INF AND SCHEDLIFFOR INSTALLING	E AND THE PROJECT CERTIFIED EROSION CL) IS ULTIMATELY RESPONSIBLE FOR DIFICATION OF ALL EROSION CONTROL	AND OUTLINED IN THE STORM WATER CESCL SHALL DIRECT/APPROVE DIFICATION OF THE SWPPP.	its. on entrance/exit.	GRADING VFGETATION.	DESC ITEMS AND BE PREPARED FOR AL ESC MEASURES. CONTACT THE	TIONS. DITIONAL EROSION CONTROL MEASURES DN THIS PLAN OR NOT. ADDITIONAL BMP	AND AT ALL TIMES (SUCH AS GRAVEL, In are complete, seed and stabilize	UNCE



## **EROSION CONTROL NOTES**

I: / Zhared/PROJECTS/22068 Creekaide Lane Drainage Improvements/DWG/CREEKaide STREAM BANK IMPROVEMENTS ROCKERY WALL DESIGN 5.3.2023.dwg Jun 07, 2023-11:31am

260-389-8138 WWW.BOLD-IMPACT.COM	WHATCOM COUNTY, WASHINGTON	
NOISED DESIGN	SWPPP NOTES BEAVER CREEK BANK IMPROVEMENTS	CHECKED BY:     DESIGNED/DRAWN BY:       DESIGNED/DRAWN BY:     DESIGNED/DRAWN BY:       DESIGNED/DRAWN BY:     22068       DESIGNED/DRAWN BY:     2068
GENERAL DOF NOTES.       INITIAL BMP'S ARE SHOWN ON THE SWPPP SHEET AND ARE HIGHLIGHTED ON THIS SHEET. PLEASE SWPPP SHEET AND ARE HIGHLIGHTED ON THIS SHEET. PLEASE SEE SWPPP SHEET FOR SPECIFIC BMP'S USED AND COMMENTS ON METHODOLOGY. THIS SHEET PROVIDES GENERAL DOF NOTES FRANCING AND COMMENTS         FER       5. THE CESCL TO USE THROUGHOUT THE PROJECT DURATION.         FIR       5. THE CESCL OR INSPECTOR (PROJECTS SITES LESS THAN ONE ACRE) MUST HAVE THE SKILLS TO ASSESS THE:         FIR       5. THE CONDITIONS AND CONSTRUCTION ACTIVITIES THAT COULD IMPACT THE QUALITY OF STORMWATER ISCHARGES.         OFF.       0.00000000000000000000000000000000000	<ul> <li>TREATIMENT BMPS IS NOT FEASIBLE WITHIN 10 DAYS. JUNC TEATIMENT BMPS IS NOT FEASIBLE WITHIN 10 DAYS. SITE OPERATOR MAY REQUEST AN EXTENSION WITHIN 10 DAYS. TRESPONSE PERIOD.</li> <li>DOCUMENTING BMP IMPLEMENTATION AND MAINTEN/LOG BOOK (SITES LARGER THAN 1 ACRE)</li> <li>T. THE CESCL OR INSPECTOR MUST INSPECT ALL AREAS DISCONSTRUCTION ACTIVITIES, ALL BMPS, AND ALL STORMWATT POINTS AT LEAST ONCE EVERY CALENDAR WEEK, ON WITHIN 100 DISCORREGE EVENTS THAT LAST MORE THAN ONE DISCHARGE EVENTS THAT LAST MORE THAN ONE DAY DO NINSPECTIONS. FOR EXAMPLE, IF A STORMWATER POND DISCHARGE EVENTS THAT LAST MORE THAN ONE DAY REQUIRED THAT WEEK.) THE COURSE OF A WEEK, ONLY ONE REQUIRED THAT WEEK.) THE COURSE OF A WEEK, ONLY ONE REQUIRED THAT WEEK.) THE COURSE OF A WEEK, ONLY ONE REQUIRED THAT WEEK.) THE COURAN STABILLZED, INAJONE EVERY CALENDAR MONTH.</li> <li>SUGGESTED BMPS.</li> <li>SUGGESTED BMPS.</li> <li>SUGGESTED BMPS.</li> <li>BMP CIGO: CERTIFIED EROSION AND SEDIMENT CON MAXINE REQUIRED THAT WEEK.) THE COURTOL</li> <li>BMP CIGO: CERTIFIED EROSION AND SEDIMENT CON BMP CIGS. SCHEDULING</li> <li>BMP CIGO: CERTIFIED EROSION AND RAIN GARDEN BMPS.</li> <li>PROV</li></ul>	
GEFERENCE ON A SEPARATE ARGE TO SURFACE WATER, SEE ON ON ARGE TO SURFACE WATER, APPLICATION, OR TO THE APPLICATION, OR TO THE AND AT APPLICATION, OR TO AND AT APPLICATION, OR TO AND AT APPLICATION, OR TO AND AT APPLICATION AND AT APPLICATION APPLICATION APPLICATION APPLICATION, OR TO THE AND AT APPLICATION APPLICATION APPLICATION APPLICATION AT APPLICATION AT APPLICATION AT APPLICATION, OR TO AND AT APPLICATION APPLICATE APPLICA	ORE USING CHEMICAL I pH. UTION PREVENTION CONTAINMENT CONTAINMENT MICAL TREATMENT MICAL TREATMENT RATION ACCONTAINNG WATER, WHICH WATERING WATER, WHICH WATERING WATER, WHICH NOFF AT THE SITE, INTO A RATION ACCL THE SITE, INTO A RATION ACCLUCH AS WELL-POINT ECTLY INTO SUBFACE S, PROVIDED THE CCLU INTO SUBFACE S, PROVIDED THE CLOODING OF RECEIVING A THROUGH STORMWATER S, PROVIDED THE CLUDE:	ANENT EROSION AND DNTINUED PERFORMANCE I BMP SPECIFICATIONS. I CONTROL BMPs WITHIN 30 AFTER THE TEMPORARY AFTER THE TEMPORARY CONTROL BMPs WITHIN 30 AFTER THE TEMPORARY A DEGREE PRACTICABLE NS. I DEGREE PRACTICABLE NS. AND REPAIR ALL BMPs AS THEIR INTENDED FUNCTION. STORMWATER GENERAL ITORING IN ACCORDANCE STORMWATER GENERAL

 TEMPORARY PIPE SLOPE DRAINS MUST HANDLE THE PEAK VOLUMETRIC FLOW RATE CALCULATED USING A 10 MINUTE TIME STEP FROM A TYPE 1A, 10-YEAR, 24-HOUR FREQUENCY STORM FOR THE DEVELOPED CONDITION.
 ALTERNATIVELY, THE 10-YEAR, 1-HOUR FLOW RATE PREDICTED BY AN APPROVED CONTINUOUS RUNOFF MODEL, INCREASED BY A FACTOR OF 1.6, MAY BE USED. THE HYDROLOGIC ANALYSIS MUST USE THE EXISTING LAND COVER CONDITION FOR PREDICTING FLOW RATES FROM TRIBUTARY AREAS OUTSIDE THE PROJECT LIMITS. FOR TRIBUTARY AREAS ON THE PROJECT SITE, THE ANALYSIS MUST USE THE TEMPORARY OR PERMANENT PROJECT LAND COVER CONDITION, WHICHEVER WILL PRODUCE THE HIGHEST FLOW RATES. IF USING THE WESTERN WASHINGTON HYDROLOGY MODEL (WWHM) TO PREDICT FLOWS, BARE SOIL AREAS SHOULD BE MODELED AS "LANDSCAPED" AREA. CHANNELS MUST HANDLE THE PEAK VOLUMETRIC FLOW RATE CALCULATED USING A 10 MINUTE TIME STEP FROM A TYPE 1A, 10-YEAR, CALCULATED USING A 10 MINUTE TIME STEP FROM A TYPE 1A, 10-YEAR, 24-HOUR FREQUENCY STORM FOR THE DEVELOPED CONDITION.
 ALTERNATIVELY, THE 10-YEAR, 1-HOUR FLOW RATE INDICATED BY AN APPROVED CONTINUOUS RUNOFF MODEL, INCREASED BY A FACTOR OF 1.6, MAY BE USED. THE HYDROLOGIC ANALYSIS MUST USE THE EXISTING LAND COVER CONDITION FOR PREDICTING FLOW RATES FROM TRIBUTARY AREAS OUTSIDE THE PROJECT LIMITS. FOR TRIBUTARY AREAS ON THE PROJECT SITE, THE ANALYSIS MUST USE THE TEMPORARY OR PERMANENT PROJECT LAND COVER CONDITION, WHICHEVER WILL PRODUCE THE HIGHEST FLOW RATES. IF USING THE WESTERN WASHINGTON HYDROLOGY MODEL (WWHM) TO PREDICT FLOWS, BARE SOIL AREAS SHOULD BE MODELED AS "LANDSCAPED" AREA. PROTECT ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SO THAT STORMWATER RUNOFF SHALL NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR TREATED TO REMOVE SEDIMENT. CONDUCT MAINTENANCE, FUELING, AND REPAIR OF HEAVY EQUIPMENT AND VEHICLES USING SPILL PREVENTION AND CONTROL MEASURES. CLEAN CONTAMINATED SURFACES IMMEDIATELY FOLLOWING ANY SPILL INCIDENT. 1. DESIGN, CONSTRUCT, AND STABILIZE ALL ON-SITE CONVEYANCE CHANNELS TO PREVENT EROSION FROM THE FOLLOWING EXPECTED PEAK FLOWS: 3. PROVIDE COVER, CONTAINMENT, AND PROTECTION FROM VANDALISM FOR ALL CHEMICALS, LIQUID PRODUCTS, PETROLEUM PRODUCTS, AND OTHER MATERIALS THAT HAVE THE POTENTIAL TO POSE A THREAT TO HUMAN HEALTH OR THE ENVIRONMENT. ONSITE FUELING TANKS MUST INCLUDE SECONDARY CONTAINMENT. SECONDARY CONTAINMENT MEANS PLACING TANKS OR CONTAINMENT. SECONDARY CONTAINMENT MEANS PLACING TANKS OR CONTAINERS WITHIN AN IMPERVIOUS STRUCTURE CAPABLE OF CONTAINING 110% OF THE VOLUME CONTAINED IN THE LARGEST TAKE WITHIN THE CONTAINMENT STRUCTURE. DOUBLE-WALLED TANKS DO NOT REQUIRE ADDITIONAL SECONDARY CONTAINMENT. 2. HANDLE AND DISPOSE OF ALL POLLUTANTS, INCLUDING WASTE MATERIALS AND DEMOLITION DEBRIS THAT OCCUR ON-SITE IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER. UTION PREVENTION PLAN 2. PROVIDE STABILIZATION, INCLUDING ARMORING MATERIAL, ADEQUATE TO PREVENT EROSION OF OUTLETS, ADJACENT STREAM BANKS, SLOPES AND DOWNSTREAM REACHES AT THE OUTLETS OF ALL CONVEYANCE SYSTEMS.  $\triangleleft$ 3. AT THE TOP OF SLOPES, COLLECT DRAINAGE IN PIPE SLOPE DRAINS OR PROTECTED CHANNELS TO PREVENT EROSION. 2. CLEAN OR REMOVE AND REPLACE INLET PROTECTION DEVICES WHEN SEDIMENT HAS FILLED ONE-THIRD OF THE AVAILABLE STORAGE (UNLESS DIFFERENT STANDARD IS SPECIFIED BY THE PRODUCT MANUFACTURER). 5. PLACE CHECK DAMS AT REGULAR INTERVALS WITHIN CONSTRUCTED CHANNELS THAT ARE CUT DOWN A SLOPE. 1. DESIGN, INSTALL, IMPLEMENT AND MAINTAIN EFFECTIVE POLLUTION PREVENTION MEASURES TO MINIMIZE THE DISCHARGE OF POLLUTANTS. A SUGGESTED BMPs. BMP C120: TEMPORARY AND PERMANENT SEEDING BMP C121: MULCHING BMP C121: MULCHING BMP C123: NULCHING BMP C123: PLASTIC COVERING - STOCKPILES ONLY BMP C123: PLASTIC COVERING - STOCKPILES ONLY BMP C124: SODDING BMP C201: GRASS-LINED CHANNELS BMP C201: GRASS-LINED CHANNELS BMP C203: WATER BARS BMP C203: WATER BARS BMP C203: SUBSURFACE DRAINS BMP C204: PIPE SLOPE DRAINS BMP C204: PIPE SLOPE DRAINS BMP C204: PIPE SLOPE DRAINS BMP C205: SUBSURFACE DRAINS BMP C206: LEVEL SPREADER BMP C206: TENCL SPREADER BMP C207: CHECK DAMS CHECK DAM) PLACE EXCAVATED MATERIAL ON THE UPHILL SIDE OF TRENCHES, CONSISTENT WITH SAFETY AND SPACE CONSIDERATIONS. ELEMENT #8: STABILIZE CHANNELS AND OUTLETS SUGGESTED BMPs: BMP C220: STORM DRAIN INLET PROTECTION ELEMENT #7: PROTECT DRAIN INLETS ELEMENT #9: CONTROL POLLUTANTS SUGGESTED BMPs: BMP C202: CHANNEL LINING BMP C122: NETS AND BLANKETS BMP C207: CHECK DAMS BMP C209: OUTLET PROTECTION • • 3. MINIMIZE SEDIMENT DISCHARGES FROM THE SITE. THE DESIGN, INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS MUST ADDRESS FACTORS SUCH AS THE AMOUNT, FREQUENCY, INTENSITY AND DURATION OF PRECIPITATION, THE NATURE OF RESULTING STORMWATER RUNOFF, AND SOIL CHARACTERISTICS, INCLUDING THE RANGE OF SOIL PARTICLE SIZES EXPECTED TO BE PRESENT ON THE SITE. STABILIZE SOILS AT THE END OF THE SHIFT BEFORE A HOLIDAY OR WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST.
 STABILIZE SOIL STOCKPILES FROM EROSION, PROTECTED WITH SEDIMENT TRAPPING MEASURES, AND WHERE POSSIBLE, BE LOCATED AWAY FROM STORM DRAIN INLETS, WATERWAYS AND DRAINAGE CHANNELS. 5. Locate BMPs intended to trap sediment on-site in a manner to avoid interference with the movement of Juvenile Salmonids attempting to enter off-channel areas or drainages. DESIGN AND CONSTRUCT CUT-AND-FILL SLOPES IN A MANNER TO MINIMIZE EROSION. APPLICABLE PRACTICES INCLUDE, BUT ARE NOT LIMITED TO, REDUCING CONTINUOUS LENGTH OF SLOPE WITH TERRACING AND DIVERSIONS, REDUCING SLOPE STEEPNESS, AND ROUGHENING SLOPE SURFACES (FOR EXAMPLE, TRACK WALKING). 4. DIRECT STORMWATER RUNOFF FROM DISTURBED AREAS THROUGH A SEDIMENT POND OR OTHER APPROPRIATE SEDIMENT REMOVAL BMP, BEFORE THE RUNOFF LEAVES A CONSTRUCTION SITE OR BEFORE DISCHARGE TO AN INFILTRATION FACILITY. RUNOFF FROM FULLY STABILIZED AREAS MAY BE DISCHARGED WITHOUT A SEDIMENT REMOVAL BMP, BUT MUST MEET THE FLOW CONTROL PERFORMANCE STANDARD IN ELEMENT #3, BULLET #1. 3. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND TO MINIMIZE DOWNSTREAM CHANNEL AND STREAM BANK EROSION.
4. SOILS MUST NOT REMAIN EXPOSED AND UNWORKED FOR MORE THAN THE TIME PERIODS SET FORTH BELOW TO PREVENT EROSION:
DURING THE DRY SEASON (MAY 1 - SEPT. 30): 7 DAYS STABILIZE EXPOSED AND UNWORKED SOILS BY APPLICATION OF EFFECTIVE BMPs THAT PREVENT EROSION. APPLICABLE BMPs INCLUDE, BUT ARE NOT LIMITED TO: TEMPORARY AND PERMANENT SEEDING, SODDING, MULCHING, PLASTIC COVERING, EROSION CONTROL FABRICS AND MATTING, SOIL APPLICATION OF POLYACRYLAMIDE (PAM), THE EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED, AND DUST CONTROL. CONSTRUCT SEDIMENT CONTROL BMPs (SEDIMENT PONDS, TRAPS, FILTERS, ETC.) AS ONE OF THE FIRST STEPS IN GRADING. THESE BMPs SHALL BE FUNCTIONAL BEFORE OTHER LAND DISTURBING ACTIVITIES TAKE PLACE. SOIL EXPOSED DURING CONSTRUCTION ACTIVITY. 9. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL 2. DIVERT OFF-SITE STORMWATER (RUN-ON) OR GROUND WATER AWAY FROM SLOPES AND DISTURBED AREAS WITH INTERCEPTOR DIKES, PIPES AND/OR SWALES. OFF-SITE STORMWATER SHOULD BE MANAGED SEPARATELY FROM STORMWATER GENERATED ON THE SITE. SUGGESTED BMPs/BMPs TO BE USED: BMP C120: TEMPORARY AND PERMANENT SEEDING BMP C121: MULCHING BMP C121: MULCHING BMP C122: NETS AND BLANKETS BMP C122: NETS AND BLANKETS BMP C123: PLASTIC COVERING - STOCKPILES ONLY BMP C123: PLASTIC COVERING - STOCKPILES ONLY BMP C124: SODDING BMP C124: SODDING BMP C125: TOPSOILING/COMPOSTING BMP C126: POLYACRYLAMIDE FOR SOIL EROSION PROTECTION BMP C130: SURFACE ROUGHENING BMP C131: GRADIENT TERRACES BMP C130: DUST CONTROL 1. DESIGN, INSTALL, AND MAINTAIN EFFECTIVE EROSION CONTROLS AND SEDIMENT CONTROLS TO MINIMIZE THE DISCHARGE OF POLLUTANTS. 6. WHERE FEASIBLE, DESIGN OUTLET STRUCTURES THAT WITHDRAW IMPOUNDED STORMWATER FROM THE SURFACE TO AVOID DISCHARGING SEDIMENT THAT IS STILL SUSPENDED LOWER IN THE WATER COLUMN. 2. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. DURING THE WET SEASON (OCTOBER 1 - APRIL 30): 2 DAYS SUGGESTED BMPs: BMP C203: WATER BARS BMP C207: CHECK DAMS BMP C209: OUTLET PROTECTION BMP C209: OUTLET PROTECTION BMP C240: SEDIMENT TRAP BMP C245: CONSTRUCTION STORMWATER FILTRATION SUGGESTED BMPs: BMP C220: STORM DRAIN INLET PROTECTION BMP C231: BRUSH BARRIER BMP C232: GRAVEL FILTER BERM BMP C233: SILT FENCE BMP C234: VEGETATED STRIP BMP C235: WATTLES BMP C240: SEDIMENT TRAP BMP C241: SEDIMENT POND ELEMENT #4: INSTALL SEDIMENT CONTROLS 8. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. ELEMENT #6: PROTECT SLOPES ELEMENT #5: STABILIZE SOILS 7. MINIMIZE THE AMOUNT OF STORMWATER POLL THE FOLLOWING DESCRIBES HOW THE CONSTRUCTION SWPP PLAN MAY ADDRESS EACH OF THE 13 REQUIRED ELEMENTS. REFER TO THE PROJECT CONSTRUCTION PLANS FOR A VICINITY MAP, SWPP SITE PLAN, CONVEYANCE SYSTEMS, EROSION AND SEDIMENT CONTROL MEASURES, AND EROSION AND SEDIMENT CONTROL DETAILS. THE BMPs SHOWN ON THE SWPP SITE PLAN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. THE SWPP PLAN SHALL BE MODIFIED BY THE CONTRACTOR USING THE FOLLOWING SUGGESTED BMPS AS REQUIRED TO MEET THE ACTUAL SITE CONDITIONS. THE SUFFACE WATER QUALITY, GROUND WATER QUALITY, OR SEDIMENT MANAGEMENT STANDARDS. THE CONTRACTOR SHALL MAINTAIN THESE BMPS UNTIL ALL CONSTRUCTION IS APPROVED AND/OR THE SITE HAS BEEN PERMANENTLY STABILIZED. AT BEFORE BEGINNING LAND DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRADING, CLEARLY MARK ALL CLEARING LIMITS, SENSITIVE AREAS AND THEIR BUFFERS, AND TREES THAT ARE TO BE PRESERVED WITHIN THE CONSTRUCTION AREA. PLASTIC, METAL, OR FABRIC FENCE MAY BE USED TO MARK THE CLEARING LIMITS. MINIMIZE CONSTRUCTION SITE ACCESS POINTS ALONG LINEAR PROJECTS, SUCH AS ROADWAYS. STREET WASHING MAY REQUIRE LOCAL JURISDICTION APPROVAL. IF SEDIMENT IS TRACKED OFF SITE, CLEAN THE AFFECTED ROADWAY THOROUGHLY AT THE END OF EACH DAY, OR MORE FREQUENTLY AS NECESSARY (FOR EXAMPLE, DURING WET WEATHER). REMOVE SEDIMENT FROM ROADS BY SHOVELING, SWEEPING, OR PICKUP AND TRANSPORT THE SEDIMENT TO A CONTROLLED SEDIMENT DISPOSAL AREA. NO EXCAVATED MATERIAL SHALL LEAVE THE REFINERY SITE. IF NECESSARY, A STABILIZED CONSTRUCTION ENTRANCE MAY BE USED ONLY IF TRACKOUT FROM EQUIPMENT ONTO ROADWAYS IS OBSERVED. LOCATION WILL BE DETERMINED BY THE ON-SITE CESCL. IF USED, RUMBLE PLATES TO BE USED AS AN ALTERNATIVE TO SPALLED CONSTRUCTION ENTRANCE. A SHARED CONSTRUCTION ENTRANCE WITH THE P66 FERNDALE RESPONSE CENTER IS ALSO ACCEPTABLE. 2. WHERE NECESSARY TO COMPLY WITH THE ABOVE, CONSTRUCT STORMWATER RETENTION OR DETENTION FACILITIES AS ONE OF THE FIRST STEPS IN GRADING. ASSURE THAT DETENTION FACILITIES FUNCTION PROPERLY BEFORE CONSTRUCTING SITE IMPROVEMENTS (E.G., IMPERVIOUS SURFACES). STABILIZE ACCESS POINTS WITH A PAD OF QUARRY SPALLS, CRUSHED ROCK, OR OTHER EQUIVALENT BMPs, TO MINIMIZE TRACKING OF SEDIMENT ONTO PUBLIC ROADS. 2. RETAIN THE DUFF LAYER, NATIVE TOPSOIL, AND NATURAL VEGETATION IN AN UNDISTURBED STATE TO THE MAXIMUM DEGREE PRACTICABLE.
 IF IT IS NOT PRACTICAL TO RETAIN THE DUFF LAYER IN PLACE, THEN STOCKPILE IT ON-SITE, COVER IT TO PREVENT EROSION, AND REPLACE IT IMMEDIATELY WHEN YOU FINISH DISTURBING THE SITE. THE BMP's NOTED ON THIS SHEET MAY BE FOUND IN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON VOLUME II, CONSTRUCTION STORMWATER POLLUTION PREVENTION THIS STORMWATER POLLUTION PREVENTION PLAN IS PROVIDED IN GENERAL ACCORDANCE WITH THE TERMS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS ADVISED THAT THE PROJECT AREA MAY DRAIN TO WETLANDS AND/OR STATE WATERS AND THAT THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE RECEIVING WATERS FROM DELETERIOUS EFFECTS OF CONSTRUCTION. **ELEMENT #3: CONTROL FLOW RATES** 1. PROTECT PROPERTIES AND WATERWAYS DOWNSTREAM OF DEVELOPMENT SITES FROM EROSION AND THE ASSOCIATED DISCHARGE OF TURBID WATERS DUE TO INCREASES IN THE VELOCITY AND PEAK VOLUMETRIC FLOW RATE OF STORMWATER RUNOFF FROM THE PROJECT SITE. THE CONTRACTOR IS REQUIRED TO HAVE A COPY OF THE SWPP PLAN ONSITE ALL TIMES. IF PERMANENT INFILTRATION PONDS ARE USED FOR FLOW CONTROL DURING CONSTRUCTION, PROTECT THESE FACILITIES FROM SILTATION DURING THE CONSTRUCTION PHASE. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THE EROSION AND SEDIMENT CONTROL BMPs SHOWN OR DESCRIBED IN THE CONTRACT DOCUMENTS. SUGGESTED BMPs: BMP C145: STABILIZED CONSTRUCTION ENTRANCE/EXIT (IF NECESSARY) BMP C146: WHEEL WASH BMP C147: CONSTRUCTION ROAD / PARKING AREA STABILIZATION CONTROL STREET WASH WASTEWATER BY PUMPING BACK ON-SITE, OR OTHERWISE PREVENT IT FROM DISCHARGING INTO SYSTEMS TRIBUTARY TO WATERS OF THE STATE. LOCATE WHEEL WASH OR TIRE BATHS ON SITE, IF THE STABILIZED CONSTRUCTION ENTRANCE IS NOT EFFECTIVE IN PREVENTING TRACKING SEDIMENT ONTO ROADS. ELEMENT #1: PRESERVE VEGETATION/MARK CLEARING LIMITS 5. CONDUCT STREET WASHING ONLY AFTER SEDIMENT IS REMOVED IN ACCORDANCE WITH THE ABOVE. LIMIT CONSTRUCTION VEHICLE ACCESS AND EXIT TO ONE ROUTE, IF POSSIBLE. SUGGESTED BMPs: BMP C141 : PRESERVING NATURAL VEGETATION BMP C142: BUFFER ZONES BMP C143: HIGH VISIBILITY PLASTIC OR METAL FENCE BMP C231: BRUSH BARRIER BMP C233: SILT FENCE ELEMENT #2: ESTABLISH CONSTRUCTION ACCESS

DISCHARGE WHEEL WASH OR TIRE BATH WASTEWATE ON-SITE TREATMENT SYSTEM THAT PREVENTS DISCHARG SUCH AS CLOSED-LOOP RECIRCULATION OR UPLAND API SUCH AS CLOSED-LOOP RECIRCULATION OR UPLAND API SANITARY SEWER, WITH LOCAL SEWER DISTRICT APPROV
 APPLY FERTILIZERS AND PESTICIDES IN A MANNER AN RATES THAT WILL NOT RESULT IN LOSS OF CHEMICAL TO FOLLOW MANUFACTURERS' LABEL REQUIREMENTS FOR *I* AND PROCEDURES
 USE BMPs TO PREVENT CONTAMINATION OF STORMW. MODIFYING SOURCES. THE SOURCES FOR THIS CONTAM ARE NOT LIMITED TO: BULK CEMENT, CEMENT KILN DUST CONCRETE WASHING AND SAWING, EXPOSED AGG DEWATERING CONCRETE VAULTS, CONCRETE PUMPING *I* WATERS.

8. ADJUST THE PH OF STORMWATER IF NECESSARY WATER QUALITY STANDARDS.

ASSURE THAT WASHOUT OF CONCRETE TRUCKS IS PE IN DESIGNATED CONCRETE WASHOUT AREAS ONLY. DO CONCRETE TRUCKS ONTO THE GROUND, OR INTO STORN DITCHES, STREETS, OR STREAMS. DO NOT DUMP EXCES EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. C CONCRETE DISCHARGE TO SURFACE WATERS OF THE ST
 OBTAIN WRITTEN APPROVAL FROM ECOLOGY BEFORI TREATMENT OTHER THAN CO2 OR DRY ICE TO ADJUST pH

SUGGESTED BMPs: BMP C151: CONCRETE HANDLING BMP C152: SAWCUTTING AND SURFACING POLLUT BMP C153: MATERIAL DELIVERY, STORAGE AND C BMP C154: CONCRETE WASHOUT AREA BMP C154: CONSTRUCTION STORMWATER CHEMI BMP C250: CONSTRUCTION STORMWATER FILTRA BMP C251: CONSTRUCTION STORMWATER FILTRA BMP C252: HIGH pH NEUTRALIZATION USING CO2 BMP C253: pH CONTROL FOR HIGH pH WATER

ELEMENT #10: CONTROL DE-WATERING

1. DISCHARGE FOUNDATION, VAULT, AND TRENCH DE HAS SIMILAR CHARACTERISTICS TO STORMWATER RU CONTROLLED CONVEYANCE SYSTEM BEFORE DISCH/ OR SEDIMENT POND.

DISCHARGE CLEAN, NON-TURBID DE-WATERING WATE GROUND WATER, TO SYSTEMS TRIBUTARY TO, OR DIREC WATERS OF THE STATE, AS SPECIFIED IN ELEMENT #8, P DE-WATERING FLOW DOES NOT CAUSE EROSION OR FLC WATERS. DO NOT ROUTE CLEAN DEWATERING WATER TI SEDIMENT PONDS. NOTE THAT "SURFACE WATERS OF TH A CONSTRUCTION SITE AS WELL AS OFF SITE; FOR EXAM THROUGH A SITE.

HANDLE HIGHLY TURBID OR OTHERWISE CONTAMI WATER SEPARATELY FROM STORMWATER.

OTHER TREATMENT OR DISPOSAL OPTIONS MAY INCL a) INFILTRATION.
 INFILTRATION.
 TRANSPORT OFF-SITE IN A VEHICLE, SUCH AS A VACUI LEGAL DISPOSAL IN A MANNER THAT DOES NOT POLLUTI C) ECOLOGY-APPROVED ON-SITE CHEMICAL TREATMENT TREATMENT TECHNOLOGIES.
 SANITARY OR COMBINED SEWER DISCHARGE WITH LO APPROVAL, IF THERE IS NO OTHER OPTION.
 USE OF A SEDIMENTATION BAG THAT DISCHARGES TO SMALL VOLUMES OF LOCALIZED DEWATERING.

SUGGESTED BMPs: BMP C203: WATER BARS BMP C236: VEGETATIVE FILTRATION

ELEMENT #11: MAINTAIN BMPs

MAINTAIN AND REPAIR ALL TEMPORARY AND PERM/ SEDIMENT CONTROL BMPs AS NEEDED TO ASSURE CC OF THEIR INTENDED FUNCTION IN ACCORDANCE WITH
 REMOVE ALL TEMPORARY EROSION AND SEDIMENT DAYS AFTER ACHIEVING FINAL SITE STABILIZATION OR

REMOVE ALL TEMPORARY EROSION AND SEL DAYS AFTER ACHIEVING FINAL SITE STABILIZATI BMPS ARE NO LONGER NEEDED.

SUGGESTED BMPs: BMP C150: MATERIALS ON HAND BMP C160: CERTIFIED EROSION AND SEDI

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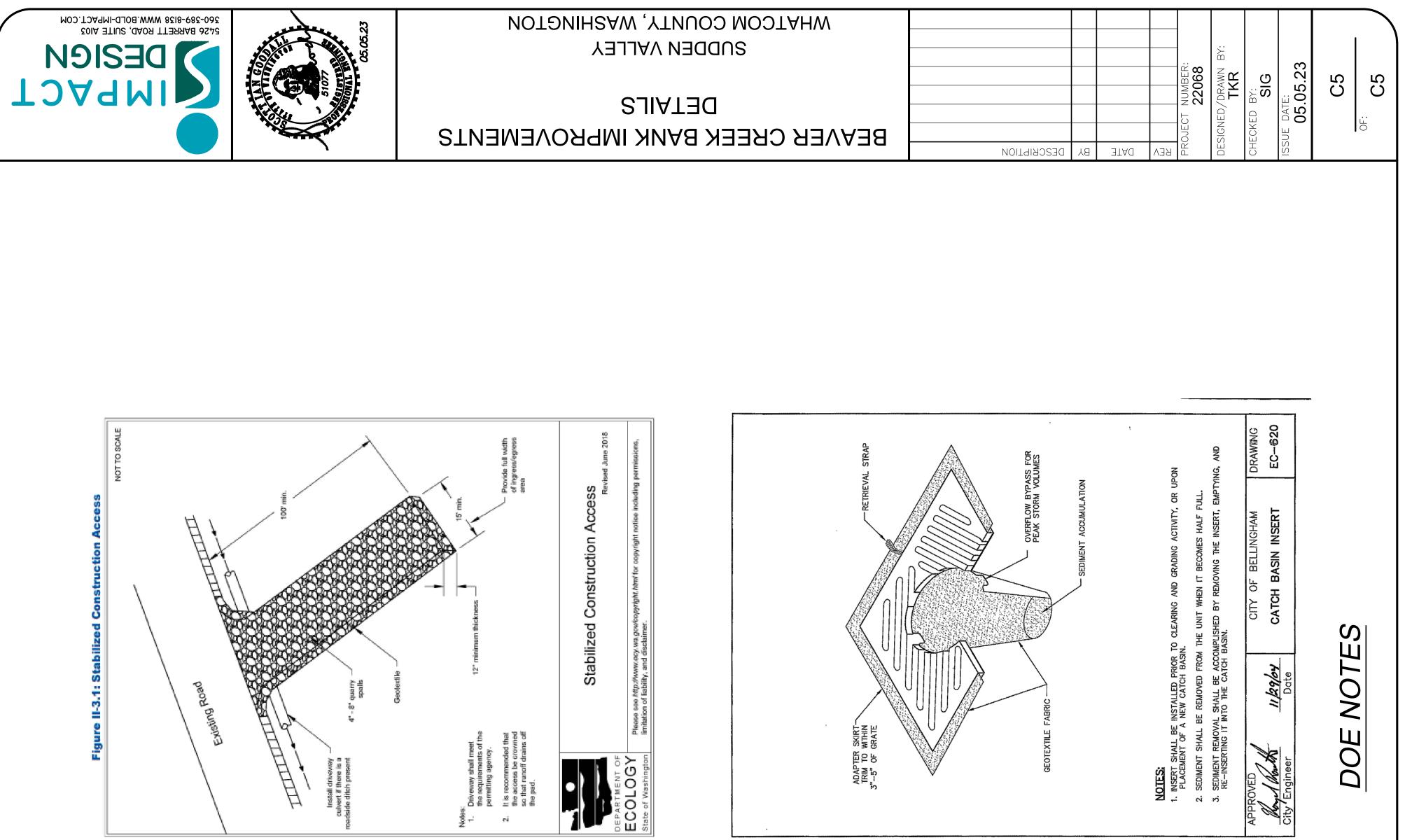
ELEMENT #12: MANAGE THE PROJECT

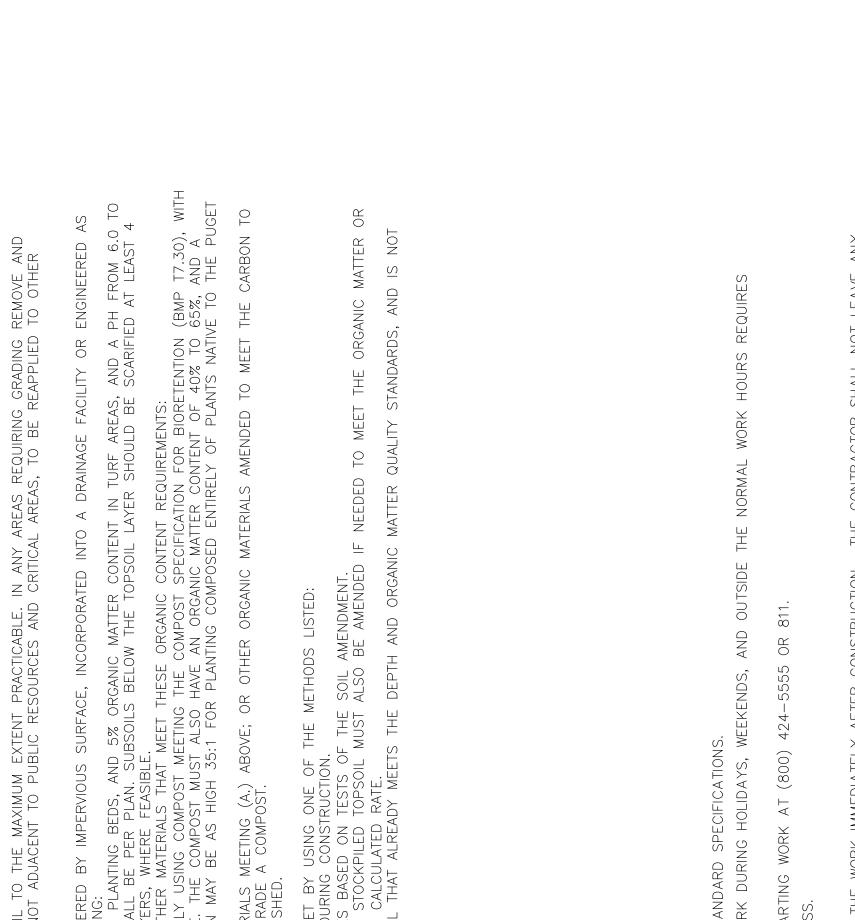
PHASE DEVELOPMENT PROJECTS TO THE MAXIMUM D AND TAKE INTO ACCOUNT SEASONAL WORK LIMITATIONS
 INSPECTION AND MONITORING - INSPECT, MAINTAIN A NEEDED TO ASSURE CONTINUED PERFORMANCE OF THE PROJECTS REGULATED UNDER THE CONSTRUCTION STC PERMIT MUST CONDUCT SITE INSPECTIONS AND MONITO WITH SPECIAL CONDITION S4 OF THE CONSTRUCTION ST PERMIT.

3. MAINTAINING AN UPDATED CONSTRUCTION SWPP IMPLEMENT THE SWPPP.

4. PROJECTS THAT DISTURB ONE OR MORE ACRES MUS INSPECTIONS CONDUCTED BY A CERTIFIED EROSION AN LEAD (CESCL). PROJECT SITES DISTURBING LESS THAN CESCL OR A PERSON WITHOUT CESCL CERTIFICATION C BY THE INITIATION OF CONSTRUCTION, THE SWPPP MUS OR INSPECTOR, WHO MUST BE PRESENT ON-SITE OR ON

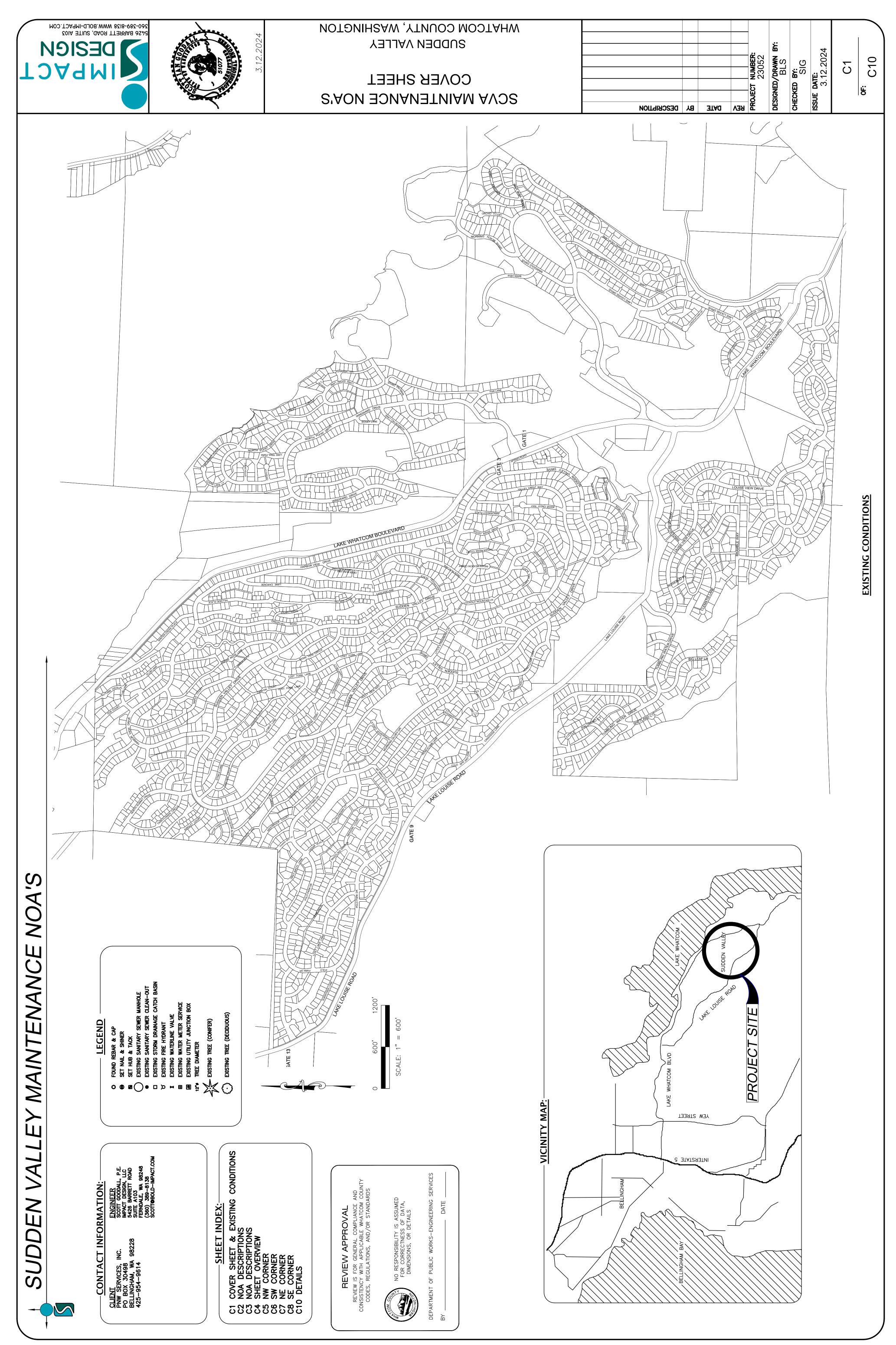
:/Shored/PROLECTS/22068 Greekalde Lane Drainage improvements/DWG/CREEKSIDE STREAM BANK IMPROVEMENTS ROCKERY WALL DESIGN 5.3.2.023.dwg Jun 07, 2023–11;32,am







I: / Shared/PROJECTS/22068 Created a Drainage Improvements/DWG/CREEKSIDE STREAM BANK IMPROVEMENTS ROCKERY WALL DESIGN 5.3.2023.dwg Jun 07, 2023-11:33am



I: / 2NORed/PROJECTS/23063 SVCA 2024 Culvert and Road NOA/DWG/Culvert NOA's/SVCA NOA's dwg Mar 13, 2024-12:01pm

			Culvert	Culvert	Culvert		
Culvert ID Z	Zone Number	Approximate Address	Length (ft.)	Diameter (in.)	Material	Project Description	
403	Zone 9	230 Polo Park Dr	59	18	CMP	Remove and replace culvert with same size CPP	
404	Zone 9	230 Polo Park Dr	79	18	CMP	Remove and replace culvert with same size CPP	
FND67	Zone 1	Gate 1 Mailbox Entrance	39	12	CMP	Remove culvert and maintain postive drainage	
FND 68.2	Area Z	Maintenance Parking	12	12	СРР	Remove and replace culvert with same size CPP	
FND 68.3	Area Z	Maintenance Parking	06	12	PVC/CPP	Remove and replace culvert with same size CPP	A REAL
FND 68.4	Area Z	Btwn Maintenance/Tall Bar	40	12	СРР	Remove and replace culvert with same size CPP	
FND 68.1	Area Z	Toward Community Garden	37	12	CMP	Remove and replace culvert with same size CPP	
FND Area Z	Area Z	Large Barn Area Z	205	12	СРР	Remove and replace culvert with same size CPP	
FND 21.2	Zone 3A	Newberry Ct	27	18	CMP	Remove and replace culvert with same size CPP	
205	Zone 3A	15 Spring Rd	40	24	CMP	Remove and replace culvert with same size CPP	
176	Zone 3B	24 Lost Fork Ln	50	12	CMP	Remove and replace culvert with same size CPP	
432 433	Zone 3B	13 Strawberry Cyn Ct	46	18	CMP	Remove and replace culvert with same size CPP	
402	Zone 3B	7 Lost Fork Ln	39	24	CMP	Remove and replace culvert with same size CPP	
103	Zone 3C	142 Harbor View Dr	42	24	CMP	Remove and replace culvert with same size CPP	
66	Zone 3C	28 Plum Ln	51	12	CMP	Remove and replace culvert with same size CPP	
214	Zone 3C	46 Maple Ct	67	18	CMP	Remove and replace culvert with same size CPP	
122	Zone 3D	2 Rocky Ridge Dr	29	18	CMP	Remove and replace culvert with same size CPP	A A 7
117	Zone 3D	54 Harbor View Dr	35	18	CMP	Remove and replace culvert with same size CPP	
FND 30	Zone 3D	99 Harbor View Dr	39	18	CMP	Remove and replace culvert with same size CPP	5
109	Zone 3D	55 Green Hill Rd	41	18	CPP/CMP	Remove and replace culvert with same size CPP	
120	Zone 3D	10 Harbor View Dr	42	18	CMP	Remove and replace culvert with same size CPP	
118	Zone 3D	46 Harbor View Dr	43	18	CMP	Remove and replace culvert with same size CPP	
110	Zone 3D	125 Harbor View	52	18	CMP	Remove and replace culvert with same size CPP	
39	Zone 9	8 Horseshoe Cir	34	12	CMP	Remove and replace culvert with same size CPP	NOIL
27	Zone 13	66 Polo Park Dr	39	12	CMP	Remove and replace culvert with same size CPP	EZCKIL
20	Zone 13	168 Polo Park Dr	42	12	CPP/CMP	Remove and replace culvert with same size CPP	BA D
55	Zone 13	5 River Ridge Loop	45	12	CMP	Remove and replace culvert with same size CPP	ATE
PAGE C3 FOR CONDINUATION							
							DESIGNED/ CHECKED
							3.12.2024

	260-289-8138 WWW.BOLD-IMPACT.COM DESIGNANCETT ROAD, SUITE A103	Solution and a soluti	SCVA MAINTENANCE NOA'S SUDITAIADESCRIPTIONS WHATCOM COUNTY, WASHINGTON			JTAQ	PROJECT NUMBER: 23052	DESIGNED/DRAWN BY: BLS	CKED	ISSUE DATE: 3.12.2024	C3	C10
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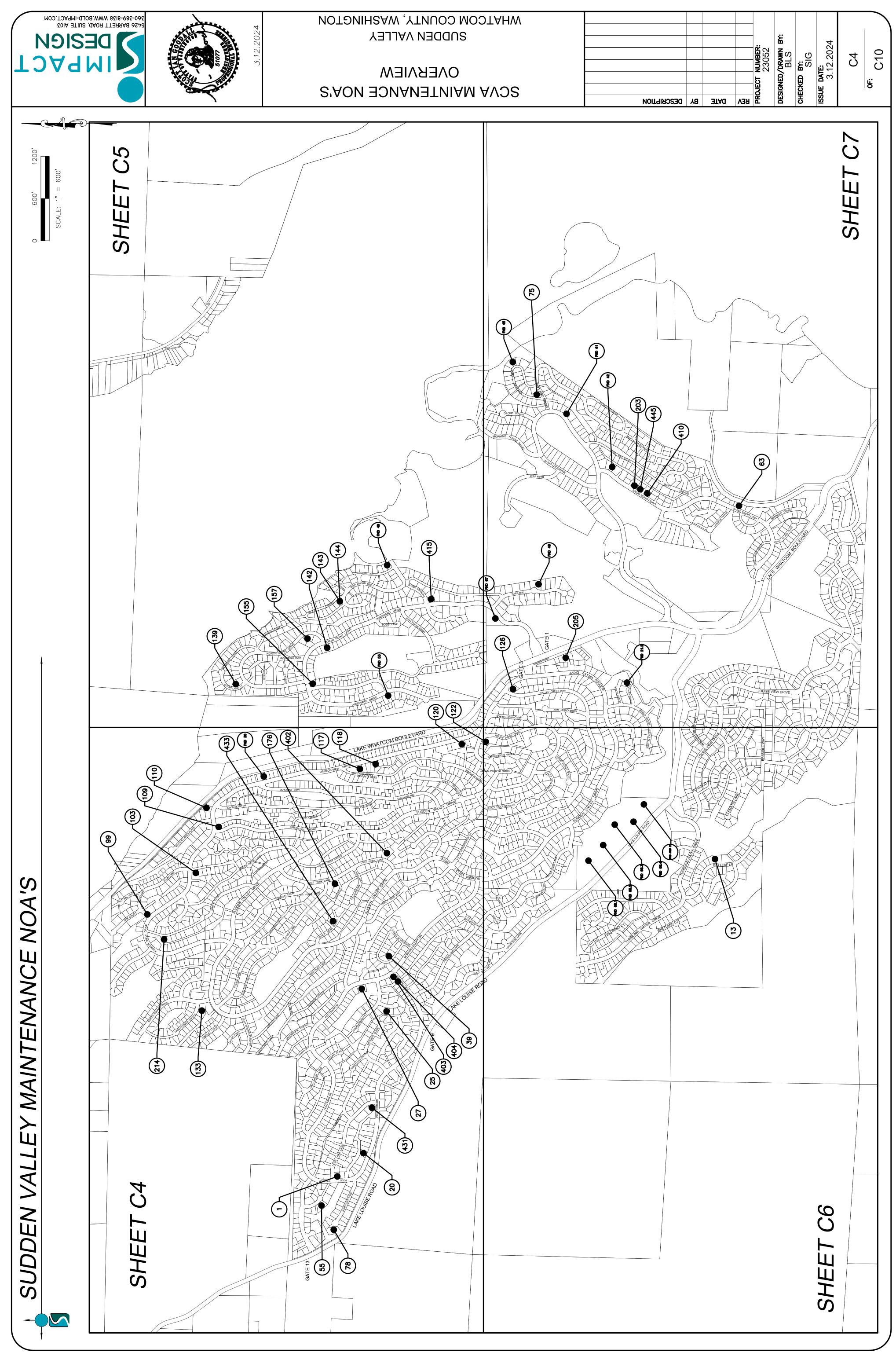
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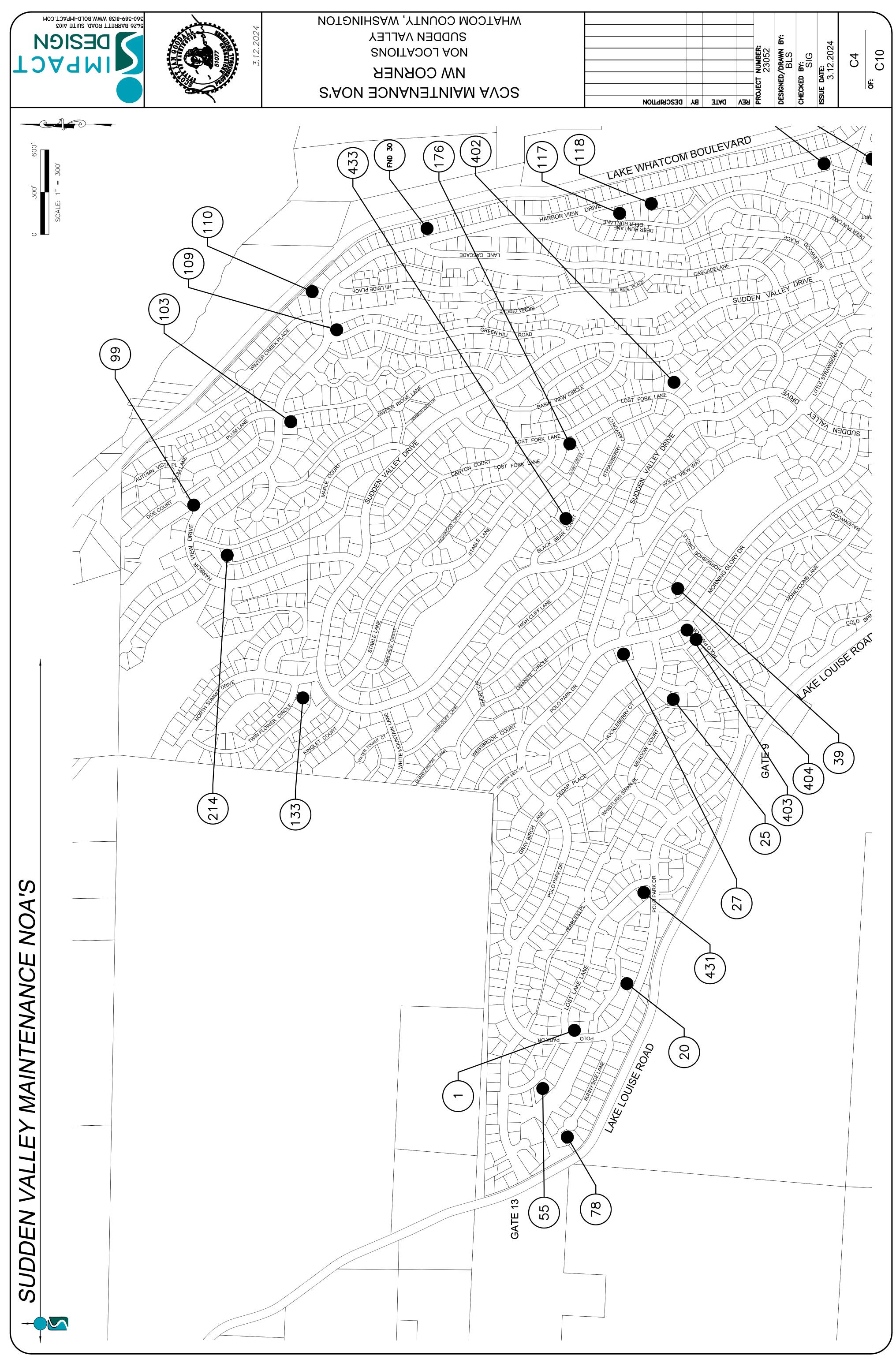
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lo Park Dr	54	18	CMP	Remov
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e Louise Dr	70	18	CMP	Remov
t Lake Ln	75	18	CMP	Remov
gshore Ln	82	12	CMP	Remov
h Summit Dr	83	24	CMP	Remov
e Louise Dr	120	12	CMP	Remov
len Valley Dr	120	18	CMP/CPP	Remov
e Louise Dr (Outlet)	200	12	CMP	Remov
Louise Dr	254	12	CMP	Remov
Marigold Dr	283	12	CMP	Remov
	3306			

\*CULVERT FND 67 IS TO BE REMOVED AND NOT REPLACED LOCATED ALONG WINDWARD DRIVE.

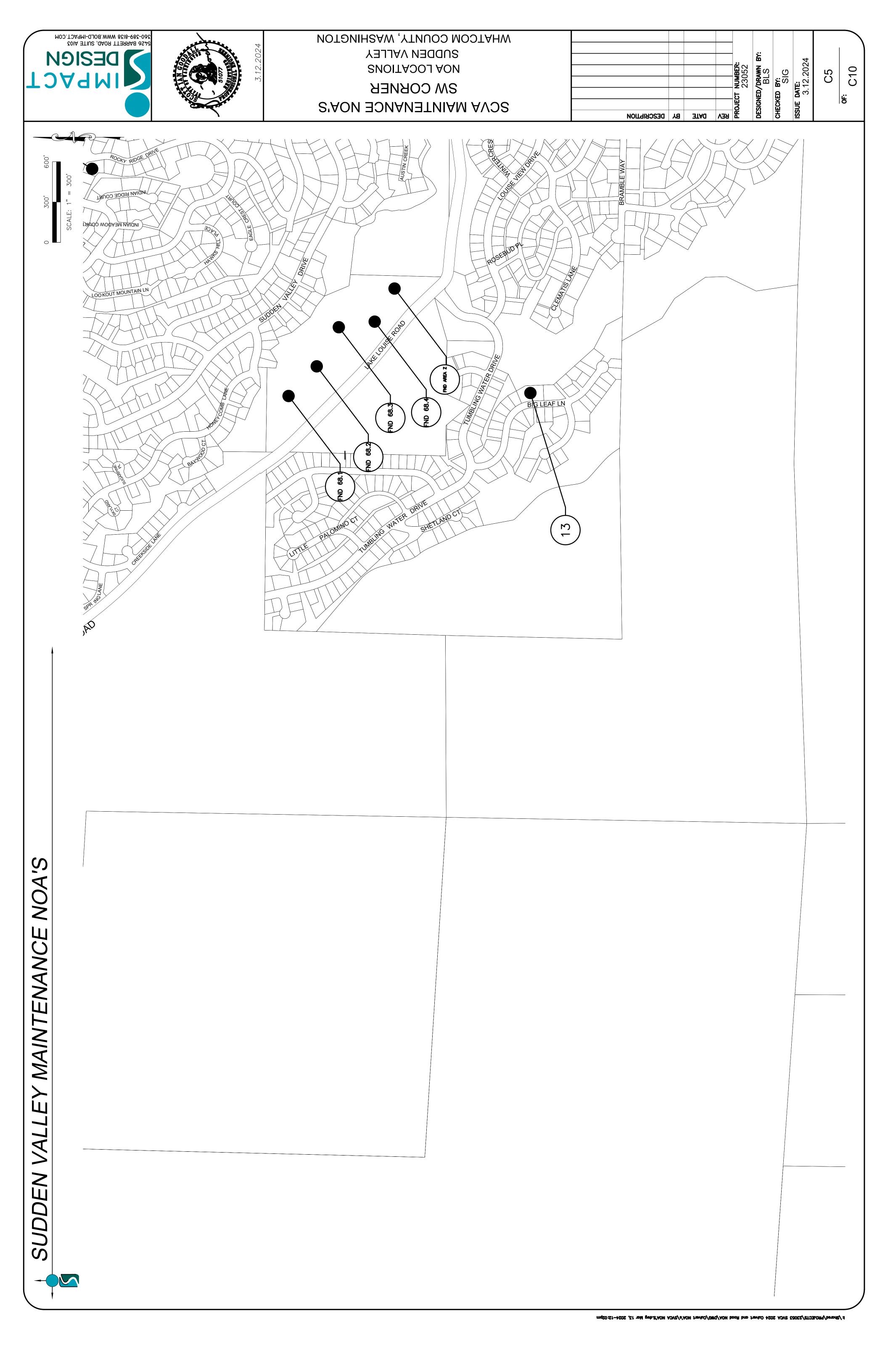
## 26 Long 4 North 26 Long 22 Lake Lake Lake 29 Lost 17 Clea Mari 20 Lake 65 Win 17 Mari 1 Sudde 142 Wi 28 Win 20 Par | Sunf 150 Po 5 Nort 83 Win 37-30 h 6 Lake 29 Sun **18 Big** 43 14 52 23 3D 13 13 Zone 3C Zone 13 Zone 2 ഗ Zone 1 2 て N 2 て T T こ Zone 2 -T --Zone Zone **FND 49** 410 126 155 139 415 75 445 78 144 13 142 203 63 143 133 157 FND 53 **FND 48 FND 45** 431 61 FND 42 FND Totals

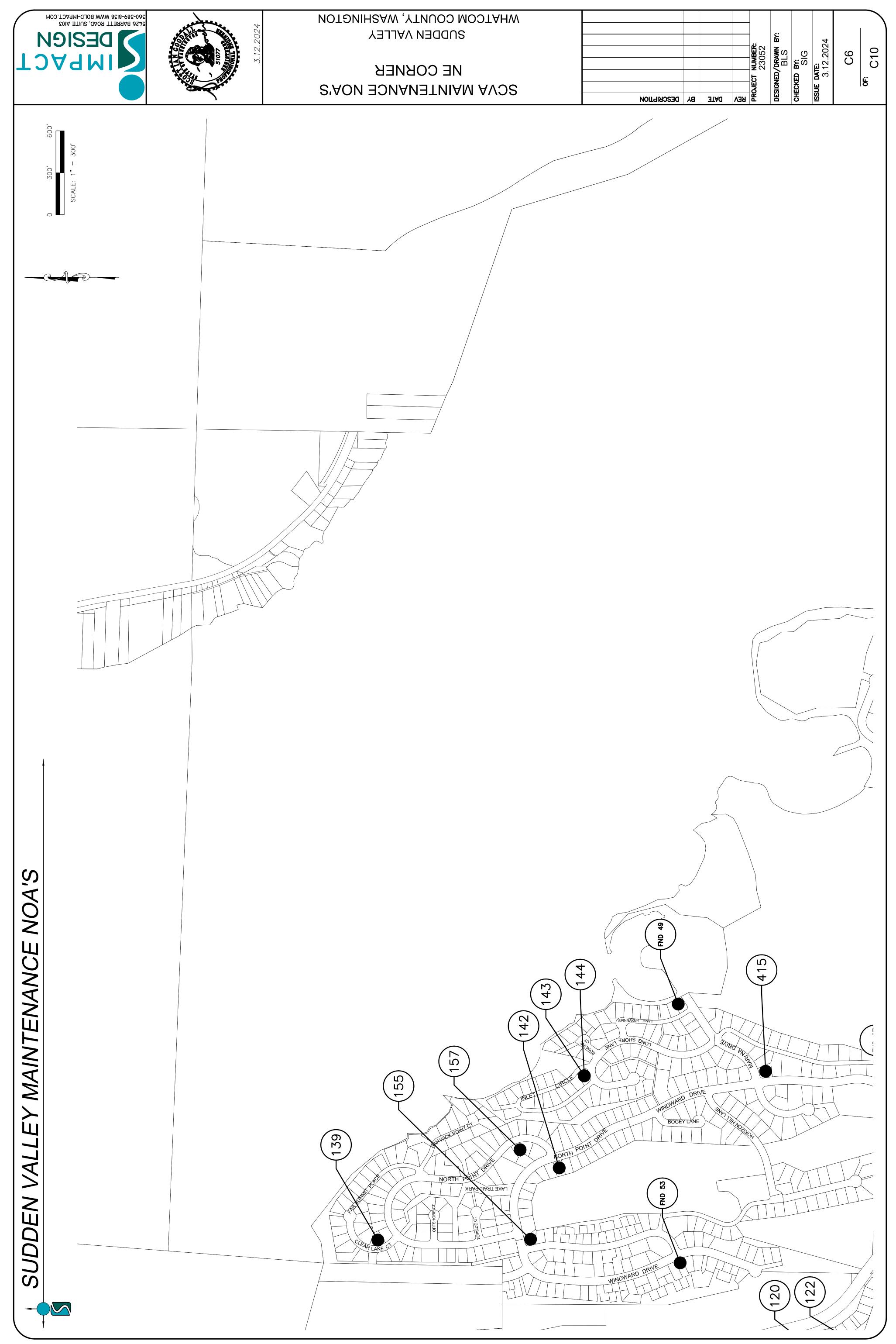


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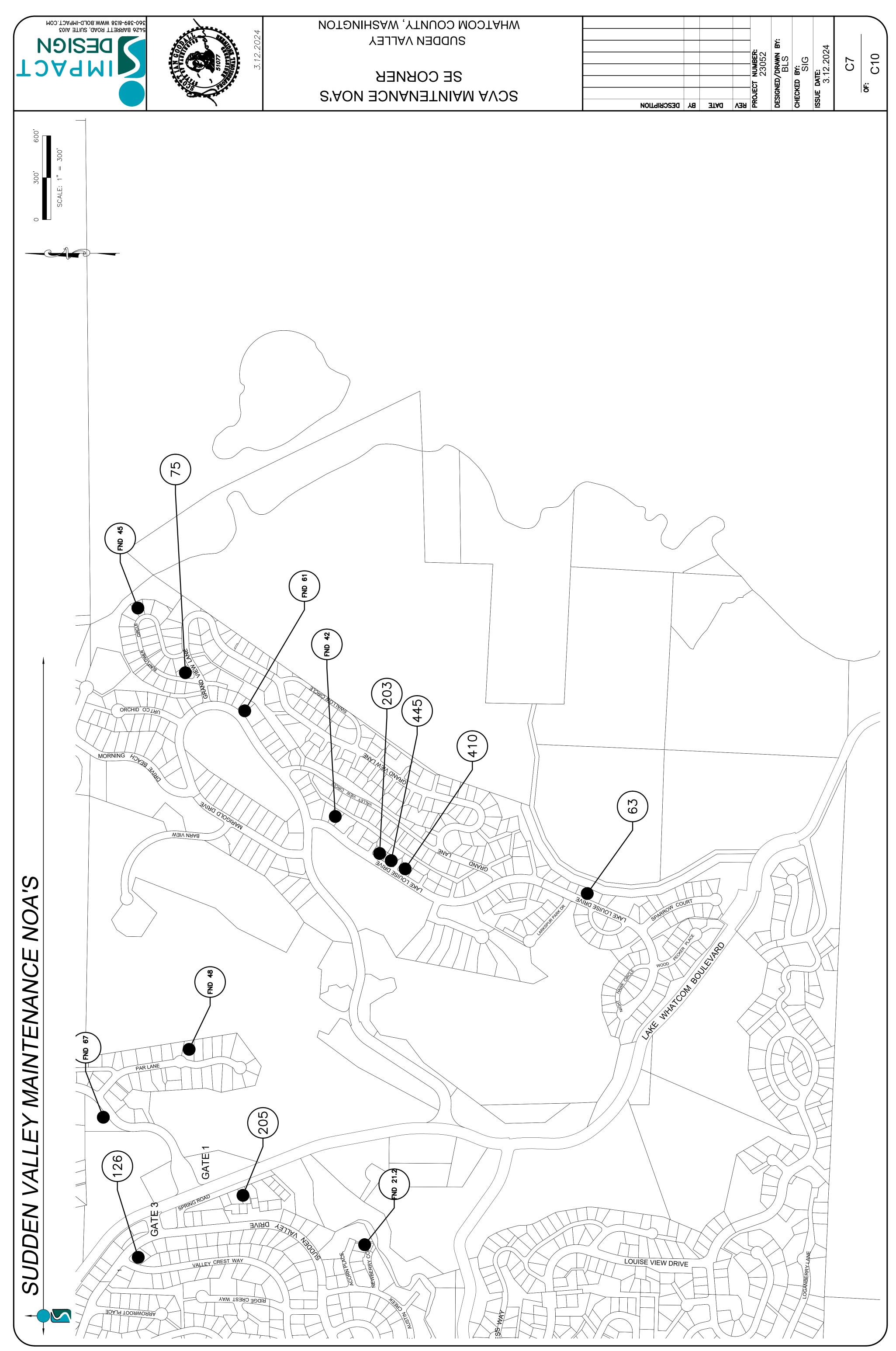


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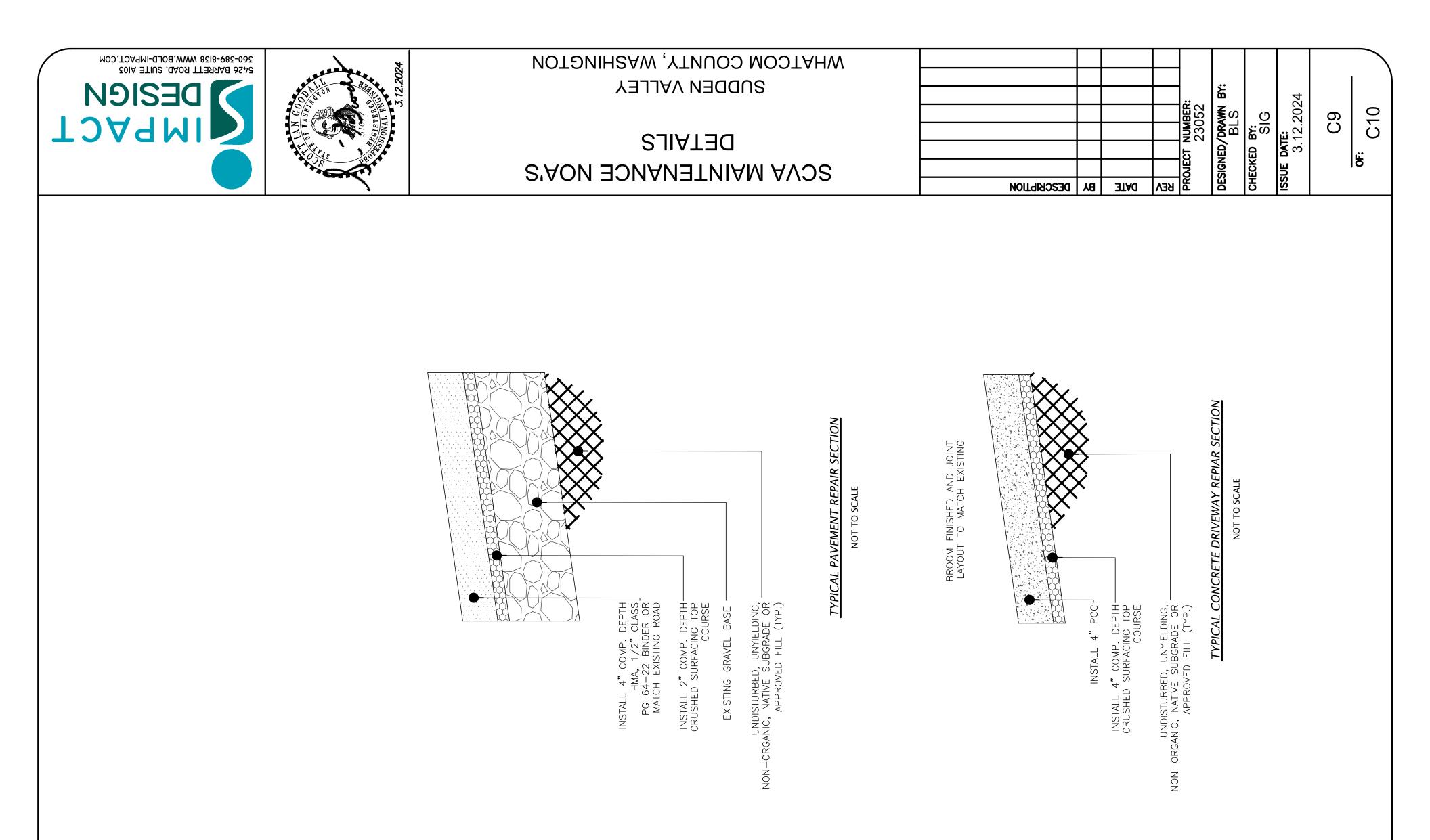




<sup>1: / 2</sup>Honed/PROJECTS/23063 SVCA 2024 Culvert and Road NOA/DWG/Culvert NOA's/SVCA NOA'S.dwg Mar 13, 2024-12:02pm

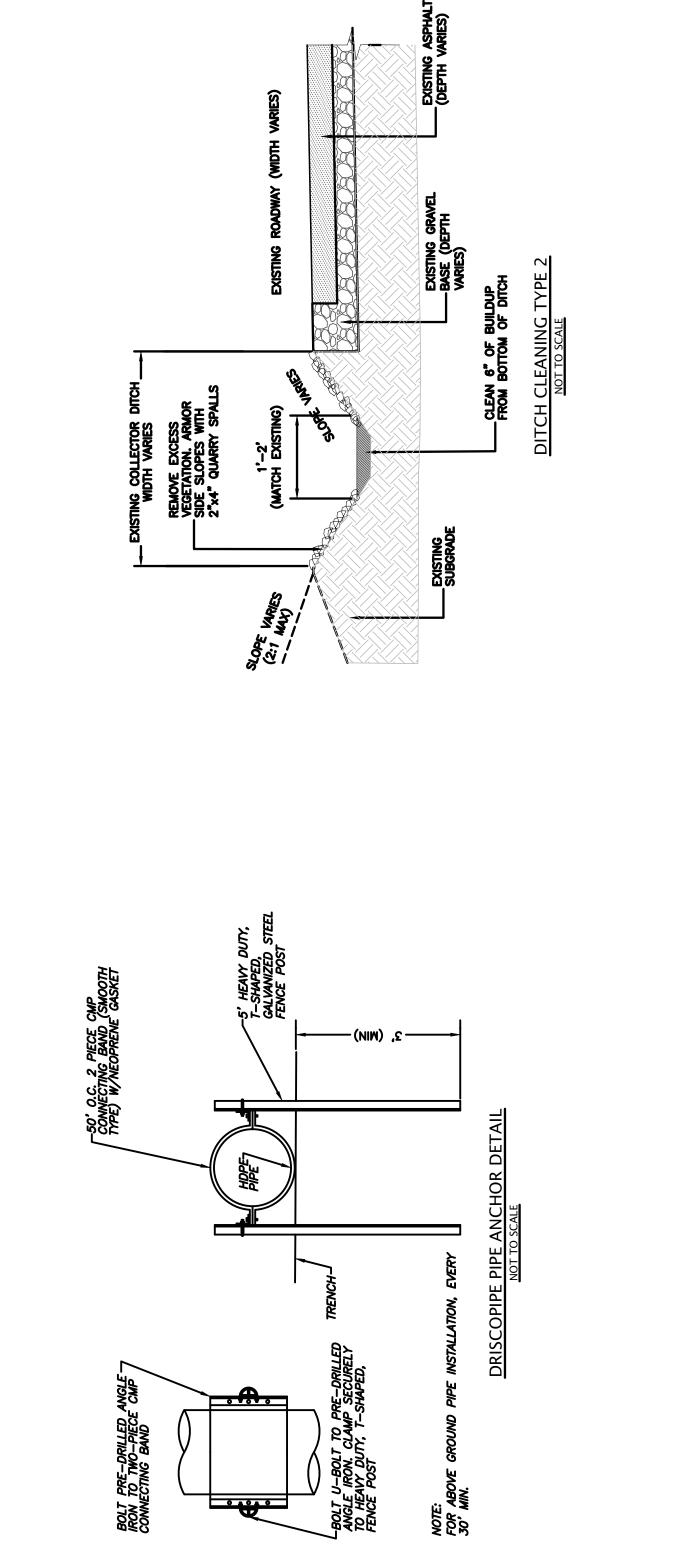


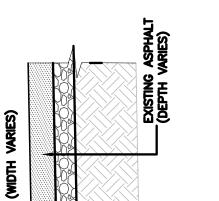
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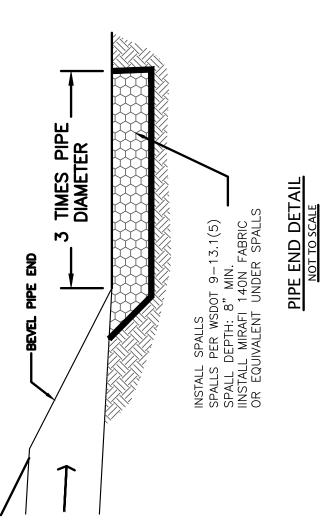


A COPY OF THE DRAWINGS MUST BE ON THE JOBS SITE WHENEVER WORK IS IN PROCESS. ALL TESTING REQUIRED FOR THE WORK SHALL BE THE RESPONSIBILITY OF THE OWNER. THE CONTRACTOR SHALL RESTORE ALL PRIVATE AND PUBLIC PROPERTY DISTURBED BY THE WORK IMMEDIATELY AFTER CONSTRUCTION. THE CONTRACTOR SHALL NOT LEAVE ANY PART OF THE ROAD USED BY OTHERS UN-PASSABLE WITHOUT NOTIFICATIONS AND AGREEMENT OF OTHER USERS. ALL CUT AND FILL SLOPES SHALL BE MULCHED AND SEEDED FOR EROSION CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SLOPE EROSION UNTIL VEGETATION IS FIRMLY ESTABLISHED.

contractor shall sweep and remove all debris tracked onto existing roads during all phases of construction. The contractor shall inform the engineer of record or representative and obtain approval for any proposed changes in plans prior to implemen. Traffic control is to be maintained in accordance with wSDOT/APWA standard specifications.





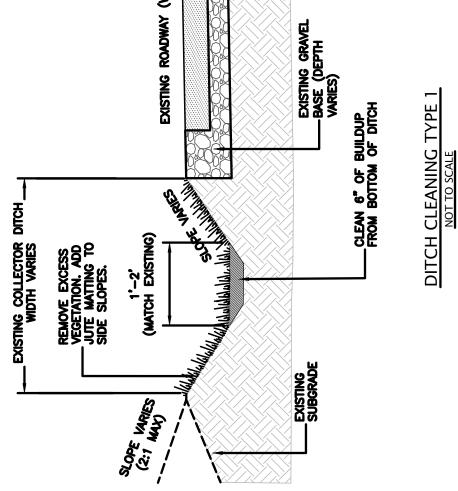


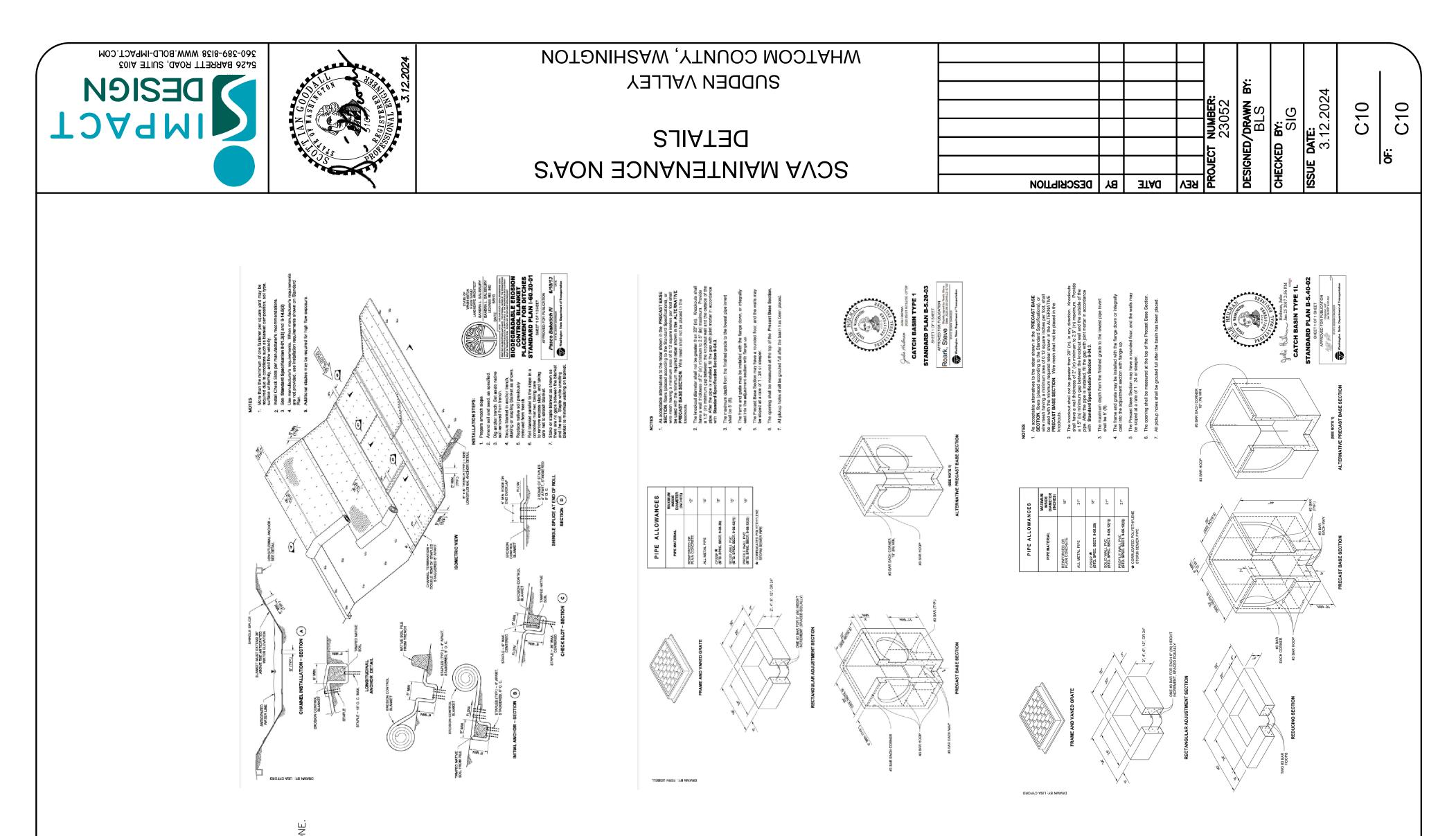
# SUDDEN VALLEY MAINTENANCE NOA'S

## **GENERAL NOTES**

- all work and materials shall be in accordance with current wsdot/apwa standard specifications. Normal working hours are 8:00 am. to 7:00 pm., Monday Through Friday. Work during holidays, weekends, and outside the Normal Work Hours Requires prior arrangements and Approval. The contractor shall contact utility location service 48 hours prior to starting work at (800) 424–5555 or 811. ÷ ?
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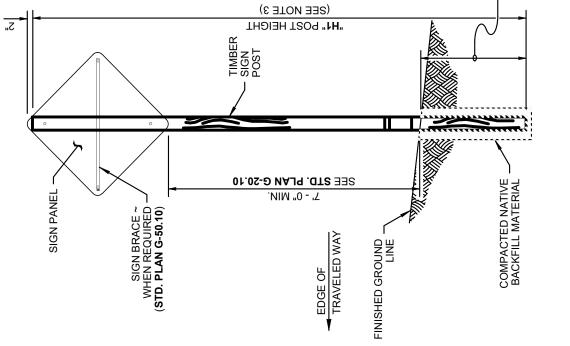
# MAINTENANCE NOA'S

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## DEPTH ~ SEE POST INSTALLATION TABLE

ELEVATION VIEW SINGLE-POST INSTALLATION

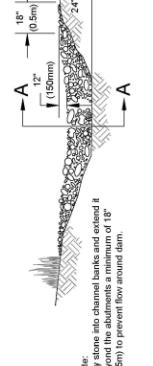
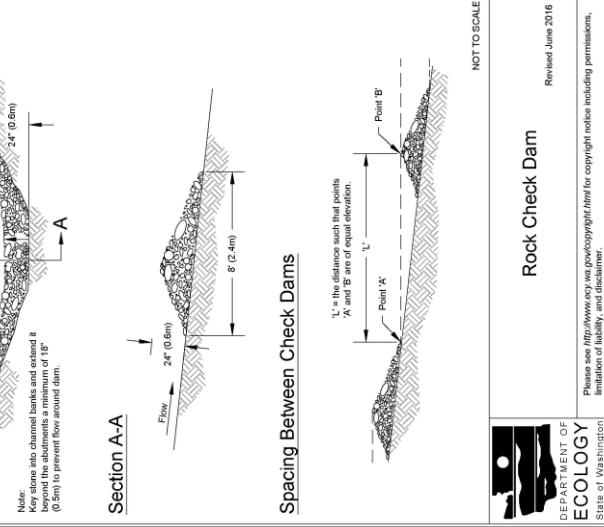


Figure II-3.16: Rock Check Dam

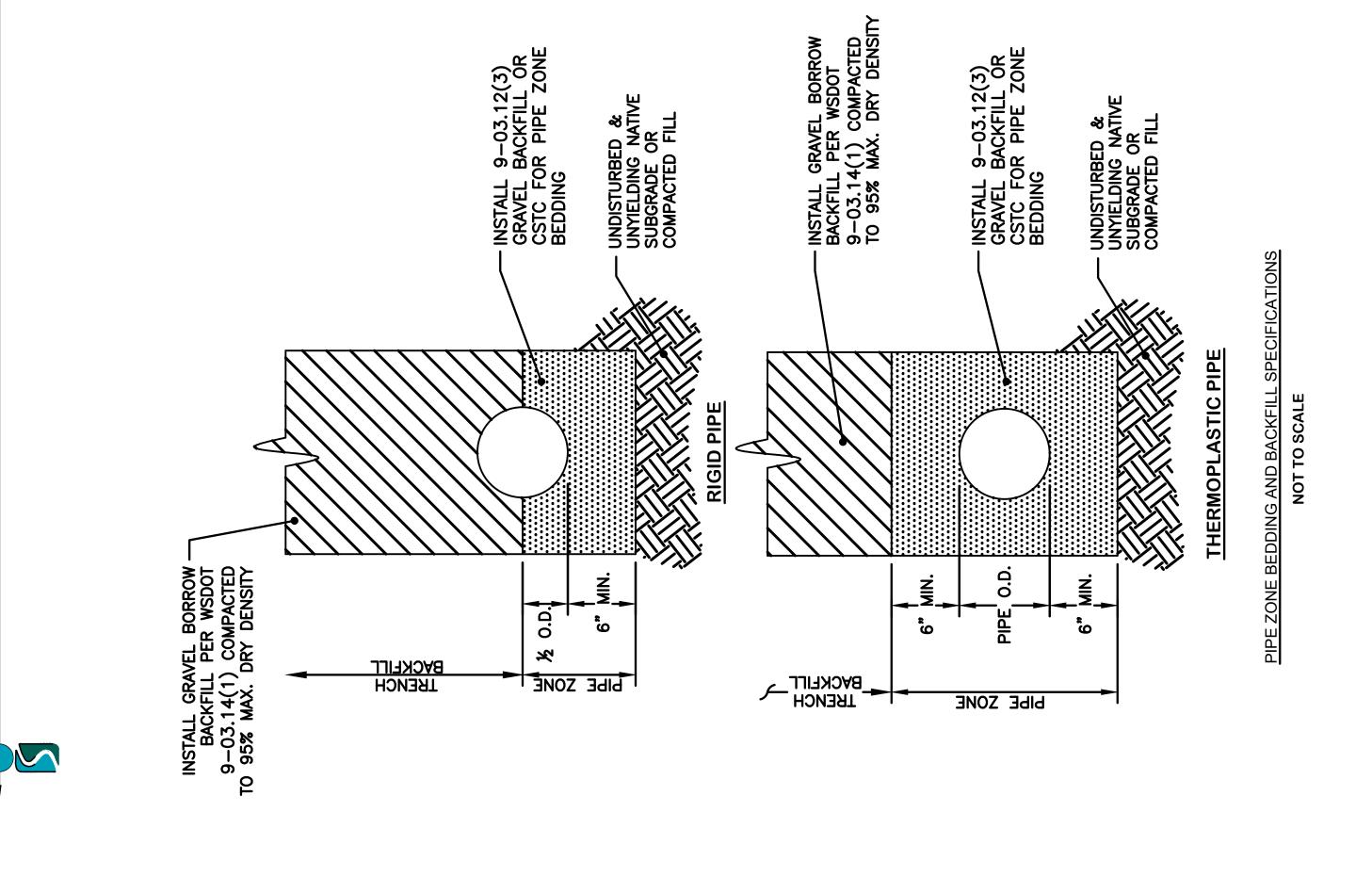
View Looking Upstream



## NOTES

- 1. NOTCH IS ONLY REQUIRED WITH MULTIPLE POST INSTALLATIONS. Ň
- 6×10, 8×10, AND 6×12 TIMBER SIGN POSTS CANNOT BE MADE BREAKAWAY AND DO NOT HAVE HOLES OR NOTCHES. THESE POSTS SHALL NOT BE INSTALLED WITHIN THE DESIGN CLEAR ZONE THEY MAY BE INSTALLED BEHIND TRAFFIC BARRIER.
  - 3. FOR "X", "Y", "H1", "H2", "H3", AND "H4", REFER TO THE SIGN SPECIFICATION SHEET IN THE CONTRACT. 4
    - FOR 6×6 POSTS AND LARGER, 7' (FT) MINIMUM SPACING IS. 5.
- ALL MATERIALS SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATION SECTION 9-28.

PO	ST INS	POST INSTALLATION TABLE	ABLE
POST SIZE	i	HOLE	NOTCH DEPTH
(NOM.)	DEР IH	DIAMETER	(SEE NOTE 1)
4×4	3' - 0"	NOT REQ'D	NOT REQ'D
4×6	4' - 0"	1 1/2"	1 1/2"
U S	10 17	2"	2"
0×0	4 - U	SEE NOTES 3 & 4	SEE NOTES 3 & 4
0.2	č	3"	3"
0×0	n - c	SEE NOTES 3 & 4	SEE NOTES 3 & 4
6×10	6' - 0"	SEE NOTE 2	SEE NOTE 2
8×10	6' - 0"	SEE NOTE 2	SEE NOTE 2
6×12	7' - 0"	SEE NOTE 2	SEE NOTE 2



## **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.** <u>Subcontractors and Lien Releases</u>. 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.** <u>Scheduling</u>. 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.** <u>Payment</u>. 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. <u>Change Orders</u>. 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.** <u>Nature of Work</u>. 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.** <u>Contractor Employer</u>. 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.** <u>Permits & Taxes</u>. 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.** <u>Contractor Property</u>. 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. <u>Default and Takeover</u>. 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 properlyskilled 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.** <u>Unit Price</u>. 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.** <u>Material Quality</u>. 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. <u>Job Damage</u>. 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.** <u>Safety</u>. 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.** <u>Housekeeping and Cleanup</u>. 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.** <u>Release and Hold Harmless – Damage to Equipment</u>. 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.** <u>Insurance</u>. 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.** <u>Workers' Compensation</u>. Contractor shall furnish to Owner evidence that its workers are covered by applicable workers' compensation coverage.

**R.** <u>Subcontractors</u>. 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 for payment.

**S.** <u>Disputes and Back Charges</u>. 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.** <u>Indemnification</u>. 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 <u>PROVIDED</u> 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 statue 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.

Warranty. The Contractor warrants to the Owner that materials and equipment U. 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. <u>Contract Controls</u>. 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.** <u>Wage and Other Payments</u>. 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. <u>Notices</u>. 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.** <u>**Claims**</u>. 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.** <u>Mediation</u>. 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.** <u>Arbitration / Litigation</u>. 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.** <u>**Governing Law**</u>. 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.** <u>Amendment</u>. No modification, termination or amendment of this Contract may be made except by written Contract signed by all parties.

**DD.** <u>Waiver</u>. 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.** <u>Severability</u>. 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.** <u>Neutral Authorship</u>. 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.** <u>**Captions**</u>. 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.** <u>Entire Agreement</u>. 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.



## April 8, 2024 – Addendum #1

Attn: Bidders

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#### Sudden Valley Community Association (SVCA) RE: Bid Form – 2024 Road Project

Bid submissions are due by 2:00pm on Wednesday, 4-10-24. Email bid submissions to tylera@pnwcivil.com.

Firm Name:	Granite Construction Company	
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Bid Sch	edule – 2024 Road Project					
Item #	Description	Quantity	Unit	Unit Price		Total
	Schedule A – Deer Run Lane					
A1.	Mobilization	1	LS	\$ 16,500.00	\$	16,500.00
A2.	Temporary Traffic Control	1	LS	\$ 5,000.00	\$	5,000.00
A3.	Temporary Erosion and Sediment Control	1	LS	\$ 2,500.00	\$	2,500.00
A4.	Bituminous Grinding	1,100	SY	\$ 35.00	\$	38,500.00
A5.	Pothole Repairs	79	SF	\$ 36.00	\$	2,844.00
A6.	Shouldering – Crushed Surfacing Top Course	54	TONS	\$ 80.00	\$	4,320.00
A7.	HMA Cl. <sup>1</sup> / <sub>2</sub> -IN PG 64-22 – Repairs	113	TONS	\$ 175.00	\$	19,775.00
A8.	HMA Cl. ½-IN PG 64-22 – Overlay	408	TONS	\$ 155.00	\$	63,240.00
A9.	Asphalt Berm	170	LF	\$ 10.00	\$	1,700.00
A10.	Raise Castings to Grade	10	EA	\$ 130.00	\$	1,300.00
A11.	Minor Changes	1	EST.	\$10,000.00	\$1	0,000.00
	Schedule A Subtotal				\$	165,679.00
	WSST @ 8.6%				\$	14,248.39
	Schedule A Total w/ WSST				\$	179,927.39

	Schedule B – Beaver Creek Bank Improvements				
B1.	Mobilization	1	LS	\$ 1,700.00	\$ 1,700.00
B2.	Temporary Traffic Control	1	LS	\$ 500.00	\$ 500.00
B3.	Temporary Erosion and Sediment Control	1	LS	\$ 1,500.00	\$ 1,500.00
B4.	Stream Diversion	1	LS	\$ 1,500.00	\$ 1,500.00
B5.	Wall Repair	1	LS	\$ 15,000.00	\$ 15,000.00

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B6.	Restoration & Landscaping	1	LS	\$ 2,500.00	\$ 2,500.00
B7.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Schedule B Subtotal				\$ 27,700.00
	WSST @ 8.6%				\$ 2,382.20
	Schedule B Total w/ WSST				\$ 30,082.20

	Schedule C – Culvert						
	Replacements						
C1.	Mobilization	1	LS	\$	39,000.00		39,000.00
C2.	Temporary Traffic Control	25	EA	\$	500.00	\$	12,500.00
C3.	Flagging	80	HRS	\$	100.00		8,000.00
C4.	Culvert Locations	25	EA	\$	550.00	\$	13,750.00
C5.	12" Dia. Ductile Iron Pipe	85	LF	\$	185.00		15,725.00
C6.	12" Dia. ADS N-12 Pipe	742	LF	\$	130.00	\$	96,460.00
C7.	18" Dia. ADS N-12 Pipe	588	LF	\$	140.00	\$	82,320.00
C8.	24" Dia. ADS N-12 Pipe	146	LF	\$	155.00		22,630.00
С9.	Sawcutting	1,449	LF	\$	2.00	-	2,898.00
C10.	ACP Trench Patch	3,279	SF	\$	5.00	\$	16,395.00
C11.	ACP Repairs	1,241	SF	\$	9.00		11,169.00
C12.	Ditching Type 1 – Jute Matting	329	LF	\$	10.00	\$	3,290.00
C13.	Ditching Type 2 – 2x4 Quarry Spalls	282	LF	\$	12.00	\$	3,384.00
C14.	Type 1 Catch Basin w/ Vaned Frame & Grate	6	EA	\$	2,000.00	\$	12,000.00
C15.	Type 1L Catch Basin w/ Vaned Frame & Grate	1	EA	\$	2,000.00	\$	2,000.00
C16.	Sign Post Replacements	8	EA	\$	300.00	\$	2,400.00
C17.	Tree Removal – Less Than 12" Diam.	3	EA	\$	150.00	\$	450.00
C18.	Tree Removal – 12" to 24" Diam.	1	EA	\$	150.00	\$	150.00
C19.	Concrete Driveway Replacement	758	SF	\$	12.00	\$	9,096.00
C20.	CDF – Fill Existing 18" Dia. Pipe	112	LF	\$	10.00	\$	1,120.00
C21.	Utility Conflicts	1	EST.	\$15	5,000.00	\$1:	5,000.00
C22.	Minor Changes	1	EST.	\$30	),000.00	\$3	0,000.00
	Schedule C Subtotal					\$	399,737.00
	WSST @ 8.6%					\$	34,377.38
	Schedule C Total w/ WSST					\$	434,114.38

	Schedule D – Additive Alternate – Additional Culverts				
D1.	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
D2.	Temporary Traffic Control	21	EA	\$ 500.00	\$ 10,500.00

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D3.	Culvert Locations	21	EA	\$	550.00	\$	11,550.00
D3. D4.	12" Dia. Solid Wall SDR17 HDPE	200	LA	\$	000.00	\$	11,000.00
D4.	Storm Sewer Pipe	200		μ.	25.00	Ψ	5,000.00
D5.	HDPE Pipe Anchors	6	EA	\$	650.00	\$	3,900.00
D5.	12" Dia. ADS N-12 Pipe	1,258	LF	\$	100.00	\$	125,800.00
D0.	18" Dia. ADS N-12 Pipe	210	LF	\$	110.00		23,100.00
D7.	Sawcutting	1,344	LF	\$	2.00	\$	2,688.00
D9.	ACP Trench Patching	3,307	SF	\$	5.00	\$	16,535.00
D10.	ACP Repairs	230	SF	\$	9.00	\$	2,070.00
D10.	Ditching Type 1 – Jute Matting	110	LF	\$	10.00	\$	1,100.00
D12.	Ditching Type 2 – 2x4 Quarry	582	LF	\$	12.00	\$	6,984.00
	Spalls					<b>•</b>	
D13.	Type 1 Catch Basin w/ Vaned Frame & Grate	6	EA	\$	2,000.00	\$	12,000.00
D14.	Sign Post Replacements	7	EA	\$	300.00	\$	2,100.00
D15.	Extruded Curb	20	LF	\$	100.00	\$	2,000.00
D16.	Tree Removal – Less Than 12"	15	EA	\$	150.00	\$	2,250.00
	Diam.			0			
D17.	Tree Removal – 12" to 24" Diam.	1	EA	\$	150.00	-	150.00
D18.	Concrete Driveway Replacement	320	SF	\$	12.00	<u> </u>	3,840.00
D19.	CDF – Fill Existing 12" Dia. Pipe	200	LF	\$	10.00	- <b>T</b>	2,000.00
D20.	CDF – Fill Existing 18" Dia. Pipe	537	LF	\$	10.00	\$	5,370.00
	Schedule D – Additive Alternate					\$	248,937.00
	– Additional Culverts Subtotal						
	WSST @ 8.6%					\$	21,408.58
	Schedule D – Additive Alternate					\$	070 045 50
	– Additional Culverts Total w/						270,345.58
J	WSST			<u> </u>			

Acknowledgement of Addendums: \_\_1\_\_\_\_

By:

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Signature of Authorized Person

Date: 4/10/2024

Print Name & Title: Lance Chambers, Construction Manager

Note: Submit proposed force account rates for labor and equipment with Bid Form.

## **GRANITE CONSTRUCTION COMPANY**

## **CERTIFICATE OF SECRETARY**

**RESOLVED**, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached <u>Exhibit 1</u> are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached <u>Exhibit 2</u> are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective January 1, 2024 through December 31, 2024, the individuals named on the attached <u>Exhibit 1</u> and <u>Exhibit 2</u> are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2024 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2024

M. Craig Hall



#### **EXHIBIT** 1

#### AUTHORIZED SIGNERS

## Granite Construction Company Mountain Group Pacific Northwest Region

#### **AUTHORIZED SIGNERS**

Michael Stein, VP Washington Region Jason Halverson, Construction Manager Paul Harding, SW WA/OR Washington Area Manager Boudrey Smith, NW Washington Area Manager Jeremy Deemer, Construction Manager Travis Walken, Chief Estimator Sonny Chavez, Regional Controller Lance Chambers, Construction Manager Nicholas Gerritsen, Construction Manager Ouinn Golden, Senior Project Manager Ryan Olson, Senior Project Manager Mark Ottele, Senior Project Manager Blake Ambler, Senior Project Manager Nick Lupo, Senior Project Manager J. Peter Welch, Senior Estimator Shane Berrett, Plants Manager

#### **AUTHORIZED SIGNERS (Not to exceed \$25 million)**

Jonathan Carpenter, Senior Estimator James Prouty, Senior Estimator Steve Schlimmer, Senior Estimator Shane Picker, Senior Estimator Steve Liikala, Senior Estimator

#### **ATTESTORS**

Michael Stein, VP Washington Region Sonny Chavez, Region Controller Paul Harding, SW WA/OR Area Manager Boudrey J. Smith, NW Washington Area Manager Jeremy Deemer, Construction Manager Nicolas Gerritsen, Construction Manager Jason Halverson, Construction Manager Travis Walken, Chief Estimator J. Peter Welch, Senior Estimator Shane Berrett, Plants Manager Brynna Bennett, Estimating Assistant Amy Sorensen, Estimating Assistant Caitie Kershaw, Office Administrator Jonathan Carpenter, Senior Estimator James Prouty, Senior Estimator Steve Schlimmer, Senior Estimator Shane Picker - Senior Estimator Steve Liikala - Senior Estimator

## **EXHIBIT 2**

## <u>AUTHORIZED SIGNERS</u> Granite Construction Company

## **AUTHORIZED SIGNERS**

Kyle T. Larkin, President & CEO Elizabeth L. Curtis, Executive Vice President James A. Radich, Executive Vice President & Chief Operating Officer Brian R. Dowd, Senior Vice President Group Operations Michael G. Tatusko, Senior Vice President Group Operations Bradley J. Williams, Senior Vice President Group Operations



April 5, 2024

## **SUDDEN VALLEY - Deer Run Lane Monument Preservation**

**Scope of Services:** PowerTek Surveying will assist in locating and preserving the roadway centerline monuments for this project.

- Locate and Tie-Out Existing Roadway Centerline Monuments
- Core & Reset or Raise to Surface after paving

Estimate:

\$9,500 (NTE)

If you have any questions regarding our scope of work or need any additional information, please feel free to give us a call.

Sincerely,

Jeremy Disch

Jeremy Disch, PLS Project Surveyor

## **PowerTek Surveying Rate Sheet 2024-2025**

	Rates for Survey Office Personnel						
Per Hour	Office Staff						
\$55.00	Timekeeper						
\$70.00	Office Manager						
\$90.00	Survey Technician						
\$105.00	AutoCad Technician						
\$115.00	Senior AutoCad Technician						
\$125.00	Survey Project Manager						
\$135.00	Professional Land Surveyor						

	Survey Field Crew Non-Prevailing Wage Hourly Rates
Per Hour	Field Staff
\$160.00	One-Man Crew
\$250.00	Two-Man Crew
\$350.00	Three-Man Crew

	Survey Field Crew Prevailing Wage Hourly Rates
Per Hour	Field Staff
\$225.00	One-Man Crew (Prevailing Wage)
\$350.00	Two-Man Crew (Prevailing Wage)
\$425.00	Three-Man Crew (Prevailing Wage)

\*All mileage and maintenance is included rates

## **RECORDING FEES**

## \*Subject to Fee Schedule at the time of Recording

\*In addition to County Fees Office Manager rate will be charged per hour for all recordings



## April 8, 2024 – Addendum #1

Attn: Bidders

#### Sudden Valley Community Association (SVCA) RE: Bid Form – 2024 Road Project

Bid submissions are due by 2:00pm on Wednesday, 4-10-24. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Western Refinery Services, Inc.

Bid Scl	nedule – 2024 Road Project				
Item #	Description	Quantity	Unit	Unit Price	Total
	Schedule A – Deer Run Lane				1.000
A1.	Mobilization	1	LS	\$ 850.00	\$ 850.00
A2.	Temporary Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
A3.	Temporary Erosion and Sediment Control	1	LS	\$ 800.00	\$ 800.00
A4.	Bituminous Grinding	1,100	SY	\$ 13.70	\$ 15,070.00
A5.	Pothole Repairs	79	SF	\$ 42.00	\$ 3,318.00
A6.	Shouldering – Crushed Surfacing Top Course	54	TONS	\$ 60.00	\$ 3,240.00
A7.	HMA Cl. <sup>1</sup> / <sub>2</sub> -IN PG 64-22 – Repairs	113	TONS	\$ 139.00	\$ 15,707.00
A8.	HMA Cl. ½-IN PG 64-22 – Overlay	408	TONS	\$ 123.00	\$ 50,184.00
A9.	Asphalt Berm	170	LF	\$ 13.00	\$ 2,210.00
A10.	Raise Castings to Grade	10	EA	\$ 200.00	\$ 2,000.00
A11.	Minor Changes	1	EST.	\$10,000.00	\$10,000.00
	Schedule A Subtotal			4	\$ 108,379.00
	WSST @ 8.6%				\$ 9,320.59
	Schedule A Total w/ WSST				\$117,699.59

	Schedule B – Beaver Creek Bank				
	Improvements				
B1,	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
B2.	Temporary Traffic Control	1	LS	\$ 200.00	\$ 200.00
В3.	Temporary Erosion and Sediment Control	1	LS	\$ 500.00	\$ 500.00
B4.	Stream Diversion	1	LS	\$ 1,500.00	\$ 1,500.00
B5.	Wall Repair	1	LS	\$ 6,500.00	\$ 6,500.00

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B6.	Restoration & Landscaping	1	LS	\$ 2,500.00	\$ 2,500.00
B7.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	Schedule B Subtotal				\$ 17,700.00
	WSST @ 8.6%				\$ 1,522.20
	Schedule B Total w/ WSST				\$ 19,222.20

	Schedule C – Culvert				
	Replacements				
C1.	Mobilization	1	LS	\$ 6,500.00	\$ 6,500.00
C2.	Temporary Traffic Control	25	EA	\$ 300.00	\$ 7,500.00
C3.	Flagging	80	HRS	\$ 70.00	\$ 5,600.00
C4.	Culvert Locations	25	EA	\$ 1,000.00	\$ 25,000.00
C5.	12" Dia. Ductile Iron Pipe	85	LF	\$ 190.00	\$ 16,150.00
C6.	12" Dia. ADS N-12 Pipe	742	LF	\$ 130.00	\$ 96,460.00
C7.	18" Dia. ADS N-12 Pipe	588	LF	\$ 250.00	\$ 147,000.00
C8.	24" Dia. ADS N-12 Pipe	146	LF	\$ 250.00	\$ 36,500.00
С9.	Sawcutting	1,449	LF	\$ 5.00	\$ 7,245.00
C10.	ACP Trench Patch	3,279	SF	\$ 9.65	\$ 31,642.35
C11.	ACP Repairs	1,241	SF	\$ 9.55	\$ 11,851.55
C12.	Ditching Type 1 – Jute Matting	329	LF	\$ 20.00	\$ 6,580.00
C13.	Ditching Type 2 – 2x4 Quarry	282	LF	\$ 40.00	
	Spalls	202		Φ 40.00	\$ 11,280.00
C14.	Type 1 Catch Basin w/ Vaned	6	EA	\$ 1,100.00	\$ 6,600.00
	Frame & Grate			φ .,	
C15.	Type 1L Catch Basin w/ Vaned	1	EA	\$ 1,500.00	\$ 1,500.00
	Frame & Grate			¢ 1,000.00	φ 1,000.00
C16.	Sign Post Replacements	8	EA	\$ 250.00	\$ 2,000.00
C17.	Tree Removal – Less Than 12"	3	EA	\$ 250.00	\$ 750.00
	Diam.			φ =====	φ / 30.00
C18.	Tree Removal – 12" to 24" Diam.	1	EA	\$ 1,500.00	\$ 1,500.00
C19.	Concrete Driveway Replacement	758	SF	\$ 12.00	\$ 9,096.00
C20.	CDF – Fill Existing 18" Dia. Pipe	112	LF	\$ 20.00	\$ 2,240.00
C21.	Utility Conflicts	1	EST.	\$15,000.00	\$15,000.00
C22.	Minor Changes	1	EST.	\$30,000.00	\$30,000.00
	Schedule C Subtotal	· · · · · · · · · · · · · · · · · · ·	20.1	\$20,000.00	\$ 477,994.90
	WSST @ 8.6%				\$ 41,107.56
	Schedule C Total w/ WSST				\$519,102.46

	Schedule D – Additive Alternate – Additional Culverts				
D1.	Mobilization	1	LS	\$ 500.00	\$ 500.00
D2.	Temporary Traffic Control	21	EA	\$ 300.00	\$ 6,300.00

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D3.	Culvert Locations	21	EA	\$ 1,000.00	\$ 21,000.00
D4.	12" Dia. Solid Wall SDR17 HDPE	200	LF	\$ 40.00	\$ 8,000.00
	Storm Sewer Pipe			<b></b>	φ 0,000.00
D5.	HDPE Pipe Anchors	6	EA	\$ 350.00	\$ 2,100.00
D6.	12" Dia. ADS N-12 Pipe	1,258	LF	\$ 125.00	\$ 157,250.00
D7.	18" Dia. ADS N-12 Pipe	210	LF	\$ 240.00	\$ 50,400.00
D8.	Sawcutting	1,344	LF	\$ 5.00	\$ 6,720.00
D9.	ACP Trench Patching	3,307	SF	\$ 9.65	\$ 31,912.55
D10.	ACP Repairs	230	SF	\$ 9.55	\$ 2,196.50
D11.	Ditching Type 1 – Jute Matting	110	LF	\$ 20.00	\$ 2,200.00
D12,	Ditching Type 2 – 2x4 Quarry	582	LF	\$ 40.00	\$ 23,280.00
D12	Spalls				
D13.	Type 1 Catch Basin w/ Vaned	6	EA	\$ 1,100.00	\$ 6,600.00
D14	Frame & Grate				
D14.	Sign Post Replacements	7	EA	\$ 250.00	\$ 1,750.00
D15.	Extruded Curb	20	LF	\$ 30.00	\$ 600.00
D16,	Tree Removal – Less Than 12" Diam.	15	EA	\$ 250.00	\$ 3,750.00
D17.	Tree Removal – 12" to 24" Diam.	1	EA	\$ 1,500.00	\$ 1,500.00
D18.	Concrete Driveway Replacement	320	SF	\$ 12.00	\$ 3,840.00
D19.	CDF – Fill Existing 12" Dia. Pipe	200	LF	\$ 20.00	\$ 4,000.00
D20.	CDF – Fill Existing 18" Dia. Pipe	537	LF	\$ 20.00	\$ 10,740.00
	Schedule D – Additive Alternate				\$ 344,639.05
	– Additional Culverts Subtotal				
	WSST @ 8.6%				\$ 29,638.96
	Schedule D – Additive Alternate				\$ 374,278.01
	– Additional Culverts Total w/				,
	WSST				

Acknowledgement of Addendums: \_\_\_\_\_

By:\_

.

Signature of Authorized Person

Date: 4/10/2024

.

Print Name & Title: Ryan Likkel, CEO

Note: Submit proposed force account rates for labor and equipment with Bid Form.

PO Box 30498

Bellingham, WA 98228

p: 425-954-9614



April 8, 2024

Attn: Bidders

## RE: Sudden Valley Community Association (SVCA) Quote Request – 2024 Road Project Bid Set March 18, 2024

## Addendum #1 to the Bid Documents

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project, and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be understood that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

**Bid Form:** A new bid form is attached, and shall be submitted by contractors. No changes except at the bottom there is an acknowledgement of addenda added.

## Changes to Submittal Date: None

## **Changes to Drawings:**

- Drawings Schedule C & D
  - Drawing C10 All pipe trenches shall be backfilled with imported material. No native backfill will be allowed.

## End of Addendum No. 1

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

PO Box 30498 • Bellingham, WA 98228 • p: 425-954-9614



# April 8, 2024 – Addendum #1

Attn: Bidders

## RE: Sudden Valley Community Association (SVCA) Bid Form – 2024 Road Project

Bid submissions are due by 2:00pm on Wednesday, 4-10-24. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Premium Services Inc

Item #	nedule – 2024 Road Project Description	Quantity	Unit	Unit Price	Total
	Schedule A – Deer Run Lane				1000
A1.	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
A2.	Temporary Traffic Control	1	LS	\$ 12,000.00	\$ 12,000.00
A3.	Temporary Erosion and Sediment Control	1	LS	\$ 1,000.00	\$ 1,000.00
A4.	Bituminous Grinding	1,100	SY	\$ 15.00	\$ 16,500.00
A5.	Pothole Repairs	79	SF	\$ 100.00	\$ 7,900.00
A6.	Shouldering – Crushed Surfacing Top Course	54	TONS	\$ 130.00	\$ 7,020.00
A7.	HMA Cl. 1/2-IN PG 64-22 - Repairs	113	TONS	\$ 200.00	\$ 22,600.00
A8.	HMA Cl. ½-IN PG 64-22 – Overlay	408	TONS	\$ 135.00	\$ 55,080.00
A9.	Asphalt Berm	170	LF	\$ 20.00	\$ 3,400.00
A10.	Raise Castings to Grade	10	EA	\$ 1,200.00	\$ 12,000.00
A11.	Minor Changes	1	EST.	\$10,000.00	\$10,000.00
	Schedule A Subtotal				\$ 197,500.00
	WSST @ 8.6%				\$ 16,985.00
	Schedule A Total w/ WSST				\$ 214,485.00

	Schedule B – Beaver Creek Bank Improvements				
B1.	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00
B2.	Temporary Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00
B3.	Temporary Erosion and Sediment Control	1	LS	\$ 1,800.00	\$ 1,800.00
B4.	Stream Diversion	1	LS	\$ 1,400.00	\$ 1,400.00
B5.	Wall Repair	1	LS	\$ 8,000.00	\$ 8,000.00

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and the

B6.	Restoration & Landscaping	1	LS	\$ 7,500.00	\$ 7,500.00	-
B7.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00	+
	Schedule B Subtotal				\$ 27,700.00	
	WSST @ 8.6%				\$ 2,382.20	
	Schedule B Total w/ WSST				\$ 30,082.20	

	Schedule C – Culvert				
	Replacements				
C1.	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
C2.	Temporary Traffic Control	25	EA	\$ 200.00	\$ 5,000.00
C3.	Flagging	80	HRS	\$ 80.00	\$ 6,400.00
C4.	Culvert Locations	25	EA	\$ 800.00	\$ 20.000.00
C5.	12" Dia. Ductile Iron Pipe	85	LF	\$ 150.00	\$ 12,750.00
C6.	12" Dia. ADS N-12 Pipe	742	LF	\$ 100.00	\$ 74.200.00
C7.	18" Dia. ADS N-12 Pipe	588	LF	\$ 110.00	\$ 64,680.00
C8.	24" Dia. ADS N-12 Pipe	146	LF	\$ 125.00	\$ 18,250.00
C9.	Sawcutting	1,449	LF	\$ 3.00	\$ 4,347.00
C10.	ACP Trench Patch	3,279	SF	\$ 12.00	\$ 39,343.00
C11.	ACP Repairs	1,241	SF	\$ 15.00	\$ 18,615.00
C12.	Ditching Type 1 – Jute Matting	329	LF	\$ 30.00	\$ 9,870.00
C13.	Ditching Type 2 – 2x4 Quarry Spalls	282	LF	\$ 45.00	\$ 12,690.00
C14.	Type 1 Catch Basin w/ Vaned Frame & Grate	6	EA	\$ 1,300.00	\$ 7,800.00
C15.	Type 1L Catch Basin w/ Vaned Frame & Grate	1	EA	\$ 2,000.00	\$ 2,000.00
C16.	Sign Post Replacements	8	EA	\$ 250.00	\$ 2,000.00
C17.	Tree Removal – Less Than 12" Diam.	3	EA	\$ 600.00	\$ 1,800.00
C18.	Tree Removal – 12" to 24" Diam.	1	EA	\$ 2,000.00	\$ 2,000.00
C19.	Concrete Driveway Replacement	758	SF	\$ 35.00	\$ 26,530.00
C20.	CDF – Fill Existing 18" Dia. Pipe	112	LF	\$ 22.00	\$ 2,464.00
C21.	Utility Conflicts	1	EST.	\$15,000.00	\$15,000.00
C22.	Minor Changes	1	EST.	\$30,000.00	\$30,000.00
	Schedule C Subtotal				\$ 395,739.00
	WSST @ 8.6%				\$ 34,033.55
	Schedule C Total w/ WSST				\$ 429,772.55

	Schedule D – Additive Alternate – Additional Culverts				
D1.	Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00
D2.	Temporary Traffic Control	21	EA	\$ 200.00	\$ 4,200.00

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D3.	Culvert Locations	21	EA	\$ 800.00	\$ 16,800.00
D4.	12" Dia. Solid Wall SDR17 HDPE	200	LF	\$ 80.00	\$ 16,000.00
	Storm Sewer Pipe			00.00	10,000,00
D5.	HDPE Pipe Anchors	6	EA	\$ 400.00	\$ 2,400.00
D6.	12" Dia. ADS N-12 Pipe	1,258	LF	\$ 100.00	\$ 125,800.00
D7.	18" Dia. ADS N-12 Pipe	210	LF	\$ 110.00	\$ 21,100.00
D8.	Sawcutting	1,344	LF	\$ 3.00	\$ 4,032.00
D9.	ACP Trench Patching	3,307	SF	\$ 12.00	\$ 39,684.00
D10.	ACP Repairs	230	SF	\$ 15.00	\$ 3,450.00
D11.	Ditching Type 1 – Jute Matting	110	LF	\$ 30.00	\$ 3,300.00
D12.	Ditching Type 2 – 2x4 Quarry	582	LF	\$ 45.00	\$ 26,190.00
	Spalls				
D13.	Type 1 Catch Basin w/ Vaned	6	EA	\$ 1,300.00	\$ 7,800.00
	Frame & Grate				**************************************
D14.	Sign Post Replacements	7	EA	\$ 250.00	\$ 1,750.00
D15.	Extruded Curb	20	LF	\$ 50.00	\$ 1,000.00
D16.	Tree Removal – Less Than 12"	15	EA	\$ 600.00	\$ 9,000.00
	Diam.				
D17.	Tree Removal – 12" to 24" Diam.	1	EA	\$ 2,000.00	\$ 2,000.00
D18.	Concrete Driveway Replacement	320	SF	\$ 35.00	\$ 11,200.00
D19.	CDF – Fill Existing 12" Dia. Pipe	200	LF	\$ 20.00	\$ 4.000.00
D20.	CDF – Fill Existing 18" Dia. Pipe	537	LF	\$ 22.00	\$ 11,814.00
	Schedule D – Additive Alternate				\$ 312,520.00
	- Additional Culverts Subtotal				,
	WSST @ 8.6%				\$ 26,876.72
	Schedule D – Additive Alternate				\$ 339,396.72
	- Additional Culverts Total w/				
	WSST				

Acknowledgement of Addendums: 1

Signature of Authorized Person By:

Date: 4/10/24



Note: Submit proposed force account rates for labor and equipment with Bid Form.

## PO Box 30498 • Bellingham, WA 98228 • p: 425-954-9614



# **Sudden Valley Community Association**

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

# CAPITAL REQUEST MEMO

То:	Sudden Valley Community Association (SVCA) Board of Directors (BOD)
From:	Mike Brock, Maintenance & Facilities Manager
Date:	April 25th, 2024
Subject:	Capital Request – Adult Center Furnace and Water Heater Replacement

## <u>Purpose</u>

To request contract award for replacing two furnaces and one tankless hot water heater at the Adult Center.

## **Background**

The Adult Center is heated by two furnaces that were installed in 1993 and are listed on the reserve study to be replaced in 2024, with \$14,000 allocated for replacement.

Hot water in the Adult Center is supplied by one tankless hot water heater installed in 2007, and is also scheduled for replacement in 2024, with \$4000 allocated in the 2024 budget.

## <u>Analysis</u>

Both of the furnaces and the tankless hot water system were evaluated, and it has been determined that they are at the end of their lifespan and should be replaced prior to this coming winter. Due to permitting requirements, service reliability, and cost, it is recommended to replace the units in conjunction with "like for like" systems. Five vendors were contacted to provide quotes for replacing the units:

Lynden Sheet Metal – Quoted \$12,048 plus tax Marr's Heating – Quoted \$13,570 plus tax Angar Mechanical – Quoted \$13,899 plus tax Barron Heating – Quoted \$16,254 plus tax Harris – Quoted \$16,800 plus tax

Lynden Sheet Metal submitted the lowest quote at \$12,048 plus tax and is the preferred option. Included in their quote is the installation of a condensate pump on the tankless hot water heater to discharge condensation to an existing drain. This will provide longevity to the system, and it may be a requirement upon inspection. They were the only vendor to include this in their proposal. With tax included the total purchase price is \$13,108.22.

- Furnace Replacement: \$7,009.98
- Hot Water Heater Replacement: \$6,098.24



# Sudden Valley Community Association

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

## **Proposal**

Approve contract award to Lynden Sheet Metal to replace two furnaces and one tankless hot water heater at the Adult Center in the amount of \$13,108.22

## Motion 1

Move that the SVCA Board of Directors approve the allocation of \$13,108.22 from CRRRF and authorize the General Manager to execute SVCA's standard construction contract with Lynden Sheet Metal.

## **Board of Directors Approval**

Recommended:	Not Recommended:	SVCA Finance Committee
Approved: N	ot Approved: SVCA	Board of Directors
Signed:	Date:	
Elected, SVCA Bo	oard President	

# LSN 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

CUSTOMER NAME	TOMER NAME PHONE				PROPOSAL DATE		
	DEN VALLEY COMMUNITY ASSOCIATION 360-778-9393 MIKE			E	03/14/2024		
OB SITE ADDRESS				SS /			
0 BARN VIEW DR			4 CLUBHOUSE C	4 CLUBHOUSE CIR BELLINGHAM, WA 98229			
YTIC	STATE	ZIP	EMAIL ADDRESS				
BELLINGHAM	WA	98229	MIKE.BROCK@S	UDDENVALLEY.C	OM		
	PROP	OSAL # 95207.I	Rev 2			CASH	
		BID SUMMARY			Pricing	DISCOUNTED	
Install a LENNOX MI	180 single stage o		80% efficient, 90,000 B	TU	\$3,238.00	PRICE \$3,075.00	
	• •	d easy access filter rad			. ,		
			80% efficient, 110,000	BTU	\$3,386.00	\$3,216.00	
		nd easy access filter ra	ck.				
Whatcom County me					\$104.00	\$98.00	
Low Voltage wiring p	ermits				\$57.00	\$54.00	
	Soon	ovt pago for installati	on dotaile inclusions a	and oxclusions			
CASH DISCOUNT TERMS:			on details, inclusions a raws and final	and exclusions		CASH	
payments must be made wit	To receive the stated ca th check or cash. Final	ash discount, all deposits, dr payment must be received w	raws and final vithin 10 days	and exclusions	Price		
payments must be made wit of final billing. Payments ma	To receive the stated ca th check or cash. Final   ide with credit card or a	ash discount, all deposits, dr	raws and final <i>v</i> ithin 10 days r the discount	nd exclusions		DISCOUNTED PRICE	
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## **INSTALLATION DETAILS & GUARANTEES**

CUSTOMER NAME: SUDDEN VALLEY COMMUNITY ASSOCIATION

95207.Rev 2

#### SCOPE OF WORK:

Two new Furnaces - Gas

#### INSTALLATION INCLUDES:

Install new Honeywell T6 PRO programmable thermostat with each new furnace.

Reconnect existing power to each furnace

Lennox Warranty on 80% efficient furnace is 10 year for the heat exchanger, 1 year on parts and labor when

registered online within 90 days of installation.

Remove and dispose of existing furnaces.

Install new, like in kind, furnaces in same location as existing furnaces.

Furnaces to be natural gas

Use existing furnace bases.

Adapt existing return air ducts to the new furnaces, in the mechanical closets

Install new easily accessible filter racks in the mechanical room, on the return air side of each furnace.

Reconnect existing gas line with new gas flex connector at each furnace.

Reconnect existing furnace venting.

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

Bid price does not include any electrical work.

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 is free of any shorts. If wiring needs to be replaced, it will be completed on a time and material basis.

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.

#### **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

LSN LYNDEN SHEET MET		(360) 354-3 www	reen Street - Ly 3991 Phone - (3 v.LyndenSheet tor License #L`	60) 354-1219 Metal.com	
CUSTOMER NAME SUDDEN VALLEY COMMUNITY ASSOC	CIATION	PHONE		<b>PROPOSAL I</b> 04/09/2024	DATE
JOB SITE ADDRESS 10 BARN VIEW DR		4 CLUBHOUSE	CIR BELLINGH	IAM, WA 98229	)
CITY STATE BELLINGHAM WA	<b>ZIP</b> 98229	EMAIL ADDRES MIKE.BROCK@		EY.COM	
PROPOS	AL # 95353.F	Rev 1			
	D SUMMARY			Pricing	
Scope of work:	D SOMMART				
Remove and dispose of existing water	pootor				
Supply and isntall Rinnai RE199iN 85%	efficiency tankles	s water heater			
Install new venting through roof and ter					
Install condensate neutralizing pump an		drain			
Reconfigure gas and water for new tan	dese	urain.			
Connect to existing power supply.	1633.				
Connect to existing power suppry.					
Cost for scope of work:				\$5,605.00	
				φ0,000.00	
See next pag	e for installation	details, inclusion	s and exclusio	าร	
* All prices are based on payment with check o					
surcharge would be assessed.				Price	
Payment Terms: 50% deposit is required upon			Subtotal:	\$5,605.00	
10 days of invoice billing. Any balance beyond 30 of		a late charge of 1.5%	8.80% Tax:	\$493.24	
of the outsanding balance per month (18% per ann	ium).		SYSTEM COST:		
Other Terms: Buyer hereby declares that they h merchandise is being installed and has legal author	old title to the property prity to order the work a	to which the s outlined. LSM	Less Deposit Received:		
retains title to all materials and property listed until agrees to pay any reasonable attorney and/or colle	payments have been r	nade in full. Buyer	REMAINING BALANCE	\$6,098.24	
payment. Available FROM	AMOUNT	Einopood Py	BALANCE		
Rebates:		Financed By:			
		Approval Code			
Rebate checks come directly from the utility upon y forms and are subject to approval by the utility con					
ESTIMATOR'S SIGNATURE		BUYER'S SIGNA	TURE		
Digitally signed by DATI Stuart James Stuart Jam			e done as specified I cancel, I may be subj	DATE ect to a restocking fee	on equipment
	2				

## **INSTALLATION DETAILS & GUARANTEES**

CUSTOMER NAME: SUDDEN VALLEY COMMUNITY ASSOCIATION

SCOPE OF WORK:

Installation of New Hot Water Tank (HWT)

INSTALLATION INCLUDES:

Install new on-demand water heater, located in mechanical cloet.

Fuel Type is natural gas.

Reconnect existing gas line with new flex connector

Install new venting up through roof line.

Reconnect existing water lines.

Install new condensate line to pump and pipe to existing drain.

Remove and dispose of existing water heater.

Rinnai warranty is 15 year heat exchanger, 5 year parts, 1 year labor.

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**

Bid price does not include any electrical work.

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 landscaping, sprinklers, boxes, shelves, etc.

LSM cannot warranty connections into existing plumbing as we cannot guarantee the condition of it.

#### **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

Family Owned & Operated Since 1965



**BILL TO** Mike Brock 10 Barn View Drive Bellingham, WA 98229 USA

		<b>ESTIMA</b> 530349		<b>ESTIMATE DATE</b> Mar 11, 2024	
JOB ADDRESS Mike Brock 10 Barn View Drive Bellingham, WA 98229 USA		<b>Job:</b> 529552	177		
TASK	DESCRIPTION		QTY	PRICE	TOTAL
1	Gas Furnace Installation Standard Practice (How the work matters! Ask us to see the Marr's Standards Manual)	gets done	1.00	\$0.00	\$0.00
	<ul> <li>Flooring or furniture shall be covered using drop clot needed</li> <li>Marr's technicians shall wear boot covers inside your</li> <li>Sheet metal fittings shall be precision designed in CA custom fabricated</li> <li>Ductwork and duct fittings shall be airtight per code</li> <li>Furnace shall be set with proper slope</li> <li>Furnace venting shall be run per Marr's standard and</li> <li>Static pressure measurement and delivery CFM shall</li> <li>Start-up and commissioning checklist shall be perform every Marr's Installation</li> <li>Final walkthrough with you will go over all operating</li> <li>Have more system questions? Your sales professional is h return to your home after the installation to review every you!     </li> </ul>	r home D and d code be set med on questions <b>appy to</b>			
2	<ul> <li>FREE! Marr's Advantage Plan Membership</li> <li>Preventative maintenance performed at optimal time of 15% parts and labor discounts</li> <li>Priority service</li> <li>No overtime charges!</li> <li>Discounted Diagnostic Analysis</li> </ul>	year	1.00	\$0.00	\$0.00
	• Discourted Diagnostic Analysis				

3	Basic Mechanical Permit City/county 1 pc. Equipment	2.00	\$119.00	\$238.00
	<ul> <li>Scheduling inspection is the responsibility of the homeowner</li> <li>Inspection arrival times vary based on county or municipality</li> <li>Schedule for most inspections will require homeowner to grant access to inspector</li> </ul>			
4	Honeywell T-4 Thermostat TH4110U2005 (1h/1c model)	2.00	\$0.00	\$0.00
	Compatible with all 24V 1H 1C HVAC systems			
	customizable scheduling			
	Digital display			
	• 5 year parts warranty with pro installation			
5	American Standard Ameristar Series Gas Furnace	1.00	\$4,917.00	\$4,917.00
	80% Efficient 1-stage x-13 Motor			
	Model Group: A801X			
	4 Ton System			
	<b>Warranty:</b> 1 yr. labor 10 yr. parts 20 yr. heat exchanger (see Warranty terms)			
6	American Standard Ameristar Series Gas Furnace	1.00	\$4,696.00	\$4,696.00
	80% Efficient 1-stage x-13 Motor			
	Model Group: A801X			
	2-1/2 Ton System			
	<b>Warranty:</b> 1 yr. labor 10 yr. parts 20 yr. heat exchanger (see Warranty terms)			

	POTENTIAL SAVINGS	\$0.00
	SUB-TOTAL	\$9,851.00
	ТАХ	\$847.19
	TOTAL	\$10,698.19
	EST. FINANCING	\$141.22
Thank you for choosing Marr's Heating & Air Conditioning		

# Thank you for choosing Marr's Heating & Air Conditioning CUSTOMER AUTHORIZATION

**Warranty:** All materials, parts and equipment are warrantied 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 warrantied 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

Family Owned & Operated Since 1965



**BILL TO** Mike Brock 10 Barn View Drive Bellingham, WA 98229 USA

		<b>ЕSTIMATE</b> 53041376	ESTIMATE DATE Mar 11, 2024	
JOB ADD Mike Brock 10 Barn View Bellingham,		<b>Job:</b> 52955177		
ТАЅК	DESCRIPTION	QTY	PRICE	TOTAL
1	<ul> <li>Basic Mechanical Permit City/county 1 pc. Equipment</li> <li>Scheduling inspection is the responsibility of the ho</li> <li>Inspection arrival times vary based on county or m</li> <li>Schedule for most inspections will require homeov access to inspector</li> </ul>	unicipality	\$119.00	\$119.00
2	NORITZ Tankless Water Heater Natural Gas Model #: N0931M Input BTUs: 250,000 Btu/h Max. Output BTUs: 210,000 Btu/h	1.00	\$3,600.00	\$3,600.00
		POTENTIAL SAVINGS SUB-TOTAL		\$0.00 \$3,719.00

Thank you for choosing Marr's Heating & Air Conditioning	
CUSTOMER AUTHORIZATION	

**Warranty:** All materials, parts and equipment are warrantied 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 warrantied for a term of 1 year from the installation date. Marr's makes no other warranties, express or implied,

\$319.83

\$4,038.83

\$53.31

TAX

TOTAL

**EST. FINANCING** 

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.

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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.

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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



6920 Salashan Pkwy, A-102 PO Box 2708 Ferndale WA 98248 Email: <u>aaronp@andgar.com</u> Office: (360) 366-9900 ext. 128 Fax: (360) 366-5800 Cell: (360) 815-2680 http://www.andgar.com



To: Sudden Valley Community Association	Phone: (360) 778-	2223	Date: 03/12/2024	
	Job Name/Location:			
	Replace non-condensing tankless water heater and 2 furnaces/1			
	Barn View Dr. Bellingham, WA. 98229			
Attn: Mike Brock	ke.brock@suddenvalley.com			

Cost to replace 2 furnaces and 1 tankless water heater with like and kind is: \$13,899.00.00 plus tax.

## Price includes:

- 1 RunTru 80% singe stage 100K furnace (made by Trane).
- 1 RunTru 80% single stage 80K furnace (made by Trane).
- 2 Downflow furnace vent kits.
- 2 Ductwork transitions.
- 2 Honeywell touchscreen programable thermostats.
- 1 Rinnai RE 199 MBH non-condensing tankless water heater.
- All necessary proprietary venting for the tankless water heater.
- All necessary installation material for both furnaces and tankless water heater.
- All necessary Tankless water heater installation labor (Plumbers).
- All necessary furnace installation labor (Commercial Retrofit).
- Proper disposal of old units.
- Mechanical and low volt permits.

Please call if you have any questions.

## Thank you!

### General Exclusions Unless Noted Otherwise:

Fire/smoke dampers above amount noted in inclusions; Carpentry work (cutting, patching & framing); Electrical, Roofing (cutting, patching, & reinforcements); Engineering; State & local taxes; Wall & ceiling access doors; Fire suppression & fire alarm; Overtime & odd working hours; Bonds; Concrete work (install, cutting & patching); Plumbing; Painting; Temporary services/ utility connection & consumption costs; Rated &/or non-rated shafts & enclosures; Louvered doors & or door louvers; Equipment service platform; Supply & install fire suppression gas solenoid valve; Install & final connection of owner supplied equipment; Testing & abatement of hazardous materials; Ceiling, ceiling tile & grid removal & replacement; Life Safety main tie off for installers to hook into; Alarm systems & interlock (security & fire); Structural review; Any conditions in existing building that Building & Code Department may require to be upgraded or changed; NREC review, stamp and/or third party special inspection; Curb leveling; Permits; Pollution Control Insurance

<b>Terms as specified in contract or: 35% down; Monthly Billings; Net 30 days from</b> Note: If non-contributory/primary named additional insured is required, our insurance	
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.	Authorized Signature: <u>Claron Pies</u> Aaron Pies Note: This proposal may be withdrawn by us if not accepted within <u>10</u> days.
<b>Acceptance of Proposal</b> -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature: Date of Acceptance:



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

			<b>ESTIMATE</b> 218586325		<b>te date</b> I, 2024
JOB ADDRESS Library/Adult Center / 10 Barnview Court 10 Barnview Court Bellingham, WA 98229 USA		<b>Job:</b> 21548(	0717		
TASK	DESCRIPTION		QTY	PRICE	TOTAL
SUMMARY	Thank you for choosing Barron Heating & Air Conditio Our Mission: Improving Lives	oning	1.00	\$0.00	\$0.00
RB-3.0-H5	<ul> <li>Furnish and install a closeout 80% Furnace Only. Fin includes all necessary equipment, materials, travel, permit(s) for your project.</li> <li>What To Expect During Your System Install</li> <li>1. HVAC Commercial Superintendent Layout: Each superintendents carries a wealth of industry krexperience. They all understand codes , system configurations, and quality installation practice.</li> <li>2. Project Planning: Our project coordinators will every aspect of the job in preparation to ensurinstallation will be performed at the highest level.</li> <li>3. Staging: Our warehouse team will stage your jot sure all equipment and materials are ready for installation. We only use certified AHRI matchuknow you are getting what you paid for.</li> <li>4. Installation Day: Our Installation Teams have r highest level of performance installation training.</li> <li>5. System Commissioning: System Performance V After every installation, our technicians performanke sure your new system is performing proprist fullest potential.</li> <li>6. Finishing Touches: CONGRATULATIONS! You h a Barron Heating &amp; Air Conditioning HVAC Syst provide you with years of comfort, performance efficiency. Our goal is to continue a long-term or with you and your business.</li> </ul>	layout and ch of our nowledge and ness. analyze e your vel possible. ob and make your ups, so you eccived the ng. /erification: m this step to operly and to ave received em which will re, and	2.00	\$5,792.00	\$11,584.00

Labor Warranty:	1-year	workmanship guarantee with Barron
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#### 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)

--Structural Engineering Fees/Design (if required, can be obtained at additional cost)

--Mechanical/Electrical/Structural Plan Review Fees/Design (if required, can be obtained at additional cost)

--Smoke/Fire dampers (if required, can be obtained at additional cost)

--Third party commissioning (if required, can be obtained at additional cost)

--Balancing of existing duct system (if required, can be obtained at additional cost)

Electrical reconnect existing air handler or electric furnace (same size circuit, with circuit extension or adjustment)	1.00	\$505.00	\$505.00
Closeout Discount for last years models	1.00	\$-1,385.00	\$-1,385.00
Closeout Discount for last years models	1.00	\$-834.00	\$-834.00
Navien Tankless (Non-Recirculating Model) 3-4 Bathroom	1.00	\$6,384.00	\$6,384.00
Downflow Furnace - Single Stage - Fixed Speed ECM Motor	1.00	\$0.00	\$0.00
Capacity: 5 Ton - 110k BTU			
Efficiency Rating: 80%			
• 21"W x 33"H x 27.75"D			
Liquid Propane or Natural Gas			
.0E60C			
Downflow Furnace - Two Stage - Fixed Speed ECM Motor	1.00	\$0.00	\$0.00
Capacity: 4 Ton - 90k BTU			
	size circuit, with circuit extension or adjustment) Closeout Discount for last years models Closeout Discount for last years models Navien Tankless (Non-Recirculating Model) 3-4 Bathroom Downflow Furnace - Single Stage - Fixed Speed ECM Motor • Capacity: 5 Ton - 110k BTU • Efficiency Rating: 80% • 21"W x 33"H x 27.75"D • Liquid Propane or Natural Gas	size circuit, with circuit extension or adjustment)  Closeout Discount for last years models  Navien Tankless (Non-Recirculating Model) 3-4 Bathroom  Navien Tankless (Non-Recirculating Model) 3-4 Bathroom  Downflow Furnace - Single Stage - Fixed Speed ECM Motor  Capacity: 5 Ton - 110k BTU  Capacity: 5 Ton - 110k BTU  Capacity: 5 Ton - 110k BTU  Efficiency Rating: 80%  21"W x 33"H x 27.75"D  Liquid Propane or Natural Gas  COE60C  Downflow Furnace - Two Stage - Fixed Speed ECM Motor  1.00	size circuit, with circuit extension or adjustment) Closeout Discount for last years models Closeout Discount for last years models Navien Tankless (Non-Recirculating Model) 3-4 Bathroom Now Furnace - Single Stage - Fixed Speed ECM Motor Capacity: 5 Ton - 110k BTU Capacity: 5 Ton - 110k BTU Efficiency Rating: 80% 21"W x 33"H x 27.75"D Liquid Propane or Natural Gas Downflow Furnace - Two Stage - Fixed Speed ECM Motor Downflow Furnace - Two Stage - Fixed Speed ECM Motor 1.00 \$0.00

- Efficiency Rating: 80%
- 17.5"W x 33"H x 27.75"D
- Liquid Propane or Natural Gas

#### Lennox EL280DF090E48B

TH6210U2001- EQP	HONEYWELL   2H/1C   T6 Pro Thermostat	2.00	\$0.00	\$0.00
	<ul> <li>7 day programmable or non-programmable</li> <li>Up to 2 Heat / 1 Cool heat pump and 1 Heat / 1 Cool conventional</li> <li>Battery or hardwired</li> <li>Large, clear backlit digital display</li> </ul>			

#### Honeywell TH6210U2001

NPE-240S-EQP		1.00	\$0.00	\$0.00
	<ul> <li>Condensing tankless water heater - natural gas or liquid</li> </ul>	1.00	<i>\\</i> 0.00	<i>\</i> 0.00
	propane			
	• Capacity: 8.7 GPM   199k BTU			
	• Efficiency: 99%			
	• 17"W x 28.875"H x 12"D			

#### NAVIEN AMERICA INC NPE-240S

EXX-1000-EQP	WARRANTIES Barron Heating provides a 1 year Parts and Labor Warranty. No warranties expressed or implied on existing venting/mechanical/ductwork systems.	1.00	\$0.00	\$0.00
	Payment to be made as follows: 50% DEPOSIT, BALANCE DUE ON COMPLETION			

SUB-TOTAL	\$16,254.00
ТАХ	\$1,430.35

**TOTAL** \$17,684.35

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. <u>Pay Now</u>

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: \_\_\_\_\_ Date: \_\_\_\_\_

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

Sign here

Date



# SUDDEN VALLEY COMMUNITY ASSOCIATION



# **10 BARNVIEW DR FURNACE REPLACEMENT** W/HOT WATER TANKLESS OPTIONS

Date: 4/5/24

Proposal Number: Q-03413

**Prepared for:** Sudden Valley Community Association 4 Clubhouse Circle Bellingham, WA 98229

Prepared by: Tim Stewart tstewart@harriscompany.com 3604108045



#### **Prepared By**

Harris Pacific Northwest, LLC 3436 Airport Drive Bellingham, Washington 98226 3604108045

#### Prepared For

Sudden Valley Community Association 4 Clubhouse Circle Bellingham, WA 98229

#### **Agreement Location**

Sudden Valley Community Association 10 Barnview Dr. Bellingham, WA 98229

### WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

## SCOPE OF WORK:

FURNACE REPLACEMENTS AND HOT WATER TANKLESS OPTIONS FOR LIBRARY/ADULT CENTER BUILDING 10 BARNVIEW DR.

Install two new downflow 80% furnaces. Adapter new furnaces to existing ductwork, venting, gas pipe and electrical. Existing thermostats and wiring will be reused for the new furnace control. Existing furnaces have filters in the return duct work with the only access through the furnace blower cabinet. New furnace configuration doesn't allow for easy access through the blower cabinet to access the filters. I have included in the proposal replacement of the return air grill with a 2" filter grill for new furnace filter location.

#### INCLUDED IN PROPOSAL:

1-115kbtu Downflow Furnace
1-90kbtu Downflow Furnace
2-Warm air pipe connection to the existing venting
2-Electrical disconnection and reconnection to furnace
2-Return Air Grill replacement with filter grills
2-Start-up and Operation testing of new furnaces

### **OUR PRICE FOR THIS PROPOSAL IS**

### \$11,500.00+WSST

### HOT WATER DEMAND OPTION A & B

### **OPTION A NORTIZ (84%) LIKE FOR LIKE**

Option A is to replace on-demand hot water heater with like for like Noritz equipment with a single pipe venting. Unit is to reconnect to existing venting, inlet water, hot water supply and gas supply. Noritz on-demand heater is 84% efficient. Gas consumption ranges from 16,000 BTUh to 199,900 BTUh with water flow rates from 0.5 gpm up to 9.8 gpm.

### HOT WATER OPTION A PRICE FOR THIS PROPOSAL IS

### **OPTION B NAVIEN HIGH (95%)EFFICENCY**

Option B is to replace on-demand hot water heater with like in kind Navien equipment with dual PVC venting. Unit can't reconnect to existing venting because the unit is higher efficiency and more condensation will be present. Navien 95% also recommends taking the combustion air from the same pressure point as the exhaust venting. Proposal includes the replacement of venting system. Navien unit would reconnect to existing water inlet, hot water supply line and gas supply.

### HOT WATER OPTION B PRICE FOR THIS PROPOSAL IS

\$7,100.00+WSST X\_\_\_\_\_

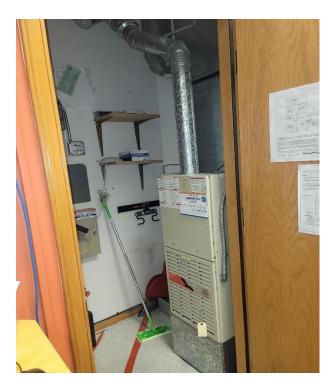
\$5,300.00+WSST X



#### EXCLUSIONS:

- Costs for expediting critical materials
- Work outside of proposed scope related or not to existing conditions
- Premium pay for afterhours and weekend or holiday labor not already outlined as part of this proposal
- Electrical modifications, upgrades, and low voltage electrical not already outlined as part of this proposal
- Fire, life, and safety





## **EXPIRES ON:** 5/5/2024

#### PAYMENT TERMS: Net 30

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor	Customer
Tim Stewart	
Signature (Authorized Representative)	Signature (Authorized Representative)
Tim Stewart	
Name (Print / Type)	Name (Print / Type)
(360)410-8045	
Phone	Title
04-08-24	
Date	Date / PO#



#### **Project Agreement Terms and Conditions**

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in party by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.

9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

10. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

11. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor



by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

12. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

13. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles. 14. If paying with credit card a 3% surcharge will be added to total project price.



Sudden Valley Community Association 360-734-6430 4 Clubhouse Circle Bellingham, WA 98229 www.suddenvalley.com

## APPROVAL REQUEST MEMO

То:	Sudden Valley Community Association Board of Directors
From:	Jo Anne Jensen, General Manager
Date:	April 25, 2024
Subject:	Approval of Lynden Tribune Contract Amendment

### Purpose

To receive approval for the proposed ninth amendment to SVCA's agreement with the Lynden Tribune for editing and printing the Sudden Valley Views.

### Background

SVCA Bylaws Section 10., requires that the Association retain an independent contractor as Editor for the monthly newsletter, Sudden Valley Views, to ensure that the Views continues to be "a vehicle for an uncensored community exchange of opinions, ideas, and positions of any and all matters of community interest." SVCA has contracted with the Lynden Tribune since at least 2008 for editing, printing, and distributing our newsletter. Typically, an amendment is signed each year to extend the length of the agreement and adjust other terms as needed. In the proposed amendment, Compensation and Printing Prices have remained the same as last year. The amendment has additional language identifying monthly charges for graphic design and mail prep; these charges are not new but were not previously included in the language of the agreement.

The Lynden Tribune has edited and printed the Views professionally and reliably during my tenure at SVCA. I find them to be flexible easy to work with. Long-established procedures help to make our work with the Tribune very efficient. Additionally, there are not many suppliers of this type of service in our area.

### Proposal

I recommend that the SVCA Board of Directors approve the proposed amendment to the 2008 agreement with the Lynden Tribune and authorize the General Manager to execute the contract on their behalf.

### Motion

Move that the SVCA Board of Directors approve the proposed amendment to the 2008 agreement with the Lynden Tribune and authorize the General Manager to execute the contract on their behalf.

### Approvals

Approved:	Not Approved:	SVCA Board of Directors

Date:

Signed: \_\_\_\_

Keith McLean, SVCA Board President

### NINTH AMENDMENT TO AGREEMENT

This Ninth Amendment to Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between SUDDEN VALLEY COMMUNITY ASSOCIATION (referred to herein as "SVCA") and LEWIS PUBLISHING CO., INC. (referred to herein as "EDITOR").

### RECITALS

- A. SVCA and EDITOR entered into that certain Agreement dated April 25, 2008, (the "Agreement") wherein SVCA agreed to engage the services of the EDITOR and the EDITOR agreed to serve SVCA.
- B. SVCA and EDITOR amended the Agreement per the First Amendment to Agreement dated June 7, 2010, and the Second Amendment to Agreement dated April 5, 2012, and the Third Amendment to the Agreement dated May 5, 2014, and the Fourth Amendment to the Agreement dated August 4, 2014, and the Fifth Amendment to the Agreement dated May 3, 2016, and the Sixth Amendment to the Agreement dated April 20, 2018, and the Seventh Amendment to the Agreement dated June 2, 2020, and the Eighth Amendment to the Agreement dated May 7, 2022.
- C. SVCA and EDITOR have now elected to extend the term and amend the Agreement as provided below.

NOW, THEREFORE, in consideration of the covenants, terms and conditions set forth herein, SVCA and EDITOR hereby agree to the following amendments to the Agreement:

### AGREEMENT

1. <u>Term</u>.

The term of the Agreement is hereby extended to April 30, 2026. Any party to the Agreement may request an additional extension of the term by notifying the other party of their extension request no later than February 28, 2026.

2. <u>Meetings</u>.

SVCA is currently holding two board meetings a month which the EDITOR is currently covering, as well as the Annual General Meeting and any other Special General Meetings.

Further, the parties recognize there are various committee meetings held monthly that may require the SV Views editor to be in attendance or, at a minimum, require a written report/minutes to be submitted by the committee chairman/secretary to the SV Views editor for review and editing. The parties agree said written report/minutes will appear in the Views.

3. <u>Website and Electronic Copy of Views</u>

The EDITOR will send an electronic copy of the Views each month to <u>admin@suddenvalley.com</u> and <u>asm@suddenvalley.com</u> for posting on the Sudden Valley website immediately upon publication of each issue of the Views.

4. <u>Compensation:</u> A retainer in the amount of twenty seven thousand dollars (\$27,000.00) per annum, which shall be payable in equal monthly installments of two thousand two hundred fifty dollars (\$2,250.00) prior to the thirtieth (30<sup>th</sup>) day of each month. Should the advertising sales fall below \$2,000.00 for an issue the Editor's monthly fee will be reduced to \$1,850.00.

5. <u>Printing Prices:</u> The EDITOR will charge the following printing prices for **3,750** copies of the Views. The Views is printed on 35-inch, 32 lb., 72 Electrabrite newsprint. Price includes four (4) common pages of full color.

12-page\$ 980	\$ 90 Additional M's (thousands)
16-page\$1,070	\$110 Additional M's (thousands)

Both parties agree that the additional printing cost to add four (4) common pages of full color in each issue of the SV Views is **\$120** per issue. This price will not change during the term of this amendment and is up to the discretion of the SVCA if they wish to do so.

**NOTE:** The EDITOR will do everything in its power to hold these printing prices firm for the length of this contract. However, it does reserve the right to adjust the pricing due to the volatile nature of the tariff issue currently taking place in the United States newsprint industry. If it needs to adjust pricing the increase will only be for the increased cost of the newsprint, not the other costs associated with the Views press run.

6. <u>Graphics and Mailing Prices:</u> The EDITOR will charge the following Graphic Design layout and Mail Prep/Addressing prices for the Sudden Valley Views each month.

Graphic Design (12 pages)......\$700 Graphic Design (16 pages)......\$850

Mail Prep/Addressing.....\$310

# 7. <u>No Other Amendments.</u>

Except as herein amended, all the terms, conditions, provisions and covenants of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment as of the day and year first written above.

# **EDITOR:**

Lewis Publishing Co., Inc.

**SVCA:** Sudden Valley Community Association

By: Michael D. Lewis Its: President By: Jo Anne Jensen Its: General Manager



Sudden Valley Community Association 360-734-6430 4 Clubhouse Circle Bellingham, WA 98229 www.suddenvalley.com

## APPROVAL REQUEST MEMO

То:	Sudden Valley Community Association Board of Directors
From:	Jo Anne Jensen, General Manager
Date:	April 25, 2024
Subject:	Approval to De-fund the Austin Creek Erosion Repair Project

### Purpose

To receive approval to de-obligate funding for the proposed Austin Creek Erosion Repair project.

### Background

In January of 2023, the Board approved funding for the design and permitting phase of the Austin Creek Erosion Repair project (see attached memo dated 1/12/23). At that time, a budget of \$32,571 was estimated for the preliminary work. Unfortunately, when meetings were held with Whatcom County to review the proposed project, they determined that an hydraulic analysis would be needed. This unexpected requirement increased the cost of the design and permitting phase of the project significantly. PNW arranged to have a different engineering firm work on the project to reduce costs somewhat, but it would still require an additional \$18,514 for the phase 1 work, increasing the total to \$51,085.

Before asking the Board of Directors to approve the additional funding, I asked for feedback from Golf Course management and PNW regarding the value that this project would return to SVCA relative to its increasing cost. The responses I received are attached. In summary, Golf Course management felt that while the erosion damage was noticeable, repairing it was not worth the estimated cost of more than \$120,000. PNW confirmed that Whatcom County did not require SVCA to complete the repair and recommended that the project be put into an ongoing monitoring status:

"If SVCA had unlimited resources it could be fixed now, but with limited resources it seems using these funds for other items this year makes sense. Officially defer the project for 2024, keep under monitoring, and then budget into 2025. Repeat the same process in 2025 in case erosion starts again."

Following PNW's recommendation to keep the project in the CRRRF Capital Budget will ensure that it is evaluated each year. Also, bridge inspections are scheduled every two years, creating another checkpoint on Austin Creek erosion.

# Proposal

I recommend that the SVCA Board of Directors approve moving the remaining \$22,868 previously obligated for capital project 9723.04 to the general CRRRF fund, effectively placing the Austin Creek Erosion Repair project in a monitoring status.

### Motion

Move that the SVCA Board of Directors approve moving the unspent \$22,868 previously obligated for capital project 9723.04 to the general CRRRF fund, effectively placing the Austin Creek Erosion Repair project in a monitoring status.

# Approvals

Signed: \_\_\_\_

Approved:	Not Approved:	SVCA Board of Directors

Keith McLean, SVCA Board President



# **Sudden Valley Community Association**

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

# CAPITAL REQUEST MEMO

To:Sudden Valley Community Association Board of DirectorsFrom:Jo Anne Jensen, General ManagerDate:January 12, 2023Subject:Capital Request – Golf: Austin Creek – Repair

# <u>Purpose</u>

To request funding approval for design and permitting.

# **Background**

During the November 2021 flood event, SVCA had erosion develop at 4 locations on Austin Creek through the golf course.

- Community Garden Cart Trail Erosion
- 7<sup>th</sup> Green Bridge Armoring
- 9<sup>th</sup> Green Slope Erosion
- 17<sup>th</sup> Green Bridge Armoring

SVCA's 2023 budget includes a line item to repair these locations.

# <u>Analysis</u>

SVCA is proposing to start the engineering and permitting for these repairs. This work will include:

- Evaluation of each location and a design developed for restoration.
- Habitat Conservation Assessment (HCA).
- Permitting for the above scopes of work. Permits assumed are:
  - Whatcom County Shorelines Substantial Development Permit
  - WDFW Hydraulic Project Approval
- Construction is proposed for summer 2023 during the Lake Whatcom Watershed construction window.

# Proposal

Authorize engineering and permitting to begin per PNW Services, Inc. attached Proposal dated 1-9-23.

# <u>Request</u>

Request \$32,571.00 to begin engineering and design.



# **Sudden Valley Community Association**

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

# **Motion**

Move that the Board of Directors approve the allocation of \$32,571.00 from CRRRF for the engineering and permitting work for the proposed Austin Creek repairs.

# **Board of Directors Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_SVCA Board of Directors



January 9, 2023

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

## RE: Project Scope Letter Golf: Austin Creek – Repair

PNW is providing this overall project scope letter to SVCA for streambank restoration to Austin Creek at 4 locations through the golf course. Overall scope of work assumes:

- Project:
  - Erosion has occurred at 4 locations on Austin Creek through the golf course:
    - Community Garden Cart Trail Erosion
    - 7<sup>th</sup> Green Bridge Armoring
    - 9<sup>th</sup> Green Slope Erosion
    - 17<sup>th</sup> Green Bridge Armoring
  - Each location will be evaluated with a design completed for restoration.
- Design, Permitting, & Contractor Bids
  - Coordinate with permit agencies.
  - Cost evaluations for repair.
  - Engineering & Permitting.
  - Prepare bid package, issue to contractors, and bid evaluation with recommendation to SVCA.

Design, Permitting, Contractor Bids	
- Impact Design – Design & Permitting Assistance	\$14,100.00
- Habitat Conservation Assessment Allowance	\$8,000.00
- Permit Fees Allowance	\$4,000.00
- PNW Services, Inc. – Oversight & Bid Package	\$3,510.00
Contingency at 10%	\$2,961.00
Total – Design, Permitting, Contractor Bids	\$32,571.00

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

Sincerely,

Tyler Andrews President



# Sudden Valley Community Association

# **Golf Course Streambank Restoration Projects**

December 16, 2022

Tyler Andrews PNW Services, Inc. PO Box 30498 Bellingham, WA 98228 360-739-2072

Thank you for the opportunity to submit a proposal to provide engineering and permitting assistance for (4) separate streambank restoration and armoring projects at the Sudden Valley Golf Course. Most of these projects appear to be in the shorelines jurisdiction of Austin Creek and all will require a Hydraulic Project Approval from Washington Department of Fish and Wildlife.

### **Project Descriptions:**

- 9th Green Slope Erosion
  - It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by reducing the angle of the slope, adding some light toe rock and provide plantings with topsoil if needed.
- 17<sup>th</sup> Green Bridge Armoring
  - An evaluation of armoring of the existing bridge and nearby slope will be performed to determine if additional armoring will be required in this area.
- Community Garden Cart Trail Erosion
  - It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by installing rip rap and spalls with topsoil and plantings in this area. The installation of this non-native material will likely require some additional nearby planting to satisfy WDFW, which there appears to be plenty of opportunity for.

## • 7<sup>th</sup> Green Bridge Armoring

 It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by installing rip rap and spalls with topsoil and plantings in this area. The installation of this non-native material will likely require some additional nearby planting to satisfy WDFW, which there appears to be plenty of opportunity for.

### Scope of Work:

We expect this work will require the following permits:

- Whatcom County Shorelines Substantial Development Permit
- WDFW Hydraulic Project Approval

We will prepare the shorelines substantial development permit and attend the required hearing in the behalf of Sudden Valley Community Association to provide for proposed improvement project. We will prepare separate site plans and sections for each project and coordinate with Whatcom County as needed. We are not expecting to prepare a stormwater site plan for this project. If a stormwater site plan is required, we can provide that service for an additional cost. We are not expecting to need any topographic survey information for this project. We will provide a basemap using publicly available LIDAR, aerial photographs, and GIS parcel information.

We will also prepare the WDFW Hydraulic Project Approval Application. We expect that a Habitat Conservation Assessment (HCA) will be required which is <u>NOT</u> within the scope of this proposal.

### Excluded Scope:

Critical areas work, geotechnical work, survey work, traffic studies, architectural design, structural engineering, landscape design, title reports, construction support, as-builts and dry utilities coordination are not included in this scope.

### Fee:

For permitting assistance for this project on a <u>Not To Exceed</u> basis in accordance with the rate sheets attached and our budget of **\$14,100**. Below is an approximate schedule of costs:

- Principal Engineer @ \$140/hr x 40hr = \$5,600
- Project Engineer @ \$125/hr x 60hr = \$7,500
- GIS Subconsultant: \$1,000

Please sign and date below as a formal acceptance of this proposal. We are excited to being work on your project.

Name

Date

Respectfully,

5 Dood l

Scott Goodall, MS, PE Principal Impact Design, LLC



### 2023 Rate Sheet

Office	Hourly Rate
Principal Engineer	\$140
Design Engineer	\$125
Engineering Technician	\$110
Design Technician	\$100
CAD Technician	\$75
Field	Hourly Rate
Construction Inspection	\$90
Drone Pilot (UAV Certified)	\$90
Photogrammetry Technician	\$75
Sub-Consultants	15% Markup
Equipment	15% Markup
Travel Expenses	15% Markup
Mileage	\$0.50 / Mile

Impact Design, 5426 Barrett Road, Ferndale WA 98248

cell: (360) 389-8138 email: scott@bold-impact.com

# Sudden Valley Community Association Golf: Austin Creek - Repair PNW Estimate - Bid Package, Permitting, and Construction Management

Task	Description	Hours	Esti	mated Cost
Design Oversight				
	Oversight of Impact Design, review drawings, and site visits as required.	12		
	Total Estimated Design Oversight Hours	12	\$	1,620.00
Permitting				
	Oversight of permit applications, facilitate signatures / submittals / permit fees.	8		
	Total Estimated Permitting Cost	8	\$	1,080.00
Contractor Bids				·
	Prepare bid package, issue to contractors, and answer any bid questions.	4		
	Review construction bids, and provide recommendation to SVCA.	2		
	Total Estimated Bid Package Hours	6	\$	810.00
Construction Management				
	Under seperate proposal after design / permitting.			
	Total Estimated Construction Management House	0	Ø	
	Total Estimated Construction Management Hours	0	\$	-
	Total Estimated		\$	3,510.00



January 10, 2024

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

## RE: Project Scope Letter Golf: Austin Creek – Repair, Capital Code 9723.04 Change Order Funding Request

PNW is providing this overall project scope letter to SVCA for Capital Code 9723.04 – Golf: Austin Creek – Repair. On 1-12-23 SVCA authorized this project to proceed with design and permitting. With this authorization, preliminary concepts for repair were prepared, and a site visit with WDFW was scheduled. WDFW agreed to the simple repair concepts presented. A preapplication meeting was then scheduled with Whatcom County to review the scope of work, and verify permitting requirements assumed. During this meeting Whatcom County notified that a hydraulic analysis would be required despite this being a Shoreline Exemption project, and WDFW agreeing to the proposed repairs. Attached for reference is Whatcom County's Pre-Application Meeting Findings.

The initial proposal submitted to the Board of Directors excluded this scope of work as it was assumed to not be required. This specialized scope of work is not something Impact Design completes internally, and would need to be outsourced. Impact Design presented an updated proposal dated 12-29-23 that added \$25,200.00 for survey and hydraulic analysis, and an additional \$2,800.00 for their added time to facilitate and incorporate. Combined, these totaled \$28,000.00. Attached is their updated quote for reference.

With this significant price increase, PNW reached out to Chinook Engineering who designed and permitted the 8<sup>th</sup> Hole Golf Course Bridge Replacement in 2022 (SVCA Capital Code 9722). The 8<sup>th</sup> Hole Bridge is approximately in the middle of the 4 repair locations along Austin Creek. As part of that project Chinook Engineering completed this hydraulic analysis. While the hydraulic analysis will have to be redone for the proposed 4 repair locations, Chinook is familiar with Austin Creek and knows exactly what will be required. On 1-9-24 PNW met with Chinook Engineering onsite to review the project, and asked for a proposal. Chinook Engineering provided a proposal to complete the necessary permitting and design to finish the project with a budget not to exceed \$25,000.00.

The proposal from Chinook Engineering, see attached, that is not to exceed \$25,000.00 to complete the design is cheaper than the option to proceed with Impact Design. PNW has spoken with Impact Design, and they are agreeable to turning this project over to Chinook Engineering for budget savings. A comparison of the 2 options is below.



### Initial 1-12-23 Proposal Approved by BOD

Design, Permitting, Contractor Bids	
- Impact Design – Design & Permitting Assistance	\$14,100.00
- Habitat Conservation Assessment Allowance	\$8,000.00
- Permit Fees Allowance	\$4,000.00
- PNW Services, Inc. – Oversight & Bid Package	\$3,510.00
Contingency at 10%	\$2,961.00
Total – Design, Permitting, Contractor Bids	\$32,571.00

#### Updated 12-29-23 with Impact Design

Design, Permitting, Contractor Bids	
- Impact Design – Design & Permitting Assistance – Updated	\$16,900.00
- Hydraulic Analysis with Crossectional Survey – New Item	\$25,200.00
- Habitat Conservation Assessment Allowance	\$8,000.00
- Permit Fees Allowance	\$4,000.00
- PNW Services, Inc. – Oversight & Bid Package	\$3,510.00
Contingency at 10%	\$5,761.00
Total – Design, Permitting, Contractor Bids	\$63,371.00

# **Revised 1-10-24 with Chinook Engineering**

Design, Permitting, Contractor Bids	
- Chinook Engineering – Design & Permitting Assistance	\$25,000.00
- Habitat Conservation Assessment Allowance	\$8,000.00
- Permit Fees Allowance – Reduced to account for funds spent to date.	\$3,000.00
- PNW Services, Inc. – Oversight & Bid Package – Reduced to	\$3,000.00
account for funds spent to date.	
Contingency at 10%	\$3,900.00
Total – Design, Permitting, Contractor Bids	\$42,900.00
- Funds spent to date – preapplication permit fee, preliminary design	\$8,185.00
concepts, permit meetings, and oversight.	
Revised Total Capital Request	\$51,085.00
1-12-23 Capital Request Previously Approved	<\$32,571.00>
Change Order Request	\$18,514.00

PNW recommends SVCA's Board of Directors approve the change order amount of \$18,514.00, and authorize a contract with Chinook Engineering to be entered.

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

Sincerely,

Tyler Andrews President



# **Sudden Valley Community Association**

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

# CAPITAL REQUEST MEMO

То:	Sudden Valley Community Association Board of Directors
From:	Jo Anne Jensen, General Manager
Date:	January 12, 2023
Subject:	Capital Request – Golf: Austin Creek – Repair

### Purpose

To request funding approval for design and permitting.

### Background

During the November 2021 flood event, SVCA had erosion develop at 4 locations on Austin Creek through the golf course.

- Community Garden Cart Trail Erosion
- 7<sup>th</sup> Green Bridge Armoring
- 9<sup>th</sup> Green Slope Erosion
- 17<sup>th</sup> Green Bridge Armoring

SVCA's 2023 budget includes a line item to repair these locations.

### **Analysis**

SVCA is proposing to start the engineering and permitting for these repairs. This work will include:

- Evaluation of each location and a design developed for restoration.
- Habitat Conservation Assessment (HCA).
- Permitting for the above scopes of work. Permits assumed are:
  - o Whatcom County Shorelines Substantial Development Permit
  - WDFW Hydraulic Project Approval
- Construction is proposed for summer 2023 during the Lake Whatcom Watershed construction window.

# **Proposal**

Authorize engineering and permitting to begin per PNW Services, Inc. attached Proposal dated 1-9-23.

# <u>Request</u>

Request \$32,571.00 to begin engineering and design.



# **Sudden Valley Community Association**

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

### Motion

Move that the Board of Directors approve the allocation of \$32,571.00 from CRRRF for the engineering and permitting work for the proposed Austin Creek repairs.

# **Board of Directors Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_SVCA Board of Directors

Huis request was approved on January 12, 2023 Johnne Junsen, GM.



January 9, 2023

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

## RE: Project Scope Letter Golf: Austin Creek – Repair

PNW is providing this overall project scope letter to SVCA for streambank restoration to Austin Creek at 4 locations through the golf course. Overall scope of work assumes:

- Project:
  - Erosion has occurred at 4 locations on Austin Creek through the golf course:
    - Community Garden Cart Trail Erosion
    - 7<sup>th</sup> Green Bridge Armoring
    - 9<sup>th</sup> Green Slope Erosion
    - 17<sup>th</sup> Green Bridge Armoring
  - Each location will be evaluated with a design completed for restoration.
- Design, Permitting, & Contractor Bids
  - Coordinate with permit agencies.
  - Cost evaluations for repair.
  - Engineering & Permitting.
  - Prepare bid package, issue to contractors, and bid evaluation with recommendation to SVCA.

Design, Permitting, Contractor Bids	
- Impact Design – Design & Permitting Assistance	\$14,100.00
- Habitat Conservation Assessment Allowance	\$8,000.00
- Permit Fees Allowance	\$4,000.00
- PNW Services, Inc. – Oversight & Bid Package	\$3,510.00
Contingency at 10%	\$2,961.00
Total – Design, Permitting, Contractor Bids	\$32,571.00

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

Sincerely,

Tyler Andrews President



# Sudden Valley Community Association

# **Golf Course Streambank Restoration Projects**

December 16, 2022

Tyler Andrews PNW Services, Inc. PO Box 30498 Bellingham, WA 98228 360-739-2072

Thank you for the opportunity to submit a proposal to provide engineering and permitting assistance for (4) separate streambank restoration and armoring projects at the Sudden Valley Golf Course. Most of these projects appear to be in the shorelines jurisdiction of Austin Creek and all will require a Hydraulic Project Approval from Washington Department of Fish and Wildlife.

### **Project Descriptions:**

- 9th Green Slope Erosion
  - It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by reducing the angle of the slope, adding some light toe rock and provide plantings with topsoil if needed.
- 17<sup>th</sup> Green Bridge Armoring
  - An evaluation of armoring of the existing bridge and nearby slope will be performed to determine if additional armoring will be required in this area.
- Community Garden Cart Trail Erosion
  - It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by installing rip rap and spalls with topsoil and plantings in this area. The installation of this non-native material will likely require some additional nearby planting to satisfy WDFW, which there appears to be plenty of opportunity for.

## • 7<sup>th</sup> Green Bridge Armoring

 It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by installing rip rap and spalls with topsoil and plantings in this area. The installation of this non-native material will likely require some additional nearby planting to satisfy WDFW, which there appears to be plenty of opportunity for.

### Scope of Work:

We expect this work will require the following permits:

- Whatcom County Shorelines Substantial Development Permit
- WDFW Hydraulic Project Approval

We will prepare the shorelines substantial development permit and attend the required hearing in the behalf of Sudden Valley Community Association to provide for proposed improvement project. We will prepare separate site plans and sections for each project and coordinate with Whatcom County as needed. We are not expecting to prepare a stormwater site plan for this project. If a stormwater site plan is required, we can provide that service for an additional cost. We are not expecting to need any topographic survey information for this project. We will provide a basemap using publicly available LIDAR, aerial photographs, and GIS parcel information.

We will also prepare the WDFW Hydraulic Project Approval Application. We expect that a Habitat Conservation Assessment (HCA) will be required which is <u>NOT</u> within the scope of this proposal.

### Excluded Scope:

Critical areas work, geotechnical work, survey work, traffic studies, architectural design, structural engineering, landscape design, title reports, construction support, as-builts and dry utilities coordination are not included in this scope.

### Fee:

For permitting assistance for this project on a <u>Not To Exceed</u> basis in accordance with the rate sheets attached and our budget of **\$14,100**. Below is an approximate schedule of costs:

- Principal Engineer @ \$140/hr x 40hr = \$5,600
- Project Engineer @ \$125/hr x 60hr = \$7,500
- GIS Subconsultant: \$1,000

Please sign and date below as a formal acceptance of this proposal. We are excited to being work on your project.

Name

Date

Respectfully,

5 Dood l

Scott Goodall, MS, PE Principal Impact Design, LLC



### 2023 Rate Sheet

Office	Hourly Rate
Principal Engineer	\$140
Design Engineer	\$125
Engineering Technician	\$110
Design Technician	\$100
CAD Technician	\$75
Field	Hourly Rate
Construction Inspection	\$90
Drone Pilot (UAV Certified)	\$90
Photogrammetry Technician	\$75
Sub-Consultants	15% Markup
Equipment	15% Markup
Travel Expenses	15% Markup
Mileage	\$0.50 / Mile

Impact Design, 5426 Barrett Road, Ferndale WA 98248

cell: (360) 389-8138 email: scott@bold-impact.com

# Sudden Valley Community Association Golf: Austin Creek - Repair PNW Estimate - Bid Package, Permitting, and Construction Management

Task	Description	Hours	Esti	mated Cost
Design Oversight				
	Oversight of Impact Design, review drawings, and site visits as required.	12		
	Total Estimated Design Oversight Hours	12	\$	1,620.00
Permitting				
	Oversight of permit applications, facilitate signatures / submittals / permit fees.	8		
	Total Estimated Permitting Cost	8	\$	1,080.00
Contractor Bids				
	Prepare bid package, issue to contractors, and answer any bid questions.	4		
	Review construction bids, and provide recommendation to SVCA.	2		
	Total Estimated Bid Package Hours	6	\$	810.00
Construction Management				
	Under seperate proposal after design / permitting.			
	Total Estimated Construction Management House	0	đ	
	Total Estimated Construction Management Hours	0	\$	-
	Total Estimated		\$	3,510.00

WHATCOM COUNTY Planning & Development Services 5280 Northwest Drive Bellingham, WA 98226-9097 360-778-5900, TTY 800-833-6384 360-778-5901 Fax



## **Purpose of Pre-Application Meeting**

The purpose of this pre-application meeting is to assist applicants in preparing their development applications for submittal to the County. Pre-application meetings include all County departments responsible for development review. County representatives will describe the type of application(s) necessary, the review process, and applicable development regulations. The pre-application meeting may also identify issues and concerns wherever noted. It is not meant to be a detailed review of proposed plans or ideas.

Fees collected for pre-application meetings are non-refundable. However, a portion of the fee paid shall apply to the application fee at the time of formal application, if made within one calendar year of your pre-application meeting.

Please be aware that any communication or checklists provided does not imply approval or conditional approval of the pending application. Future review of your formal application may require changes, alterations or additional information to clarify the details of your proposal and design. Applications for permits may be subject to the review and discretion of other County bodies such as the Technical Review Committee, Hearing Examiner or County Council.

Please also note that substantial changes to the project may require an additional pre-application meeting.

# <u>Web Links</u>:

Planning and Development Services Web Page: <u>www.whatcom.wa.us/pds/index</u>

Whatcom County Code: <u>www.whatcom.wa.us</u> under "Online Services" then "Search County Code"

Permit Submittal Requirements/General Application Forms/SEPA checklist/Application Fees etc.: <u>www.whatcom.wa.us/pds/index</u> under "Applications/Forms".

WHATCOM COUNTY Planning & Development Services 5280 Northwest Drive Bellingham, WA 98226-9097 360-778-5900, TTY 800-833-6384 360-778-5901 Fax



## Planning and Development Services Pre-Application Meeting Findings

PRE2023-00071 – Sudden Valley Community Association – Austin Creek Streambank Repair/Stabilization

Whatcom County staff met with the applicant on September 7, 2023 at 10am online via Zoom video conference to discuss armoring four parts of Austin Creek damaged during 2021 floods. A summary of the permits required for this proposal is included below, as well as individual staff comments, providing further detail on each division's regulations and requirements.

Based upon plans and information presented, the following permits/approvals may be required, depending on the proposal (applicable application submittal requirements can be found on the County's webpage):

- Shoreline Exemption or Shoreline Substantial Development Permit
- Land Fill and Grade Permit
- SEPA Environmental Checklist

Application forms can be found at <u>www.whatcomcounty.us/920/Applications-</u> <u>FormsLinks</u>.

# Pre-application Purpose:

The purpose of the pre-application meeting is to assist applicants in preparing their development applications for submittal to the County. Pre-application meetings include all County departments responsible for development review. County representatives will describe the type of application(s) necessary, the review process, and applicable development regulations. The pre-application meeting may also identify issues and concerns wherever noted. It is not meant to be a detailed review of proposed plans or ideas.

Please be aware that any communication or checklists provided does not imply approval or conditional approval of the pending application. Future review of your formal application may require changes, alterations, or additional information to clarify the details of your proposal and design. Applications for permits may be subject to the review and discretion of other County bodies such as the Technical Review Committee, Hearing Examiner or County Council.

Please note that substantial changes to the project may require an additional preapplication meeting.

# Staff Comments:

### Critical Areas – Nathan Goldschmidt - NGoldsch@co.whatcom.wa.us

This case has been forwarded to Whatcom County Critical Area staff for review under WCC 16.16, specifically WCC 16.16.100 – Purpose and Intent, WCC 16.16.200 – Administrative Provisions, WCC 16.16.600 – Wetlands, and WCC 16.16.700 – Fish and Wildlife Habitat Conservation Areas (FWHCA).

The proposed work will occur at four locations along Austin Creek at 4 Clubhouse Circle in Bellingham, WA (TP#: 3704082055100000, 3704052190540000). This project proposes to restore the Austin Creek stream bank at four different locations. The general repair concept consists of sloping back each location at either a 1.5:1 or 2:1 slope, placing soil lifts with live willow stakes, placing Jute matting, and inserting logs with root wads pointed upstream. Where necessary rip rap will be placed at the bottom of the stream bank. All these measures combined should help prevent additional erosion and scour during a high-flow event.

Whatcom County permit tracking and GIS resources, and supplemental information in the pre-application packet, indicate that the project will occur entirely within the 150-foot Austin Creek Habitat and Conservation Area (HCA) buffer. A site visit was not conducted as part of this review. The subject property is within or near:

• Fish and Wildlife Habitat Conservation Areas (FWHCA).

Per WCC 16.16.720.1, streambank stabilization and shoreline protection may be permitted within this HCA. Whatcom County Natural Resources (NR) staff will evaluate the proposed project's compliance with WCC 16.16.720.1 at the time of permit submittal. In addition to Whatcom County HCA regulations, the WDFW and USACE have jurisdictional authority over the proposed project elements. Per WCC 16.16.215(B), Whatcom County NR staff may determine that the conditions imposed in the WDFW and USACE permits can be substituted as the conditions of approval for the requirements of WCC 16.16.

The following items are required for further review of this project under the appropriate development permit:

- 1. Compliance with WCC 16.16.720.1 must be demonstrated in the permit application materials including an objective alternatives analysis for all proposed hard shore armoring.
- 2. The Critical Areas Ordinance (CAO; WCC 16.16) requires avoidance of all impacts to critical areas. For impacts, mitigation will be required per WCC 16.16.260, 16.16.680 and 16.16.760, as applicable.

### Flood – Joshua Fleischmann - JFleisch@co.whatcom.wa.us

This memorandum provides a review of the subject permit for compliance with the Whatcom County Flood Damage Prevention Code (WCC Title-17) and the associated requirements of the Endangered Species Act (ESA).

The subject proposal is for stream bank repair to 4 locations along Austin Creek at 4 Clubhouse Circle (Parcel #s 370408205510 & 370405219054). The subject location is within a Special Flood Hazard Area (SFHA), specifically Flood Zone A with a Base Flood Elevation (BFE) of 2-feet above the Highest Adjacent Grade (HAG) and a Flood Protection Elevation of 3-feet above the HAG.

Whatcom County Code (WCC) Title 17, Flood Damage Prevention 17.12.030, Section A.3, states that the department shall "Review all floodplain development permit applications to determine if the proposed development adversely affects the flood-carrying capacity of the area of special flood hazard, and prohibit those developments that are determined to adversely affect the flood-carrying capacity. For purposes of this section, "adversely affects flood-carrying capacity" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will increase the water surface elevation of the base flood more than one foot at any point."

The project will be subject to the following conditions:

- The project must be constructed in accordance with the submitted plans/drawings and supporting documentation
- A hydraulic analysis certified by a qualified professional documenting the proposed development will not adversely affect the SFHA shall be required prior to approval of the subject permit.
- A copy of the Nationwide Permit (NWP) from the Army Corps of Engineers (ACOE) shall be provided to the river and Flood Division <u>prior to start of any</u> work in order to demonstrate compliance with the ESA.
- A copy of the Hydraulic Project Approval (HPA) permit from the Washington Department of Fish and Wildlife shall be provided to the river and Flood Division and/or Planning and Development Services <u>prior to start of any</u> work.
- Best Management Practices (BMP's) shall be utilized to reduce/eliminate construction related impacts within the SFHA

A Habitat Assessment for the proposed development will not be required for compliance because Lake Whatcom is not listed as critical habitat for endangered/listed species and will be subject to NPDES standards.

# Geologic Hazards – Andy Wiser – AWiser@co.whatcom.wa.us

A pre-application meeting was held on September 7, 2023, to discuss permit requirements for proposed stream bank stabilization along Austin Creek in the vicinity of the Sudden Valley Golf Course. Stabilization is being considered to address bank erosion that occurred during flood conditions in the Fall of 2021. Four separate locations were proposed for bank stabilization, with each location containing unique design elements and proximal existing development. Three of the proposed locations are located within shoreline jurisdiction and are subject to the requirements of Chapter 23 and Chapter 16 of Whatcom County Code, whereas the fourth location is located outside of shoreline jurisdiction and is subject only to the requirements of Chapter 16 (with minor exception, see below).

If the proposed work meets the definition of repair and maintenance of existing, lawfully established bank stabilization, geotechnical assessment would not be required. For the location outside of shoreline jurisdiction, repair and maintenance may be permitted as Notification of Activity subject to the requirements of WCC 16.16.235(B.2). For those locations within shoreline jurisdiction, please refer to the requirements prepared by Kyla Walters.

For new bank stabilization within shoreline jurisdiction, WCC 23.100.130(B.1.a) requires that a qualified professional determine through geotechnical assessment that an imminent threat to a primary use (defined as within 3 years) is present. If the qualified professional determines that a threat is present, but is less imminent than 3 years, the geotechnical assessment may justify bank stabilization utilizing bioengineering approaches. The geotechnical assessment shall also include an alternatives analysis that considers approaches other than hard armoring for protecting existing improvements, such as relocation of infrastructure away from erosion hazards, soft-shore techniques, or no action. If geotechnical assessment determines that hard armoring is necessary, the qualified professional shall provide recommendations to ensure that the design is the minimum necessary to mitigate for interpreted erosional forces, but also sufficiently robust to resist future flood conditions and prevent the need for future repair and maintenance.

For new hard armoring located outside of shoreline jurisdiction, stream stabilization is subject to the requirements of WCC 16.16.355(B.7). Demonstration of threat through geotechnical assessment, like projects located within shoreline jurisdiction, is required, as is compliance with the requirements of WCC, Chapter 23.

### PW Engineering – Kyle Klum - KKlum@co.whatcom.wa.us

This Pre-app case has been forwarded to Whatcom County Public Works staff for review of the commercial stormwater portion. The proposed project will repair damage from the November 2021 floods and protect against further flooding events. Proposed development is located within the NPDES phase II stormwater area.

The following comments are based on documents that have been submitted for the review. Any changes to the proposed project may modify these findings.

### <u>GENERAL COMMENTS</u>

- 1. All development shall comply with the Whatcom County Development Standards (WCDS) and WCC 20.80.630.
- 2. All roads, stormwater facilities, and civil plans shall be designed and stamped by a Washington State Licensed Civil Engineer.
- 3. All appropriate permits must be obtained before construction. Obtaining a county permit does not replace or over-ride other state and federal statutes and regulations that may apply to this project. DOE permit (if required) must be obtained prior to any construction performed on the subject site.

STORMWATER COMMENTS

4. Proposed development is subject to WCC 20.80.630 and 2019 DOE SWMMWW. Proposed development shows less than 2000 SF of new or improved impervious surface area, as such the developer will be required to consider minimum requirement 2 of the SWMMWW, Construction Stormwater Pollution Prevention Plan.

### Shorelines - Kyla Walters - KWalters@co.whatcom.wa.us

Austin Creek is regulated pursuant to the Washington State Shoreline Management Act (SMA) and the Whatcom County Shoreline Management Program (SMP). The subject project is within Shoreline Jurisdiction within the Rural and Urban designations. SMP jurisdiction includes lands waterward of the Ordinary High Water Mark (OHWM) and those lands extending landward for 200-feet in all directions as measured on a horizontal plane from the OHWM, or as identified by the Official Shoreline Map for the Nooksack River. Based on the County's Official Shoreline map and submitted site plans, a portion of the proposed project falls within Shoreline Jurisdiction (the western most site is outside of shoreline jurisdiction). The project area is also within a Habitat Conservation Area (HCA) buffer extending 150 ft. upland from the OHWM.

If the armoring repair is restoring the streambank to its previous condition, this would be considered a maintenance/repair project which could be reviewed through a Shoreline Exemption permit. If the proposed armoring is new or any expansion is proposed, a Shoreline Substantial Development Permit would be required. In that case, the applicant would need to demonstrate the need for the armoring per WCC 23.100.130.B. A SEPA Environmental Checklist will also be required as the project involves work below the Ordinary High Water Mark. The western most project is outside of shoreline jurisdiction and would require review through a Land Fill & Grade permit. This should be submitted simultaneously with the shoreline permit and SEPA Checklist, for a consolidated review. LDP2020-00041, which approved maintenance activities on this property through a 5-year programmatic permit, does not cover the proposed scope of work.

Information provided in association with this pre-application conference shall be valid for a period of one-hundred-eighty (180) days following the pre-application conference. An applicant wishing to submit a permit application more than 180 days following a pre-application for the same permit application shall be required to schedule another pre-application conference.

If you should have any specific questions, please contact the individuals listed above.



# Sudden Valley Community Association

# **Golf Course Streambank Restoration Projects**

December 29, 2023

Tyler Andrews PNW Services, Inc. PO Box 30498 Bellingham, WA 98228 360-739-2072

Thank you for the opportunity to submit a proposal to provide engineering and permitting assistance for (4) separate streambank restoration and armoring projects at the Sudden Valley Golf Course. Most of these projects appear to be in the shorelines jurisdiction of Austin Creek and all will require a Hydraulic Project Approval from Washington Department of Fish and Wildlife. A pre-application meeting (PRE2023-00071 – Sudden Valley Community Association – Austin Creek Streambank Repair/Stabilization) was held (comments attached) regarding the requirements for the project on September 7<sup>th</sup>, 2023.

### **Project Descriptions:**

### • 9th Green Slope Erosion

- It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by reducing the angle of the slope, adding some light toe rock and provide plantings with topsoil if needed.
- 17<sup>th</sup> Green Bridge Armoring
  - An evaluation of armoring of the existing bridge and nearby slope will be performed to determine if additional armoring will be required in this area.

### • Community Garden Cart Trail Erosion

 It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by installing rip rap and spalls with topsoil and plantings in this area. The installation of this non-native material will likely require some additional nearby planting to satisfy WDFW, which there appears to be plenty of opportunity for.

## • 7<sup>th</sup> Green Bridge Armoring

 It appears that a section of bank has eroded due to the 11-14-21 flood event. It is our preliminary recommendation that this section be restored by installing rip rap and spalls with topsoil and plantings in this area. The installation of this non-native material will likely require some additional nearby planting to satisfy WDFW.

### Scope of Work:

We expect this work will require the following permits:

- Whatcom County Shorelines Substantial Development Permit
- Whatcom County Land Fill and Grade Permit
- Whatcom County SEPA Environmental Checklist
- WDFW Hydraulic Project Approval
- Nationwide Permit (NWP) from the Army Corps of Engineers (ACOE)

We will prepare the above permits and attend the required hearing on behalf of the Sudden Valley Community Association to provide for the proposed improvement project. We will prepare separate site plans and sections for each project and coordinate with Whatcom County as needed. This will include a stormwater pollution prevention plan, a grading plan and details for the site.

This project will require a hydraulic analysis certified by a qualified professional documenting the proposed development will not adversely affect the SFHA. This will require a 1-D Hydraulic Analysis using the HEC-RAS modeling and a survey effort for the site.

### Excluded Scope:

Habitat Conservation Assessment (HCA) and critical areas work, geotechnical work, traffic studies, architectural design, structural engineering, landscape design, title reports, construction support, as-builts and dry utilities coordination are not included in this scope.

### Fee:

For permitting assistance for this project on a <u>Not To Exceed</u> basis in accordance with the rate sheets attached and our budget of **\$42,100**. Below is an approximate schedule of costs:

Permitting and Civil Engineering Assistance (\$16,900)

- Principal Engineer @ \$140/hr x 60hr = \$8,400
- Project Engineer @ \$125/hr x 60hr = \$7,500
- GIS Subconsultant: \$1,000

Crossectional Survey (\$5,200)

- Locate Crossectional Topography •
- Locate Crossectional Bathymetry
- Locate pertinent grade breaks and include grounds shots
- Deliverables include: Stamped/Signed Topographic Survey Map, Electronic survey drawing w/ points, linework, and XML surface in ACAD Civil 3D format

Hydraulic Analysis (\$20,000)

- Principal Hydrogeologist @ \$160/hr x 40hr = \$9,600
- Geomorphologist @ \$130/hr x 60hr = \$10,400 •

Please sign and date below as a formal acceptance of this proposal. Thank you for the opportunity to work together again.

Name

Date

Respectfully,

- Dood

Scott Goodall, MS, PE Principal Impact Design, LLC



### 2024 Rate Sheet

Office	Hourly Rate
Principal Engineer	\$140
Design Engineer	\$125
Engineering Technician	\$110
Design Technician	\$100
CAD Technician	\$75
Field	Hourly Rate
Construction Inspection	\$90
Drone Pilot (UAV Certified)	\$90
Photogrammetry Technician	\$75
Sub-Consultants	15% Markup
Equipment	15% Markup
Travel Expenses	15% Markup
Mileage	\$0.50 / Mile

Impact Design, 5426 Barrett Road, Ferndale WA 98248

cell: (360) 389-8138 email: scott@bold-impact.com

Chinook Engineering 860 Windrose Drive Coupeville, WA 98239 360.672.5528



Tyler Andrews	Proposal Number	23473
Sudden Valley Community Association	Proposal Date	01/10/2024
4 Clubhouse Circle		
Bellingham, WA 98229		

Austin Creek Stream Bank Restoration and Fish Habitat Enhancement Project for the Sudden Valley Community Association

# Pricing

Description	Rate	Qty	Line Total
Survey and Data Collection Visit Site and collect preliminary and in depth topography survey information adequate to prepare site survey base map for design.	\$2,000.00	1	\$2,000.00
Base Map Preparation Prepare site survey base map for design.	\$1,000.00	1	\$1,000.00
Hydraulic Modeling HECRAS Use USCOE HECRAS model to determine water surface elevations and water velocities	\$4,000.00	1	\$4,000.00
Hydraulic Computer Modeling Use measurements to numerically analyze the resulting hydraulics for the project	\$3,000.00	1	\$3,000.00
Preliminary Design Prepare Preliminary Design solution alternatives and discuss with client and Agencies if required.	\$5,000.00	1	\$5,000.00
Final Design Prepare Final Design Drawings and specifications ready to build or bid the project.	\$6,000.00	1	\$6,000.00
Permitting Assistance Assist in the preparation of permits	\$4,000.00	1	\$4,000.00

25,000.00
0.00

# Notes

Tyler,

This proposal is to provide the necessary hydraulics and water flow analysis as required by Whatcom County as discussed in your email and to prepare a permitting and construction ready set of drawings. This is based on a Not Exceed Basis.

Thank you, Jay Kidder

# Terms

Invoiced monthly and assumed to be completed by February 28th, 2024. Please add 3% if paid with credit cards.

Tyler Andrews, Sudden Valley Community Association

# **Morgan Libby**

From: Sent: To: Cc: Subject: Brian Kruhlak Tuesday, January 23, 2024 1:24 PM Jo Anne Jensen; Greg Wadden Kevin LeDuc; Joel Heverling Re: Austin Creek Repair

Jo Anne

Thanks for passing this along and for clarifying that this work is not mandated by the county.

Greg, Kevin and me will need to look more closely at the scope of the project as I'm not certain it addressed significantly the areas of concern with respect to the affect to the playability of the golf holes that were affected by erosion.

It may well make sense to reduce the scope or eliminate the project entirely.

Brian

Get Outlook for iOS

From: Jo Anne Jensen <jjensen@suddenvalley.com> Sent: Tuesday, January 23, 2024 11:47:52 AM To: Brian Kruhlak <bkruhlak@suddenvalley.com>; Greg Wadden <greg.wadden@suddenvalley.com> Cc: Kevin LeDuc <headpro@suddenvalley.com>; Joel Heverling <acctmgr@suddenvalley.com> Subject: Austin Creek Repair

Brian and Greg,

The cost of the proposed Austin Creek repairs has risen considerably since the project was first put forward. One reason for this is that the County is requiring us to do a hydraulic analysis.

To remind you, the project includes repairing four areas of erosion along the banks of Austin Creek. I've attached the capital request that was approved in January 2023. **There is no requirement** to do this repair from the standpoint of the County. If we want to do the repair, however, it will be very costly.

The BOD approved \$32,571 dollars for design and permitting alone. With the added requirement of the hydraulic analysis, the cost for design and permitting has risen to \$51,085. The cost of implementing the design was estimated last year at \$70,000. Most quotes came back significantly higher than the estimates in 2023 and I expect this trend to continue. Plus, we have no idea what requirements the County would place on us. Asking for a hydraulic analysis was not expected, so I feel that it is likely future surprises will occur.

If the erosion has worsened or if the amount of land lost to erosion significantly affected the course, there is a strong argument for continuing forward with this project. But I do not want to move forward without much more consideration and discussion of the cost and benefits of the project.

Please let me know your thoughts asap. If we want to go forward with this project we will need to bring it to the BOD in February.

Thank you.

Jo Anne

Jo Anne Jensen General Manager Sudden Valley Community Association 4 Clubhouse Circle, Bellingham, WA 98229 360-734-6430 x321 jjensen@suddenvalley.com



# **Morgan Libby**

From: Sent: To: Cc: Subject: Kevin LeDuc Wednesday, January 24, 2024 9:11 AM Greg Wadden; Jo Anne Jensen; Brian Kruhlak Joel Heverling RE: Austin Creek Repair

Jo Anne,

Thanks for your efforts on the Creek repair issues. I agree with Brian and Greg's responses. Because of the cost, I think we should hold off on doing everything. I agree we can't afford to loose another bridge. Whether we have a professional inspection or inspect them closer ourselves, I think we should take a closer look at them. I know in the past we have done some "armoring" inhouse and that may help with potential issues.

As far as the erosion, although unpredictable weather concerns me these days, #9 and #17 erosion areas are mostly on straightaways of the creek. If we get another major flood like before we certainly may have issues, but as far as playability and aesthetics I don't feel that aren't a concern at this point.

Thank you

Kevin LeDuc PGA Head Golf Professional Sudden Valley GC 360-734-6435

From: Greg Wadden <greg.wadden@suddenvalley.com> Sent: Tuesday, January 23, 2024 1:36 PM To: Jo Anne Jensen <JJensen@suddenvalley.com>; Brian Kruhlak <bkruhlak@suddenvalley.com> Cc: Kevin LeDuc <headpro@suddenvalley.com>; Joel Heverling <acctmgr@suddenvalley.com> Subject: RE: Austin Creek Repair

My initial thoughts on this are the following:

- Bank erosion will continue, at what rate? Don't know. Erosion does not stop and will only continue.
- If the bank erosion is to be considered aesthetic, they let it be. Has the erosion worsened, difficult to tell, but I would hasten a guess as it has not worsened.
- If we are attempting to decrease the costs, we should only focus on the bridge "armoring" scope as these areas cannot fail i.e., another bridge washout.
- What if we get an updated bridge inspection report. That will tell us if bridge armoring is required.
- Lastly, we can just let the whole thing be, and repair bridge armoring and abutments as, or if it happens.

Cheers

Greg

From: Jo Anne Jensen <jjensen@suddenvalley.com> Sent: Tuesday, January 23, 2024 11:48 AM To: Brian Kruhlak <<u>bkruhlak@suddenvalley.com</u>>; Greg Wadden <<u>greg.wadden@suddenvalley.com</u>> Cc: Kevin LeDuc <<u>headpro@suddenvalley.com</u>>; Joel Heverling <<u>acctmgr@suddenvalley.com</u>> Subject: Austin Creek Repair

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Please let me know your thoughts asap. If we want to go forward with this project we will need to bring it to the BOD in February.

Thank you.

Jo Anne

Jo Anne Jensen General Manager Sudden Valley Community Association 4 Clubhouse Circle, Bellingham, WA 98229 360-734-6430 x321 jjensen@suddenvalley.com



# **Morgan Libby**

Tyler Andrews <tylera@pnwcivil.com></tylera@pnwcivil.com>
Sunday, April 21, 2024 4:16 PM
Jo Anne Jensen
RE: Austin Creek

Hi Jo Anne,

Yes, I support putting this project on hold for the following reasons:

- The erosion took place during the November 2021 flood event. Since that time, it doesn't appear the erosion has increased, and things are stable. There is no guarantee additional erosion won't occur, but for the time being things appear stable.
- Putting the project on hold, and under a monitoring status makes sense. This would be similar to what has
  taken place with Southern Court. Southern Court had a sinkhole develop, and the road was shifting. After
  a few months of monitoring the road hadn't shifted anymore and appeared stable. It was reopened and
  put in a monitoring status, and so far, that has worked well verse the option of permanently closing or
  having to rebuild the entire road which would be very costly.
- If SVCA had unlimited resources it could be fixed now, but with limited resources it seems using these funds for other items this year makes sense. Officially defer the project for 2024, keep under monitoring, and then budget into 2025. Repeat the same process in 2025 incase erosion starts again.

To my knowledge Whatcom County isn't requiring SVCA to proceed with this project. SVCA brought the proposed project to Whatcom County for preliminary review and confirming permit requirements. Nothing during that process has turned into SVCA being required to do anything. Please let me know if you have any other questions. Thanks,

Tyler

Tyler Andrews PNW Civil, Inc PO Box 30498 Bellingham, WA 98228 360-739-2072

From: Jo Anne Jensen <jjensen@suddenvalley.com> Sent: Friday, April 19, 2024 10:51 AM To: Tyler Andrews <tylera@pnwcivil.com> Subject: Austin Creek

### Tyler,

I am pulling together materials for the Board to give them the background on Austin Creek. It is on the agenda for 4/25. Based on feedback from Golf, the cost of the erosion repairs now exceed the value they would deliver.

My understanding is that Whatcom County is not requiring us to make this repair. Is that correct? Can you send an email or short memo summarizing the situation and your opinion on whether the project should go forward? I believe when we last spoke you were ok with continuing to monitor the erosion sites and delaying action until it became clear that erosion was causing new damage to infrastructure. If you think the project should go forward, I'd appreciate a summary of the reasons you feel that is best so that everything can be taken into consideration.

By the way, if funds were unlimited, I would fully support repairing the erosion and protecting the banks, as allowed, from further damage.

Thank you.

Jo Anne

Jo Anne Jensen General Manager Sudden Valley Community Association 4 Clubhouse Circle, Bellingham, WA 98229 360-734-6430 x321 jjensen@suddenvalley.com

