



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board of Directors Regular Meeting

June 8th, 2023, 7:00 PM, IN-PERSON, DANCE BARN

Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Consent Agenda

2a. Approval of Minutes – April 13th, 2023

May 11th, 2023

Item 3) Announcements

Item 4) Property Owner Comments – 15 Minutes Total

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

Item 5) General Manager's Report

Item 6) New Business

6a. Approval of 50th Anniversary Committee Member

6b. Capital Requests:

- i. Contract Award – Pavement Markings
- ii. Contract Award – Asphalt Repairs

Adjournment



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CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: June 8th, 2023
Subject: Capital Code 9923.42 – 2023 Street Pavement Markings – Contract Award

Purpose

To request contract approval for the 2023 Street Pavement Markings.

Background

On May 11th, 2023 SVCA's Board approved the 2023 Street Pavement Markings project to move forward, and this was assigned Capital Code 9923.42.

Analysis

Per PNW's attached summary dated June 2nd, 2023, the project was put out to bid to 3 contractors, and SVCA received quotes from 2. It is recommended that SVCA proceed with contract award to Kamps Painting Co., Inc.

Kamps quote dated June 1st, 2023 is for \$26,473.20. The May 11th, 2023 project approval included a construction estimate of \$33,991.63. The difference of \$7,518.43 is recommended to be returned to the Roads fund. The 10% contingency (\$3,574.66) is recommended to remain in this contract for any minor differences in road quantities discovered during actual painting.

Proposals

Proposal 1:

Authorize contract award to Kamps Painting in the amount of \$26,473.20. Contract award will utilize SVCA's standard construction contract as attached in the bid documents included in PNW's summary.

Proposal 2:

Return \$7,518.43 to the Roads fund.

Requests

Request 1:

Request approval for issuing contract to Kamps Painting in the amount of \$26,473.20.

Request 2:

Request \$7,518.43 be returned to the Roads fund.



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Motions

Motion 1:

Move that the Board of Directors approve contract award to Kamps Painting in the amount of \$26,473.20.

Motion 2:

Move that the Board of Directors approve the reallocation of \$7,518.43 from Capital Code 9923.42 to the Roads fund.

Board of Directors Approval

Motion 1:

Approved: _____ Not Approved: _____SVCA Board of Directors

Motion 2:

Approved: _____ Not Approved: _____SVCA Board of Directors



June 2, 2023

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

RE: Capital Code 9923.42 – 2023 Pavement Markings
Contract Award Recommendation

At the May 11, 2023 Board Meeting the 2023 Pavement Markings project was approved under Capital Code 9923.42. The project was put out to bid to 3 contractors, and SVCA received 2 quotes. The low bidder was Kamps Painting Co., Inc. and PNW is recommending the Board award the project to Kamps.

Attached for your reference are the bid tabulations and bid documents.

Companies invited to quote:

- Kamps Painting Co., Inc.
- Specialized Pavement Marking
- Stripe Rite – No Bid

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

Sincerely,

Tyler Andrews
President

June 1, 2023 - Bid Tabulation

Project: 2023 Pavement Markings

Item #	Description	Quantity	Unit	Kamps Painting		SPMNW	
				Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 300.00	\$ 300.00	\$ 3,500.00	\$ 3,500.00
2	Centerline Painting	60192	LF	\$ 0.40	\$ 24,076.80	\$ 0.36	\$ 21,669.12
	Subtotal				\$ 24,376.80		\$ 25,169.12
	WSST @ 8.6%				\$ 2,096.40		\$ 2,164.54
	Total w/ WSST				\$ 26,473.20		\$ 27,333.66



May 24, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Pavement Markings

Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Kamps Painting Co., Inc.

Bid Schedule – 2023 Pavement Markings					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$300.00	\$300.00
2.	Centerline Painting	60,192	LF	\$ 0.40	\$24076.80
	Subtotal				\$24376.80
	WSST @ 8.6%				\$2096.41
	Total w/ WSST				\$26473.21

By: *Tiffany Kayser*
Signature of Authorized Person

Date: 5/24/2023

Print Name & Title: Tiffany Kayser - Office Manager



May 24, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Pavement Markings

Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Specialized Pavement Marking

Bid Schedule – 2023 Pavement Markings					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 3500.00	\$ 3500.00
2.	Centerline Painting	60,192	LF	\$.36	\$ 21669.12
	Subtotal				\$ 25169.12
	WSST @ 8.6%				\$ 2164.55
	Total w/ WSST				\$ 27333.67

By:  _____ Date: 6/1/23

Signature of Authorized Person

Print Name & Title: Tyler Pierce Div Manager



May 24, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – 2023 Pavement Markings

SVCA is requesting quotes for the 2023 Pavement Markings Project. This project is focused on centerline painting of SVCA's main roads. Bid proposals are due by 3:00pm on Thursday, 6-1-23.

Summary of Work:

1. The project will go in front of SVCA's Board on Thursday, 6-8-23, for contract award. NTP is anticipated 6-19-23, or sooner, upon contract execution.
2. All work is assumed to be completed under 1 mobilization.
3. Contractor will be allowed 10 working days to complete the project.
 - a. Final completion is Friday, 9-15-23. Liquidated damages shall be assessed at \$500.00 per day for any days incurred after 9-15-23.
 - b. Contractor shall provide a schedule to SVCA 2 weeks prior to starting.
4. SVCA work hours are 8:00am – 7:00pm Monday thru Friday, and 8:00am – 6:00pm Saturday.
5. SVCA will allow contractor staging in the overflow parking lot located across from Gate 5 along Lake Louis Road.
6. Friday's are garbage/recycling day in Sudden Valley. Contractor shall not interfere with this pickup. No painting will be allowed on Fridays.
7. Traffic control per MUTCD and WSDOT standards.
8. Installation shall follow WSDOT specifications and standards.
9. Force account work to receive 15% markup.
10. This is a private project, and prevailing wages are not applicable.
11. Contractor shall warranty work for 1 year from final completion.

Scope of Work Clarifications:

Bid Item 2 – Centerline Painting

- Installation of single yellow centerline on main roads.
 - o Paint application to be 2 coats with glass beads.
 - o Paint line shall be continuous.
- SVCA will sweep the centerline of the main roads ahead of contractor mobilizing.
- Contractor is responsible for layout. Contractor should note numerous locations along the roads have no centerline marking left, and contractor is responsible for re-establishing centerline.
- Total distance is approximately 11.4 miles which equals 60,192 lineal feet. Main roads per the attached road map include:



Gate	Road	Approximate Length - Miles
Gate 1	Winward	1.2
	Marina – Winward Loop	.2
Gate 2	Marigold + Marigold Loop	1
	Lake Louis Drive	.5
Gates 3, 9, 13	Sudden Valley Drive	3.3
Gates 3, 13	Harborview	1.4
Gate 5	Louis View (Lake Louis Road to Star View)	1.3
	Tumbling Water	.4
Gate 9	Morning Glory	.3
Gates 9, 13	Polo Park	1.6
Gate 13	Western	.2

Attachments:

1. Bid Form – 1 Page
2. SVCA Road Map – 1 Page
3. SVCA Standard Contract – 12 Pages

Questions shall be directed to Tyler Andrews at tylera@pnwcivil.com or 360-739-2072. Contractors are encouraged to independently visit the site; no formal pre-bid is scheduled. Bids are due by 3:00 pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.



May 24, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Pavement Markings

Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

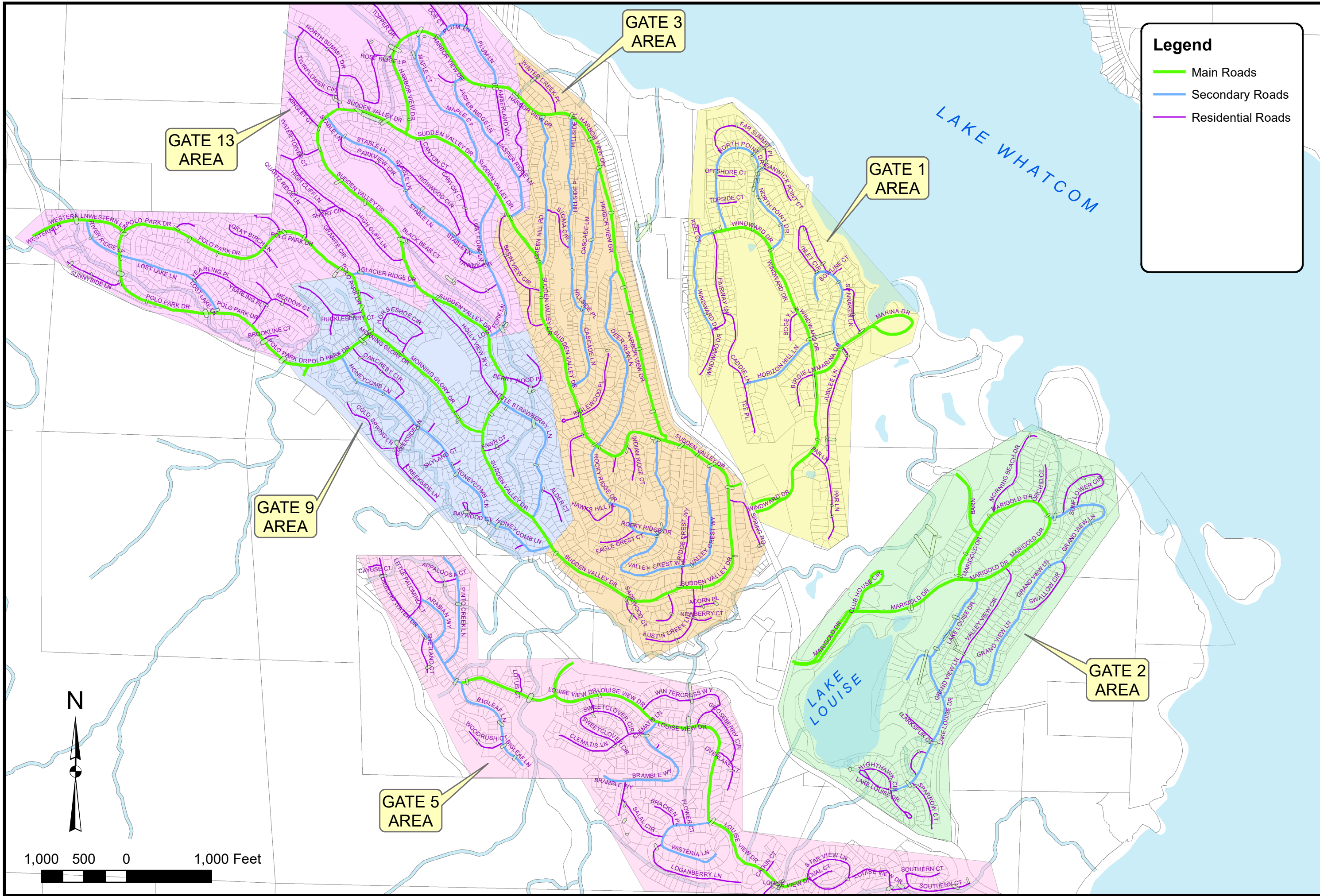
Firm Name: _____

Bid Schedule – 2023 Pavement Markings					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$	\$
2.	Centerline Painting	60,192	LF	\$	\$
	Subtotal				\$
	WSST @ 8.6%				\$
	Total w/ WSST				\$

By: _____
Signature of Authorized Person

Date: _____

Print Name & Title: _____



Legend

- Main Roads
- Secondary Roads
- Residential Roads

SUDDEN VALLEY COMMUNITY ASSOCIATION BELLINGHAM WASHINGTON	DATE FEB. 2019	SCALE AS SHOWN	PROJECT 2019-020
	SHEET 1 OF 4		FIGURE 1 ROAD CLASSIFICATION
CIVIL STRUCTURAL SURVEY	 WILSON ENGINEERING		

CONSTRUCTION CONTRACT

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

OWNER

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

CONTRACTOR

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

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

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

Project Name: _____

Project Location: _____

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

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

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

Description of Document	Date

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

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

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

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

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

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

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

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

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

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

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

OWNER:

CONTRACTOR:

SUDDEN VALLEY COMMUNITY
ASSOCIATION

Date: _____

By: _____

Its: _____

Date: _____

STANDARD CONTRACT GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's Initials _____

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

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

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

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

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

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

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

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

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

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

AA. Arbitration / Litigation. At Owner's sole option, all claims, disputes, and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or by an arbitrator mutually agreed upon by the parties. In the event of arbitration, Contractor and Owner agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If the Owner does not select Arbitration as the means of dispute resolution, all claims, disputes and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs and expert fees.

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

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

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

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

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

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

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



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: June 8th, 2023
Subject: Capital Code 9923.43 – 2023 Street Asphalt Repairs – Contract Award

Purpose

To request contract approval for the 2023 Street Asphalt Repairs.

Background

On May 11th, 2023 SVCA's Board approved the 2023 Street Asphalt Repairs project to move forward, and this was assigned Capital Code 9923.43.

Analysis

Per PNW's attached summary dated June 2nd, 2023, the project was put out to bid to 6 contractors, and SVCA received quotes from 4. It is recommended that SVCA proceed with contract award to WRS.

Per PNW's bid documents Schedule A and Additive Alternate relate to the 2023 Street Asphalt Repairs project approved May 11th, 2023. WRS's quote for these 2 items totals \$207,300.31. Schedule B in the amount of \$21,962.72 relates to SVCA Capital Code 9921.03 – Southern Court Stabilization & Asphalt Repairs.

The May 11th, 2023 Board approval included total project funds in the amount of \$397,155.10. Of this \$36,610.00 was allocated to design, permitting, and construction oversight leaving a construction budget allocation of \$360,545.10. The difference between the construction budget and WRS's proposal (\$360,545.10 - \$207,300.31) is \$153,244.79.

It is recommended that a 25% asphalt repairs area contingency be left in the 2023 Street Asphalt Repairs project. This would total (\$207,300.31 x 25%) \$51,825.08. This allocation is to cover changes in the asphalt where damage limits have increased since originally identified, and any other minor areas not originally identified. The balance of funds \$101,419.71 will be returned to the Roads fund. The funds returned to Roads will have a separate capital project brought forward to continue additional road and drainage improvements in 2023.

Proposals

Proposal 1:

Authorize contract award to WRS in the amount of \$207,300.31. Contract award will utilize SVCA's standard construction contract as attached in the bid documents included in PNW's summary.



Sudden Valley Community Association

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4 Clubhouse Circle Bellingham, WA 98229

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Proposal 2:

Authorize an additional funds allowance to the WRS contract up to \$51,825.08 to cover minor field changes and additions.

Proposal 3:

Authorize contract award to WRS in the amount of \$21,962.72 under existing SVCA Capital Code 9921.03.

Proposal 4:

Return \$101,419.71 to the Roads fund from Capital Code 9923.43.

Requests

Request 1:

Request approval for issuing contract to WRS in the amount of \$207,300.31.

Request 2:

Request an additional funds allowance to the WRS contract in the amount of \$51,825.08.

Request 3:

Request approval for issuing contract to WRS in the amount of \$21,962.72 under existing Capital Code 9921.03.

Request 4:

Request \$101,419.71 be returned to the Roads fund.

Motions

Motion 1:

Move that the Board of Directors approve contract award to WRS in the amount of \$207,300.31.

Motion 2:

Move that the Board of Directors approve an additional funds allowance to the WRS contract in the amount of \$51,825.08.

Motion 3:

Move that the Board of Directors approve contract award to WRS in the amount of \$21,962.72 under existing Capital Code 9921.03.



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4 Clubhouse Circle Bellingham, WA 98229

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Motion 4:

Move that the Board of Directors approve the reallocation of \$101,419.71 from Capital Code 9923.42 to the Roads fund.

Board of Directors Approval

Motion 1:

Approved: _____ Not Approved: _____SVCA Board of Directors

Motion 2:

Approved: _____ Not Approved: _____SVCA Board of Directors

Motion 3:

Approved: _____ Not Approved: _____SVCA Board of Directors

Motion 4:

Approved: _____ Not Approved: _____SVCA Board of Directors



June 2, 2023

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

RE: Capital Code 9923.43 – 2023 Street Asphalt Repairs
Contract Award Recommendation

At the May 11, 2023 Board Meeting the 2023 Street Asphalt Repairs project was approved under Capital Code 9923.43. The project was put out to bid to 6 contractors, and SVCA received 4 quotes. The low bidder was WRS and PNW is recommending the Board award the project to WRS.

Attached for your reference are the bid tabulations and bid documents.

Companies invited to quote:

- WRS
- Tiger Construction
- Asphalt Northwest
- Granite Construction
- Lakeside Industries – No Bid
- Huizenga Enterprises – No Bid

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

Sincerely,

Tyler Andrews
President

June 1, 2023 - Bid Tabulation

Project: 2023 Road Repairs

Item #	Description	Quantity	Unit	WRS		Tiger Construction		Asphalt Northwest, LLC		Granite Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Schedule A - Base Bid											
1	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 17,500.00	\$ 17,500.00	\$ 10,000.00	\$ 10,000.00	\$ 70,000.00	\$ 70,000.00
2	Repair Locations	32	EA	\$ 300.00	\$ 9,600.00	\$ 500.00	\$ 16,000.00	\$ 500.00	\$ 16,000.00	\$ 3,100.00	\$ 99,200.00
3	Grind / Patch	17234	SF	\$ 4.34	\$ 74,795.56	\$ 4.00	\$ 68,936.00	\$ 6.50	\$112,021.00	\$ 17.00	\$292,978.00
4	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Schedule A Subtotal				\$ 93,395.56		\$107,436.00		\$143,021.00		\$467,178.00	
WSST @ 8.6%				\$ 8,032.02		\$ 9,239.50		\$ 12,299.81		\$ 40,177.31	
Schedule A Total w/ WSST				\$101,427.58		\$116,675.50		\$155,320.81		\$507,355.31	
Schedule B - Southern Court											
1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 9,500.00	\$ 9,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
2	Sawcutting	30	LF	\$ 3.00	\$ 90.00	\$ 25.00	\$ 750.00	\$ 40.00	\$ 1,200.00	\$ 20.00	\$ 600.00
3	Asphalt Repair	1490	SF	\$ 9.15	\$ 13,633.50	\$ 7.00	\$ 10,430.00	\$ 8.00	\$ 11,920.00	\$ 19.50	\$ 29,055.00
4	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Schedule B Subtotal				\$ 20,223.50		\$ 25,680.00		\$ 21,120.00		\$ 38,155.00	
WSST @ 8.6%				\$ 1,739.22		\$ 2,208.48		\$ 1,816.32		\$ 3,281.33	
Schedule B Total w/ WSST				\$ 21,962.72		\$ 27,888.48		\$ 22,936.32		\$ 41,436.33	
Additive Alternate											
1	Repair Locations	10	EA	\$ 300.00	\$ 3,000.00	\$ 1,000.00	\$ 10,000.00	\$ 450.00	\$ 4,500.00	\$ 3,100.00	\$ 31,000.00
2	Grind / Patch	20055	SF	\$ 4.34	\$ 87,038.70	\$ 4.00	\$ 80,220.00	\$ 5.80	\$116,319.00	\$ 13.00	\$260,715.00
3	Allowance - Pothole Repairs	1490	SF	\$ 5.00	\$ 7,450.00	\$ 8.00	\$ 11,920.00	\$ 5.00	\$ 7,450.00	\$ 19.50	\$ 29,055.00
Schedule B Subtotal				\$ 97,488.70		\$102,140.00		\$128,269.00		\$320,770.00	
WSST @ 8.6%				\$ 8,384.03		\$ 8,784.04		\$ 11,031.13		\$ 27,586.22	
Schedule B Total w/ WSST				\$105,872.73		\$110,924.04		\$139,300.13		\$348,356.22	
Total Schedule A and B				\$123,390.30		\$144,563.98		\$178,257.13		\$548,791.64	
Total Schedule A, B, and Alternate				\$229,263.03		\$255,488.02		\$317,557.26		\$897,147.86	



May 19, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Road Repairs


Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Western Refinery Services, Inc.

Bid Schedule – 2023 Road Repairs					
Item #	Description	Quantity	Unit	Unit Price	Total
Schedule A – Base Bid					
1.	Mobilization	1	LS	\$ 4,000.00	\$ 4,000.00
2.	Repair Locations	32	EA	\$ 300.00	\$ 9,600.00
3.	Grind / Patch	17,234	SF	\$ 4.34	\$74,795.56
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule A Subtotal					\$ 93,395.56
WSST @ 8.6%					\$ 8,032.02
Schedule A Total w/ WSST					\$ 101,427.58

Schedule B – Southern Court					
1.	Mobilization	1	LS	\$ 1,500.00	\$1,500.00
2.	Sawcutting	30	LF	\$ 3.00	\$ 90.00
3.	Asphalt Repair	1,490	SF	\$ 9.15	\$13,633.50
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule B Subtotal					\$20,223.50
WSST @ 8.6%					\$1,739.22
Schedule B Total w/ WSST					\$21,962.72

Additive Alternate					
1.	Repair Locations	10	EA	\$ 300.00	\$ 3,000.00
2.	Grind / Patch	20,055	SF	\$ 4.34	\$ 87,038.70
3.	Allowance – Pothole Repairs	1,490	SF	\$ 5.00	\$ 7,450.00
Alternate Subtotal					\$ 97,488.70
WSST @ 8.6%					\$ 8,384.03
Alternate Total w/ WSST					\$ 105,872.73

By: 
Signature of Authorized Person

Date: 6/1/2023

Print Name & Title: William VanZanten, Chief Operations Officer



May 19, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Road Repairs

Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

Firm Name: TIGER CONSTRUCTION, LTD

Bid Schedule – 2023 Road Repairs					
Item #	Description	Quantity	Unit	Unit Price	Total
Schedule A – Base Bid					
1.	Mobilization	1	LS	\$ 17,500 ⁰⁰	\$ 17,500 ⁰⁰
2.	Repair Locations	32	EA	\$ 500 ⁰⁰	\$ 16,000 ⁰⁰
3.	Grind / Patch	17,234	SF	\$ 4 ⁰⁰	\$ 68,936 ⁰⁰
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule A Subtotal					\$ 107,436 ⁰⁰
WSST @ 8.6%					\$ 9,239 ⁵⁰
Schedule A Total w/ WSST					\$ 116,675 ⁵⁰

Schedule B – Southern Court					
1.	Mobilization	1	LS	\$ 9,500 ⁰⁰	\$ 9,500 ⁰⁰
2.	Sawcutting	30	LF	\$ 25 ⁰⁰	\$ 750 ⁰⁰
3.	Asphalt Repair	1,490	SF	\$ 7 ⁰⁰	\$ 10,430 ⁰⁰
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule B Subtotal					\$ 25,680 ⁰⁰
WSST @ 8.6%					\$ 2,208 ⁴⁸
Schedule B Total w/ WSST					\$ 27,888 ⁴⁸

Additive Alternate					
1.	Repair Locations	10	EA	\$ 1,000 ⁰⁰	\$ 10,000 ⁰⁰
2.	Grind / Patch	20,055	SF	\$ 4 ⁰⁰	\$ 80,220 ⁰⁰
3.	Allowance – Pothole Repairs	1,490	SF	\$ 8 ⁰⁰	\$ 11,920 ⁰⁰
Alternate Subtotal					\$ 102,140 ⁰⁰
WSST @ 8.6%					\$ 8,784 ⁰⁴
Alternate Total w/ WSST					\$ 110,924 ⁰⁴

By: [Signature]
 Signature of Authorized Person

Date: 6/1/2023

Print Name & Title: DEREK LOPRESTI
CIVIL ESTIMATING MANAGER



May 19, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Road Repairs

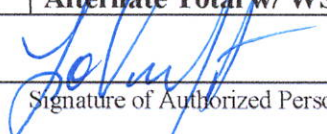
Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Asphalt Northwest, LLC

Bid Schedule – 2023 Road Repairs					
Item #	Description	Quantity	Unit	Unit Price	Total
Schedule A – Base Bid					
1.	Mobilization	1	LS	\$10,000.00	\$10,000.00
2.	Repair Locations	32	EA	\$500.00	\$16,000.00
3.	Grind / Patch	17,234	SF	\$6.50	\$112,021.00
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule A Subtotal					\$143,021.00
WSST @ 8.6%					\$12,299.81
Schedule A Total w/ WSST					\$155,320.81

Schedule B – Southern Court					
1.	Mobilization	1	LS	\$3,000.00	\$3,000.00
2.	Sawcutting	30	LF	\$40.00	\$1,200.00
3.	Asphalt Repair	1,490	SF	\$8.00	\$11,920.00
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule B Subtotal					\$21,120.00
WSST @ 8.6%					\$1,816.32
Schedule B Total w/ WSST					\$22,936.32

Additive Alternate					
1.	Repair Locations	10	EA	\$450.00	\$4,500.00
2.	Grind / Patch	20,055	SF	\$5.80	\$116,319.00
3.	Allowance – Pothole Repairs	1,490	SF	\$5.00	\$7,450.00
Alternate Subtotal					\$128,269.00
WSST @ 8.6%					\$11,031.13
Alternate Total w/ WSST					\$139,300.13

By: 
Signature of Authorized Person

Date: 06/01/2023

Print Name & Title: Loren Vander Yacht / Owner



May 19, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Road Repairs


Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Granite Construction Company

Bid Schedule – 2023 Road Repairs					
Item #	Description	Quantity	Unit	Unit Price	Total
Schedule A – Base Bid					
1.	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00
2.	Repair Locations	32	EA	\$ 3,100.00	\$ 99,200.00
3.	Grind / Patch	17,234	SF	\$ 17.00	\$292,978.00
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule A Subtotal					\$467,178.00
WSST @ 8.6%					\$ 40,177.31
Schedule A Total w/ WSST					\$507,355.31

Schedule B – Southern Court					
1.	Mobilization	1	LS	\$ 3,500.00	\$ 3,500.00
2.	Sawcutting	30	LF	\$ 20.00	\$ 600.00
3.	Asphalt Repair	1,490	SF	\$ 19.50	\$ 29,055.00
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule B Subtotal					\$ 38,155.00
WSST @ 8.6%					\$ 3,281.33
Schedule B Total w/ WSST					\$ 41,436.33

Additive Alternate					
1.	Repair Locations	10	EA	\$ 3,100.00	\$ 3,100.00
2.	Grind / Patch	20,055	SF	\$ 13.00	\$260,715.00
3.	Allowance – Pothole Repairs	1,490	SF	\$ 19.50	\$ 29,055.00
Alternate Subtotal					\$320,770.00
WSST @ 8.6%					\$ 27,586.22
Alternate Total w/ WSST					\$348,356.22

By: 
 Signature of Authorized Person

Date: 06/01/2023

Print Name & Title: Jim Prouty, Senior Estimator



ATTACHMENT A GRANITE CONSTRUCTION COMPANY PROPOSAL AND CONSTRUCTION SUBCONTRACT

Contractor: **SVCA**
Project: **2023 Asphalt Repairs**
Sudden Valley, WA

Proposal Date: **06/01/2023**
Estimate No.: **23-0603**
Estimator: **Phillip Navert**
425.359.69392
Bid Date: **06/01/2023**
Addendum: **0**

Scope of Work and Project Location: Asphalt Paving
Plans and Specifications: Per email from Tyler Andrews, 5/19/2023

Item	Description	Quantity	Unit	Unit Price	Ext Price
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See attached signed bid form.

CLARIFICATIONS:

- Pricing is confidential.
- Working Days: 20 days
- Use tax on permanent materials is excluded.
- Washington State retail sales tax is not included. Applicable sales tax will be added to the invoiced amount unless a current resale certificate is on file with Granite Construction Company.
- Quote is valid for 30 days.
- Bid is contingent upon mutually agreeable contract, contract terms and conditions.
- Performance of the work is based on crew availability and a mutually agreeable schedule.
- Granite is not responsible for ponding if grades are less than 1.5%.

STANDARD EXCLUSIONS: Material Transfer Device, night/holiday/weekend work, testing, permits, survey, ~~asphalt milling and grinding, sawcutting, temporary pavement wedge, TESC, pervious testing, overtime costs, permanent and/or temporary striping/pavement marking, wheel stops, cleaning/sweeping prior to overlay, prime coat, utility adjusting or patching, extruded curbing, removals, soil sterilization/herbicide, temporary asphalt patching, dewatering, utility locate, installation/purchase of fabric reinforcement, road restoration, placing or grading aggregate, topsoil backfill, crack filler, preparation work for frontage improvements, stamped asphalt concrete, concrete protection, preparation for connection to existing pavements, steel plates/other measures to protect subgrade, surface treatments over asphalt, any items not specifically included.~~

COVID-19: Notwithstanding any provision to the contrary, if as a direct or indirect result of any virus, disease, contagion, including, but not limited to, COVID-19 (individually or collectively, "Epidemic"), Subcontractor's Work is delayed, disrupted, suspended, or otherwise impacted, including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Subcontractor's workforce or that of its subcontractors and/or unavailability of labor; (3) government quarantines, shelter in place orders, closures, vaccination and/or testing requirements, or other mandates, restrictions, and/or directives; (4) Owner or Contractor mandates (including, but not limited to, those related to vaccination or testing), restrictions and/or directives; and/or (5) fulfillment of Subcontractor's health and safety obligations associated with an Epidemic; then Subcontractor shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Subcontract, or other costs of performance of the Subcontract, Subcontractor shall be entitled to an equitable adjustment to the Subcontract price and/or applicable unit rates for such increases, provided Subcontractor presents documentation of such increases (including the original prices and/or estimates) and evidence of Subcontractor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

**ATTACHMENT A
GRANITE CONSTRUCTION COMPANY
PROPOSAL AND CONSTRUCTION SUBCONTRACT**

Date of Proposal: **Proposal Date per Attachment A**

Proposal Valid Until: **30 Days from Date of Proposal**

This Proposal and Construction Subcontract, including General Conditions and attachments hereto, if any identified in Section 6 below (herein "Subcontract") is entered into as of the Date of Proposal by and between **GRANITE CONSTRUCTION COMPANY**, a California corporation, (herein "Subcontractor") and **SELECT GENERAL** herein called the "Contractor." Contractor and Subcontractor agree as follows:

1. **Description and Location of Work.** Subcontractor agrees to perform the following work (herein, "Work"): **Scope of Work and Project Location per Attachment A**
2. **Plans and Specifications.** The Work described above shall be performed in accordance with the following plans and specifications, to the extent applicable to Subcontractor's scope of work: **Plans and Specifications per Attachment A** Such plans and specifications are, by this reference, incorporated herein and made a part of this Subcontract, but are not attached.
3. **Payment.** Contractor shall pay to Subcontractor, as full compensation for performance by Subcontractor of the Work (herein, "Subcontract Amount") the following amount: **Payment per Attachment A**
 - A. Payments shall be made in accordance with the provisions of Section 2 on the reverse side hereof. Progress payments shall be 100% of the estimate and the sum of 1-1/2% per month shall be added to any balance unpaid when due.
 - B. The Subcontract amount shall include all applicable Sales, Franchise, Excise and other taxes which may now or hereafter be levied.
 - C. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Contractor and Subcontractor, upon completion of all Work hereunder.
 - D. Subcontractor shall have the right to terminate this Subcontract if Contractor is unable to demonstrate to the satisfaction of Subcontractor prior to commencement of Work (or at anytime during the course of the Work in response to the written request of Subcontractor) Contractor's ability to make payments for the Work to be performed hereunder in the manner and at the times set forth herein.
4. **Time.** Subcontractor shall commence and continue thereafter to diligently perform the Work in accordance with a mutually agreed upon schedule. The mutually agreed upon schedule shall provide for **Working Days per Attachment A** working days in which to perform the Work. A working day is defined as any day except Saturdays, Sundays and legal holidays and except days on which the Subcontractor is prevented from proceeding with at least ninety percent (90%) of the normal labor and/or equipment force required to perform the Work due to events or circumstances, beyond the control of Subcontractor including, but not limited to, those events or circumstances identified in Sections 7 and 8 on the reverse side hereof.
5. **Special Conditions.** **Special Conditions per Attachment A**
6. **Attachments.** The following documents are attached hereto and incorporated herein and made a part of this Subcontract by this reference: **Attachment A - Proposal**

This Subcontract is Subject to the General Conditions Which are Either Attached or Appear on the Reverse Side Hereof.



ATTACHMENT A
GRANITE CONSTRUCTION COMPANY
PROPOSAL AND CONSTRUCTION SUBCONTRACT

Executed at: Everett, Washington as of the date first above written.

If Acceptable Please Sign Original and Return to:

SELECT GENERAL

GRANITE CONSTRUCTION COMPANY,
a California corporation

BY: _____

Contractor

State of Washington Contractor's License No. GRANICC916DL

Business Address

1525 E. Marine View Drive

(Address)

Residence Address

Everett, WA 98201-1927

Name of Construction Lender

BY: _____

Subcontractor

Address

Job No. _____



GRANITE CONSTRUCTION COMPANY PROPOSAL AND CONSTRUCTION SUBCONTRACT

GENERAL CONDITIONS

1. **WORKMANSHIP AND MATERIALS:** Subcontractor acknowledges that it is familiar with the nature and location of the Work. All Work shall be performed by Subcontractor in a workmanlike manner and in accordance with industry standards.
2. **PAYMENTS:** Subcontractor will invoice Contractor on a monthly basis for the percentage of work performed to date by Subcontractor. Contractor shall pay Subcontractor for each month's invoice within ten (10) days after Contractor receives payment from Owner, but in no event longer than forty-five (45) days from when Contractor submits its application for payment to Owner. Contractor may reduce each payment to Subcontractor by the same retention percentage as the Contractor's payment from Owner is reduced. The amounts so withheld and which are due Subcontractor shall be withheld by Contractor until final completion of all work to be performed by Subcontractor and shall be paid to Subcontractor within thirty-five (35) days after completion of Subcontractor's work. In the event Contractor shall fail to make payment at the times and in the amounts provided for herein, Subcontractor will have the right to stop work. In such event, all amounts due Subcontractor, including retention if any, shall immediately become payable and Subcontractor shall have the right to recover all damages sustained by it as a result of such breach of contract by Contractor. As it would be extremely difficult to fix and ascertain the actual damages the Subcontractor would sustain by nonpayment of moneys due to Subcontractor under the terms of this Subcontract at the times and in the manner specified herein, it is hereby agreed by the parties hereto that the Contractor shall pay to the Subcontractor in addition to all sums due hereunder the sum of the percentage per month set forth under Paragraph 3.A. on the face hereof as a fixed amount of any balance unpaid when due under this Subcontract. Nothing contained herein shall be deemed a consent by the Subcontractor extending the due date for payment under this Subcontract.
3. **CHANGES IN THE WORK:** Contractor may, from time to time, by instructions or drawings issued to Subcontractor, make changes to the scope of the Work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this Subcontract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original Subcontract. The price or a formula for establishing the price and any time impacts to the schedule for such work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter and shall be mutually agreed upon with Subcontractor. Absent the parties' agreement to price and/or time extension for a change in the Work, Contractor shall pay Subcontractor its actual direct costs in completing said extra work plus a mark-up of 15 percent thereon for overhead and profit.
4. **INDEMNITY:** Subcontractor shall indemnify and hold Contractor harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Subcontractor, its agents, employees, or subcontractors, in performing the Work. Contractor shall indemnify and hold Subcontractor harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Contractor, its agents, employees, or subcontractors, relating to the Work.
5. **RESPONSIBILITY FOR WORK:** Except to the extent insured by property insurance provided by Owner or Contractor, Subcontractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment until such time as Subcontractor has de-mobilized from the Work site. In no event, shall Subcontractor be liable for such loss or damage that results from the actions, omissions, fault or negligence, either active or passive, of the Owner, Contractor, their representatives, agents, employees, other subcontractors or anyone acting on Owner's or Contractor's behalf or others over whom Subcontractor has no authority or control.
6. **INSURANCE:** Subcontractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this Subcontract. A certificate of such insurance shall be provided to the Contractor if the Contractor so requests.
7. **DELAYS BEYOND CONTROL OF SUBCONTRACTOR:** In the event Subcontractor shall be delayed in the performance of the Work under this Subcontract by causes beyond the control of the Subcontractor and not caused by Subcontractor's negligence, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, fire, flood, epidemics, strikes, freight embargoes, inclement weather, over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by Owner, Contractor, their other contractors, subcontractors of any tier and the suppliers to any of the foregoing, Subcontractor shall have a time extension to the mutually agreed schedule for the time caused by said delay and shall be paid its additional costs incurred as a result of the delay, including labor and material cost or price escalations, and extended jobsite and home office overhead.
8. **DIFFERING SITE CONDITIONS:** (A) Subcontractor shall promptly, and before the conditions are disturbed, give a written notice to Contractor of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Subcontract, including but not limited to any subsurface utilities not accurately shown on plans or drawings, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Subcontract, or (3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in this Subcontract, which existence is deemed to be a differing site condition. (B) Contractor shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Subcontractor's cost of, or the time required for, performing any part of the Work under this Subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Subcontract price increased to reflect Subcontractor's increased costs plus a mark-up of 15 percent, and the mutually agreed schedule extended accordingly.
9. **LAWS AND REGULATIONS:** Subcontractor shall at all times comply with all applicable safety, licensing, employment and environmental laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government (herein "Law" or "Laws").
10. **ACCEPTANCE:** Upon receipt of written notice from Subcontractor requesting acceptance of the Work being performed hereunder, Contractor and Subcontractor shall promptly inspect the job jointly and, in the event the same has been completed in conformity herewith, provide Subcontractor with a Notice of Completion in recordable manner and form. In the event the Work performed is subject to further inspection and/or final acceptance by another person or entity, and such inspection and/or final acceptance cannot be obtained through no fault of Subcontractor, then in such event the Work shall be deemed completed and accepted. Subcontractor shall warrant its Work against defects in materials and workmanship for a period of one year from the date of completion of the Work.
11. **PERMITS:** Building permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other similar items required for the performance of Work hereunder shall not be the responsibility of Subcontractor.
12. **SUBSUBCONTRACTING:** Subcontractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Subcontract terms and conditions.
13. **LIENS AND CLAIMS:** Provided Subcontractor has been, and continues to be, timely paid all amounts due it, Subcontractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the Work done hereunder.
14. **DEFAULT:** In the event Subcontractor shall fail to timely perform any provision of this Subcontract and if such failure should continue for thirty (30) days after receipt of written notice from Contractor, then Contractor may terminate this Subcontract and cause the balance of the Work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the Subcontract price, Subcontractor shall promptly pay such difference to Contractor; otherwise, the unpaid contract balance shall be paid to Subcontractor. The Contractor and Subcontractor each waive the right to recover from the other any indirect, incidental, special or consequential damages regardless of how such damages are caused.
15. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the Work done hereunder, the prevailing party shall be entitled to cost and reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.
16. **NOTICES:** Any notice required or permitted hereunder shall be served personally on Subcontractor's construction manager or on the representative of Contractor at the job site, or may be served by certified mail directed to the address of the party shown on the face of the Subcontract. Notices shall be in writing and effective upon receipt by the intended recipient.
17. **ASSIGNMENT:** Except as provided in Section 12 above, neither party shall assign all or any portion of this Subcontract without first obtaining the signed written consent of the other party. Subject to the foregoing, this Subcontract shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.
18. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
19. **SEVERABILITY:** To the best knowledge and belief of the Parties, this Subcontract now contains no provision that is contrary to any Laws. In the event that any provision of this Subcontract shall at any time contravene in whole or in part any applicable Law, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.
20. **JURISDICTION AND VENUE:** It is understood and agreed that each and every provision of this Contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state of Washington. Venue for all matters arising under this Contract shall be in Everett, Washington.
21. **ENTIRE AGREEMENT:** This Subcontract constitutes the entire agreement between Subcontractor and Contractor and contains everything agreed upon by the parties. This Subcontract supersedes all earlier proposals, discussions, correspondence and oral agreements, if any, between Subcontractor and Contractor.



May 19, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – 2023 Road Repairs

SVCA is requesting quotes for the 2023 Road Repair Project. This project is primarily focused on asphalt delamination repairs throughout the Sudden Valley Community. Bid proposals are due by 3:00pm on Thursday, 6-1-23.

Summary of Work:

1. The project will go in front of the SVCA Board on Thursday, 6-8-23, for contract award. NTP is anticipated 6-19-23, or sooner, 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.
3. Contractor will be allowed 20 working days to complete Schedule A and B.
 - a. Substantial completion is Friday, 9-15-23. Liquidated damages shall be assessed at \$500.00 per day for any days incurred after 9-15-23. Additional days will be added for inclement weather.
 - b. Final completion is Friday, 9-29-23.
 - c. SVCA will work with the contractor to add additional days for any Additive Alternate areas added.
 - d. Contractor shall provide a schedule to SVCA within 1 week of contract execution.
4. SVCA work hours are 8:00am – 7:00pm Monday thru Friday, and 8:00am – 6:00pm Saturday.
5. 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.
6. Friday's are garbage/recycling day in Sudden Valley. Contractor shall not interfere with this pickup. If Contractor plans to have the road obstructed on Friday's other arrangements shall be coordinated by the Contractor for garbage/recycling collection. Asphalt paving will not be allowed on Friday's.
7. Layout – All areas for repair will have the limits painted in white prior to contractor mobilizing.
8. All asphalt shall have sealed edges.
9. Traffic control per MUTCD and WSDOT standards.
 - a. Schedule A & Additive Alternate
 - a. Contractor shall maintain 1 lane traffic on Main Roads as designated on SVCA's road map attached.
 - b. Contractor may do isolated road closures when not a designated Main Road. When this occurs, the contractor shall have a spotter on each side of the work zone to direct traffic. Road closed ahead signs shall also be placed at the



nearest intersection on both sides of the work zone. Road closures will be allowed between 8:00am and 6:00pm.

b. Schedule B

- a. Southern Court will be closed during work hours. Contractor shall provide SVCA 7 days notice prior to starting work.
- b. A spotter shall be at both ends of Southern Court to direct traffic around. A Type 3 Road Closed barricade shall also be placed at each end.

10. Installation shall follow WSDOT specifications and standards.

11. Force account work to receive 15% markup.

12. Owner will hire a testing agency.

13. Contractor shall provide Performance and Payment Bonds. Bid bonds are not required.

14. This is a private project, and prevailing wages are not applicable.

15. Contractor shall warranty work for 1 year from final completion.

Scope of Work Clarifications:

- Schedule A

- Item 2 – Repair Locations – This item is intended to cover all mobilization costs for moving between sites within SVCA. Item 1 covers all other mobilization expenses.
- Item 3 – Grind / Patch – Reference drawing C2 for summary of Base Bid repair locations and sizes. Contractor shall grind and patch at a 2” depth per detail on drawing C8.

- Schedule B – Southern Court

- Item 2 – Sawcutting – Asphalt sawcutting at an assumed 4” depth. Contractor will cut full width of road – approximately 15’ width at both ends of asphalt repair.
- Item 3 – Asphalt Repair – Approximately 150’ from the intersection with Lake Whatcom Blvd. contractor shall remove existing asphalt for full width of road for approximately 100’. Contractor shall excavate, place 4” of CSTC, and 3” of asphalt. This repair location is at the bottom of the hill, not on it.

- Additive Alternate

- SVCA will add as many locations as budget allows. Additional locations will be identified prior to contractor mobilizing.
- Item 1 – Repair Locations – This item is intended to cover all mobilization costs for moving between sites within SVCA. Schedule A, Item 1 covers all other mobilization expenses.
- Item 2 – Grind / Patch – Reference drawing C2 for summary of Additive Alternate repair locations and sizes. Contractor shall grind and patch at a 2” depth per detail on drawing C8.
- Item 3 – Allowance – Pothole Repairs – This item is an allowance if SVCA prefers any Grind / Patch identified locations to be rebuilt instead. Any location will be identified prior to contractor mobilizing. Historically between the time the



project is designed till built a couple identified repair areas deteriorate. This item assumes removal of asphalt, excavate, place 4" of CSTC, and 3" of asphalt.

Attachments:

1. Bid Form – 1 Page
2. SVCA Road Map – 1 Page
3. Drawings – Impact Design – 8 Pages
4. Roadway Repair Summary Spreadsheet – 2 Pages (duplicate of Drawing C2)
5. SVCA Standard Contract – 12 Pages

Questions shall be directed to Tyler Andrews at tylera@pnwcivil.com or 360-739-2072. Contractors are encouraged to independently visit the site; no formal pre-bid is scheduled. Bids are due by 3:00 pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.



May 19, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2023 Road Repairs

Bid submissions are due by 3:00pm on Thursday, 6-1-23. Email bid submissions to tylera@pnwcivil.com.

Firm Name: _____

Bid Schedule – 2023 Road Repairs					
Item #	Description	Quantity	Unit	Unit Price	Total
Schedule A – Base Bid					
1.	Mobilization	1	LS	\$	\$
2.	Repair Locations	32	EA	\$	\$
3.	Grind / Patch	17,234	SF	\$	\$
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule A Subtotal					\$
WSST @ 8.6%					\$
Schedule A Total w/ WSST					\$

Schedule B – Southern Court					
1.	Mobilization	1	LS	\$	\$
2.	Sawcutting	30	LF	\$	\$
3.	Asphalt Repair	1,490	SF	\$	\$
4.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
Schedule B Subtotal					\$
WSST @ 8.6%					\$
Schedule B Total w/ WSST					\$

Additive Alternate					
1.	Repair Locations	10	EA	\$	\$
2.	Grind / Patch	20,055	SF	\$	\$
3.	Allowance – Pothole Repairs	1,490	SF	\$	\$
Alternate Subtotal					\$
WSST @ 8.6%					\$
Alternate Total w/ WSST					\$

By: _____
 Signature of Authorized Person

Date: _____

Print Name & Title: _____

SUDDEN VALLEY MAINTENANCE NOA'S



CONTACT INFORMATION:

CLIENT
 PNW SERVICES, INC.
 PO BOX 30498
 BELLINGHAM, WA 98228
 425-954-9614

ENGINEER
 SCOTT GOODALL, P.E.
 IMPACT DESIGN, LLC
 5426 BARRETT ROAD
 SUITE A103
 FERDALE, WA 98248
 (360) 389-8138
 SCOTT@BOLD-IMPACT.COM

SHEET INDEX:

- C1 COVER SHEET & EXISTING CONDITIONS
- C2 NOA DESCRIPTIONS
- C3 SHEET OVERVIEW
- C4 NW CORNER
- C5 SW CORNER
- C6 NE CORNER
- C7 SE CORNER
- C8 DETAILS

REVIEW APPROVAL

REVIEW IS FOR GENERAL COMPLIANCE AND
 CONSISTENCY WITH APPLICABLE WHATCOM COUNTY
 CODES, REGULATIONS, AND/OR STANDARDS



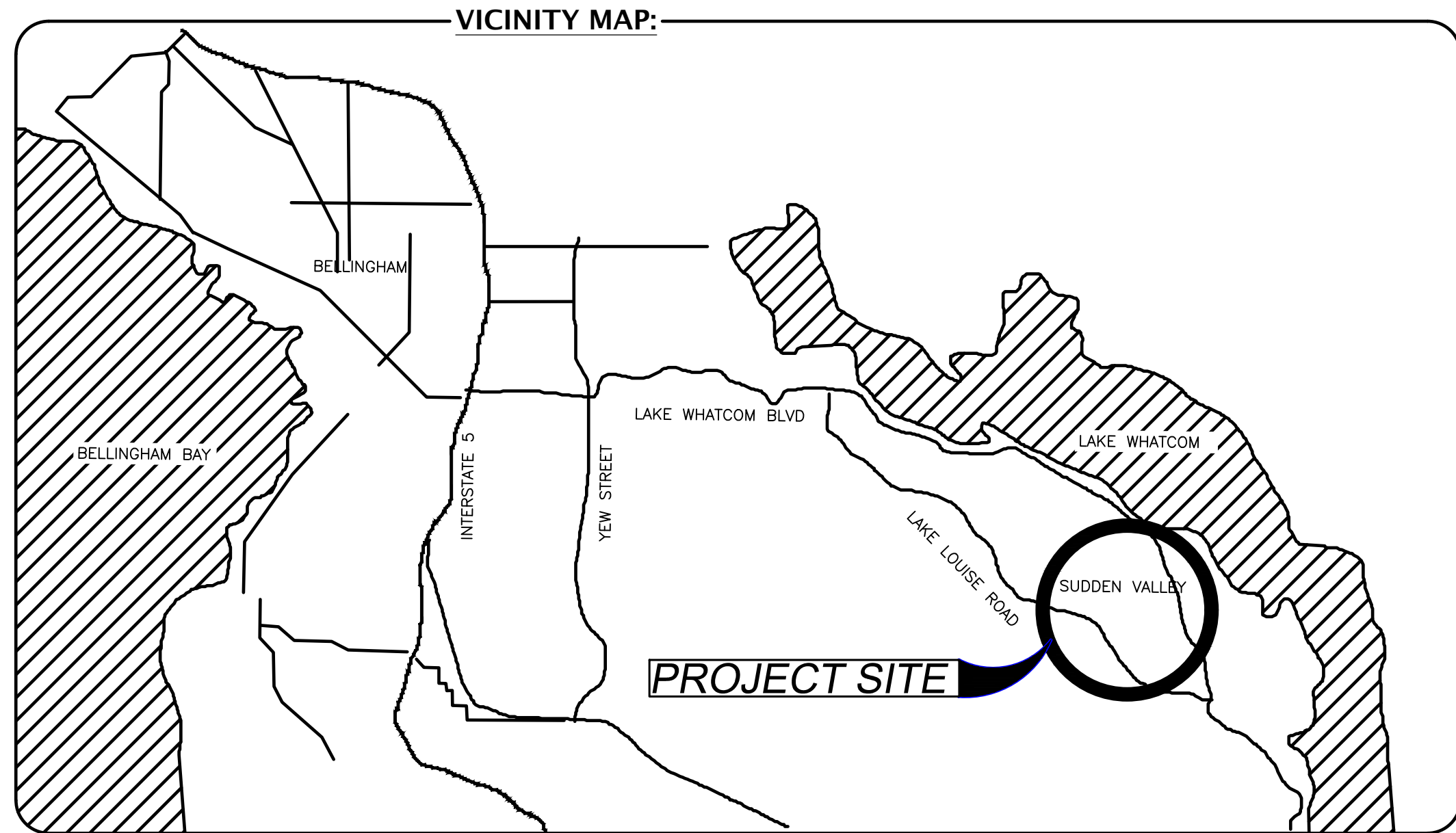
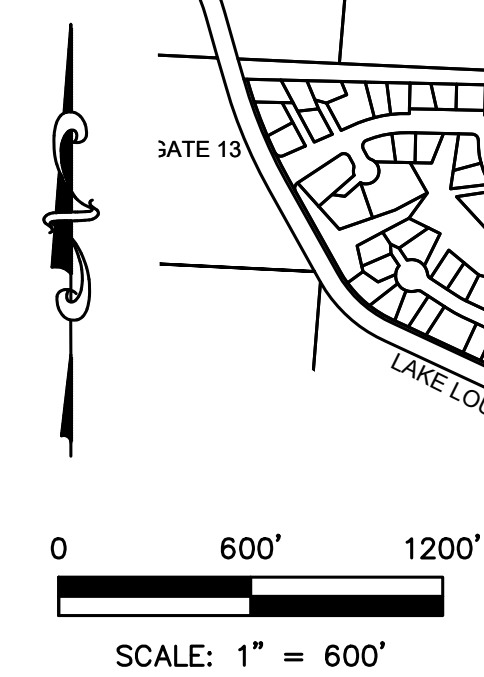
NO RESPONSIBILITY IS ASSUMED
 FOR CORRECTNESS OF DATA,
 DIMENSIONS, OR DETAILS

DEPARTMENT OF PUBLIC WORKS—ENGINEERING SERVICES

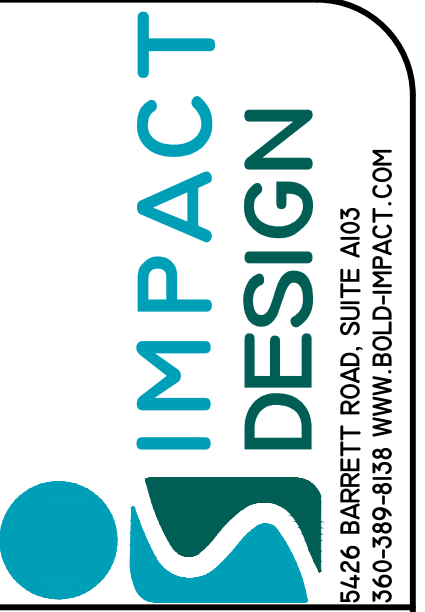
BY _____ DATE _____

LEGEND

- FOUND REBAR & CAP
- SET NAIL & SHINER
- SET HUB & TACK
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEAN-OUT
- EXISTING STORM DRAINAGE CATCH BASIN
- ⊕ EXISTING FIRE HYDRANT
- ⊗ EXISTING WATERLINE VALVE
- ⊕ EXISTING WATER METER SERVICE
- ⊕ EXISTING UTILITY JUNCTION BOX
- 12" ∅ TREE DIAMETER
- ★ EXISTING TREE (CONIFER)
- EXISTING TREE (DECIDUOUS)



EXISTING CONDITIONS



05.11.2023

SCVA MAINTENANCE NOA'S
 COVER SHEET
 SUDDEN VALLEY
 WHATCOM COUNTY, WASHINGTON

REV	DATE	BY	DESCRIPTION

PROJECT NUMBER:
 23029

DESIGNED/DRAWN BY:
 BLS

CHECKED BY:
 SIG

ISSUE DATE:
 05.11.23

C1
 OF:
 C8



**SCVA MAINTENANCE NOA'S
 REPAIR DESCRIPTIONS**
 SUDDEN VALLEY
 WHATCOM COUNTY, WASHINGTON

Main Road Name	Zone Number	Form Number	Inspection Date	Delamination (D)	Number of Delaminations	Delamination Inspection			
						Delamination Size (sqft)	Base Bid Totals	Additive Alternate Totals	Approximate Locations
1 Longshore Ln	1	1_8	3/4/2023	High	4	[20x10] [17x6] - [34x4] [25x4]	538		- 26 Longshore Ln
2 Inlet Cir	1	1_9	3/4/2023	High	1	[5x5]	25		
3 Sanwick Point Ct	1	1_16	3/4/2023	High	4	[10x3] - [22x4] - [13x3] - [20x4]	237		9 Samwick - 7 Sanwick - 3 Sanwick - 1 Sanwick
4	1						1450		Gate 1 Entrance Mailboxes
5 Swallow Cir	2	2_4	3/6/2023	High	2	[184x14] - [55x4]		2796	4 Swallow Circle - 16 Swallow Circle
6 Valley View Cir	2	2_5	3/6/2023	High	1	[25x12]	300		16 Valley View
7 Lake Louise Dr	2	2_10	3/6/2023	High	4	[25x12] [20x12] - [14x3] [4x30]	702		
8	2						1450		Barn 8 Parking Lot
9 Tumbling Water Dr	5	5_1	2/23/2023	High	3	[41x13] [16x2] [43x7]	866		Gate 5 Entrance
10 Little Palomino Ct	5	5_3	2/23/2023	High	1	[10x7]	70		
11 Shetland Ct	5	5_4	2/23/2023	High	3	[14x13] [16x2] [43x7]	515		
12 Pinto Creek Ln	5	5_6	2/23/2023	High	3	[76x16] [12x7] [50x4]		1500	9 Pinto Creek
13 Louise View Dr	5	5_10	2/22/2023	High	2	[20x2] - [20x4]	120		10 Louise View Drive - 16 Louise View Drive
14 Clematis Ln	5	5_11	2/22/2023	High	11	[10x7] [42x16] - [70x16] [20x4] - [24x13] [14x4] [14x7] [4x4] - [32x7] [38x8] - [30x17]		3462	- Int. of Clematis and Sweetclover - end of Cul De Sac - 19 Clematis - 24 Clematis
15 Rosebud Pl	5	5_12	2/22/2023	High	2	[16x13] [126x13]		1846	
16 Louise View Dr	5	5_14	2/22/2023	High	6	[24x2] [40x5] - [25x16] - [175x17] - [11x4] [10x11]		3777	51 Louise View Drive - Louise View Dr. - Whole Steep Section - Wisteria Intersection
17 Bramble Way	5	5_15	2/22/2023	High	2	[10x4] [28x18]	544		
18 Wintercross Way	5	5_17	2/22/2023	High	1	[82x15]		1230	
19 Holly View Way	9	9_10	2/22/2023	High	1	[60x8]	480		3 Holly View Way - 37 Holly View
20 High Cliff Ln	9	9_11	2/22/2023	High	2	[7x12] - [100x8]	884		26 High Cliff Lane - Uproad
21 Horseshoe Cir	9	9_13	2/22/2023	High	3	[41x7] [9x7] - [34x10]	690		31 Horseshoe Circ. - 20 Horseshoe Circle
22 Meadow Ct	13	13_10	2/24/2023	High	1	[22x14]	308		Meadow Ct. @ Whistling Swan
23 Westbrook Ct	13	13_13	2/24/2023	High	1	[21x18]	378		WestBrook Ct.
24 Huckleberry Ct	13	13_17	2/24/2023	High	2	[41x16] [16x14]	880		14 Huckleberry Ct.
25 Little Strawberry Ln	3A	3A_3	3/3/2023	High	1	[9x7]	63		Little Strawberry lane and Sudden Valley Drive
26 Austin Creek Ln	3A	3A_7	3/3/2023	High	3	[20x5] [180x3] [51x4]	844		3 Austin Creek Ln - Austing Creek Ln int.
27 Valley Crest Way	3A	3A_12	3/3/2023	High	8	[17x5] [42x11] [21x16] - [60x4] [24x8] [52x10] - [17x4] [27x24]		2551	28 Valley Crest Way - End of Valley Crest Way
28 Indian Ridge Ct	3A	3A_16	3/3/2023	High	2	[27x25] [10x15]	825		7 Indian Ridge
29 Indian Meadow Ct	3A	3A_17	3/3/2023	High	3	[3x3] [3x3] [14x11]	172		4 Indian Medow
30 KingletCt	3B	3B_4	2/25/2023	High	2	[103x8] [12x4]		872	6 Kinglet Ct.
31 Stable Ln	3B	3B_5	2/25/2023	High	2	[25x2] - [13x18]	284		51 Stable Lane - Int. of Stable and Highwood cir
32 Highwood Cir	3B	3B_7	2/25/2023	High	2	[18x4] - [94x13]	1294		Highwood Circle - Int of Stable and Highwood
33 Lost Fork Ln	3B	3B_10	2/25/2023	High	7	[13x6] [2x2] [12x10] [5x2] [3x2] - [9x16] [2x4]	370		124 Lost Fork Lane - Lost Fork and Canyon Ct.
34 Maple Ct	3C	3C_3	3/2/2023	High	1	[4x22]	88		174 Maple Ct.
35 Basin View Cir	3C	3C_4	3/2/2023	High	4	[8x2] [4x2] - [21x6] [34x12]	558		1 Sandalwood - 34 Basin View
36 Sandalwood Cir	3C	3C_5	3/2/2023	High	4	[50x10] [14x5] - [15x8] [77x4]		998	Entrance to Sandalwood - 1 Sandalwood
37 Plum Ln	3C	3C_15	3/2/2023	High	6	[5x5] - [16x8] - [3x3] - [44x4] [3x3] [22x3]	413		Int. of Plum Lan and Harbor View. - 1 Autmn Vista - 21 Plum Lane - 26 Plum Lane
38 Harbor View Dr	3D	3D_2	3/3/2023	High	1	[54x13]	702		64 Harbor View Drive
39 Inglewood Pl	3D	3D_4	3/3/2023	High	5	[70x9] - [28x8] - [4x2] [31x5] [3x2]		1023	12 Inglewood - 22 Inglewood - 30 Inglewood
40 Hillside Pl	3D	3D_6	3/3/2023	High	4	[4x4] [8x3] [8x3] - [10x8]	144		45 Hill Side Place - Bottom of Hill Side Place
41 Sigma Cir	3D	3D_7	3/3/2023	High	2	[22x6] - [34x12]	540		5 Sigma Circle - 15 Sigma Circle
42 Acorn Place				High	1	[20x25]	500		2 Acorn Place
							17234		Base Bid
								20055	Additive Alternate
Total							37289		

REV	DATE	BY	DESCRIPTION

PROJECT NUMBER:
23029

DESIGNED/DRAWN BY:
BLS

CHECKED BY:
SIG

ISSUE DATE:
05.11.23

I:\Shared\PROJECTS\23029 - 2023 - SCVA - NOA\DWG\SCVA - NOA'S.dwg May 11, 2023 - 4:18pm



SUDDEN VALLEY MAINTENANCE NOA'S

0 600' 1200'
SCALE: 1" = 600'

SHEET C4

SHEET C5



SHEET C6

SHEET C7



05.11.2023

SCVA MAINTENANCE NOA'S
OVERVIEW
SUDDEN VALLEY
WHATCOM COUNTY, WASHINGTON

REV	DATE	BY	DESCRIPTION

PROJECT NUMBER:
23029

DESIGNED/DRAWN BY:
BLS

CHECKED BY:
SIG

ISSUE DATE:
05.11.23

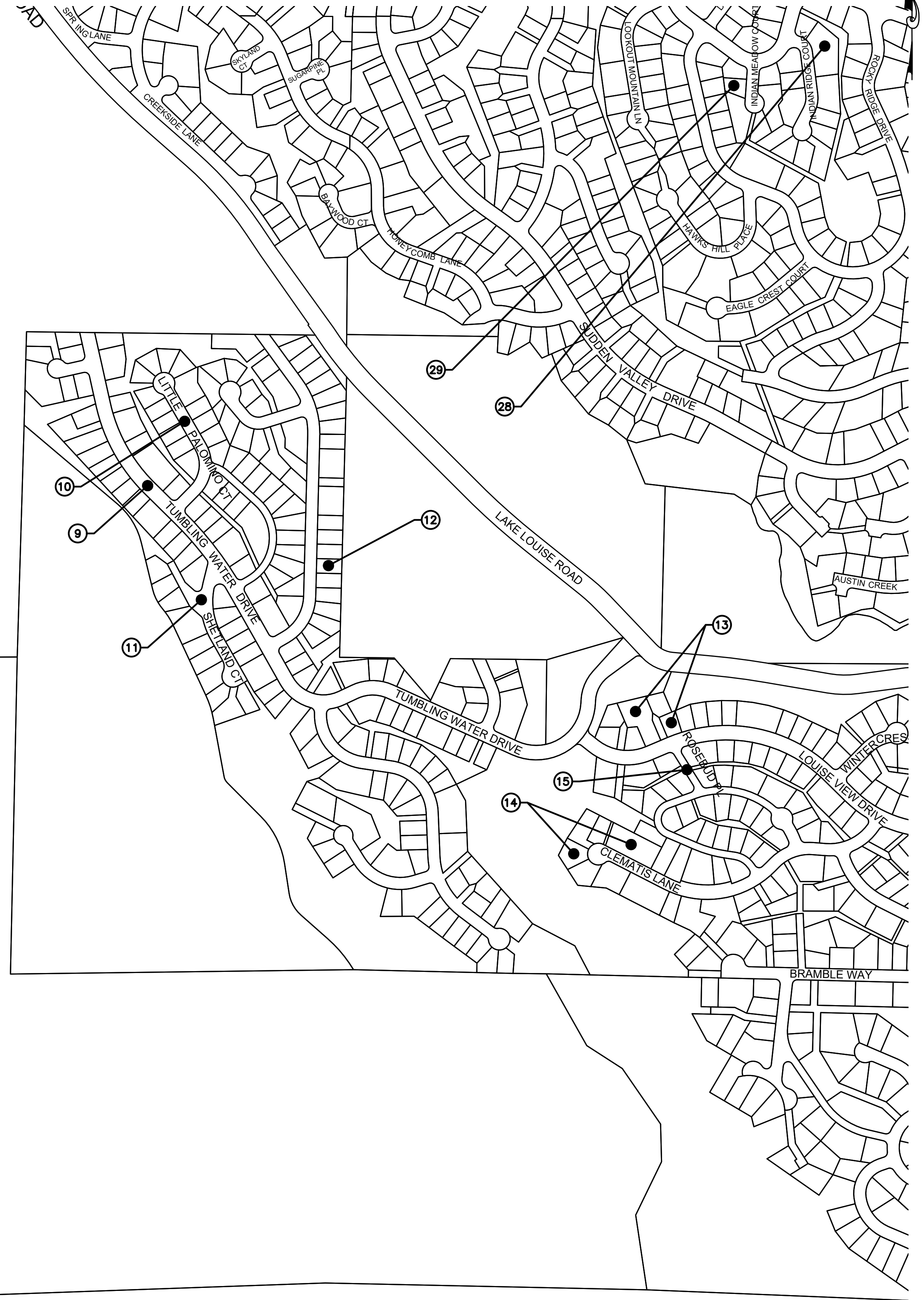
C3
OF:
C8

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SUDDEN VALLEY MAINTENANCE NOA'S

0 300' 600'
SCALE: 1" = 300'



05.11.2023

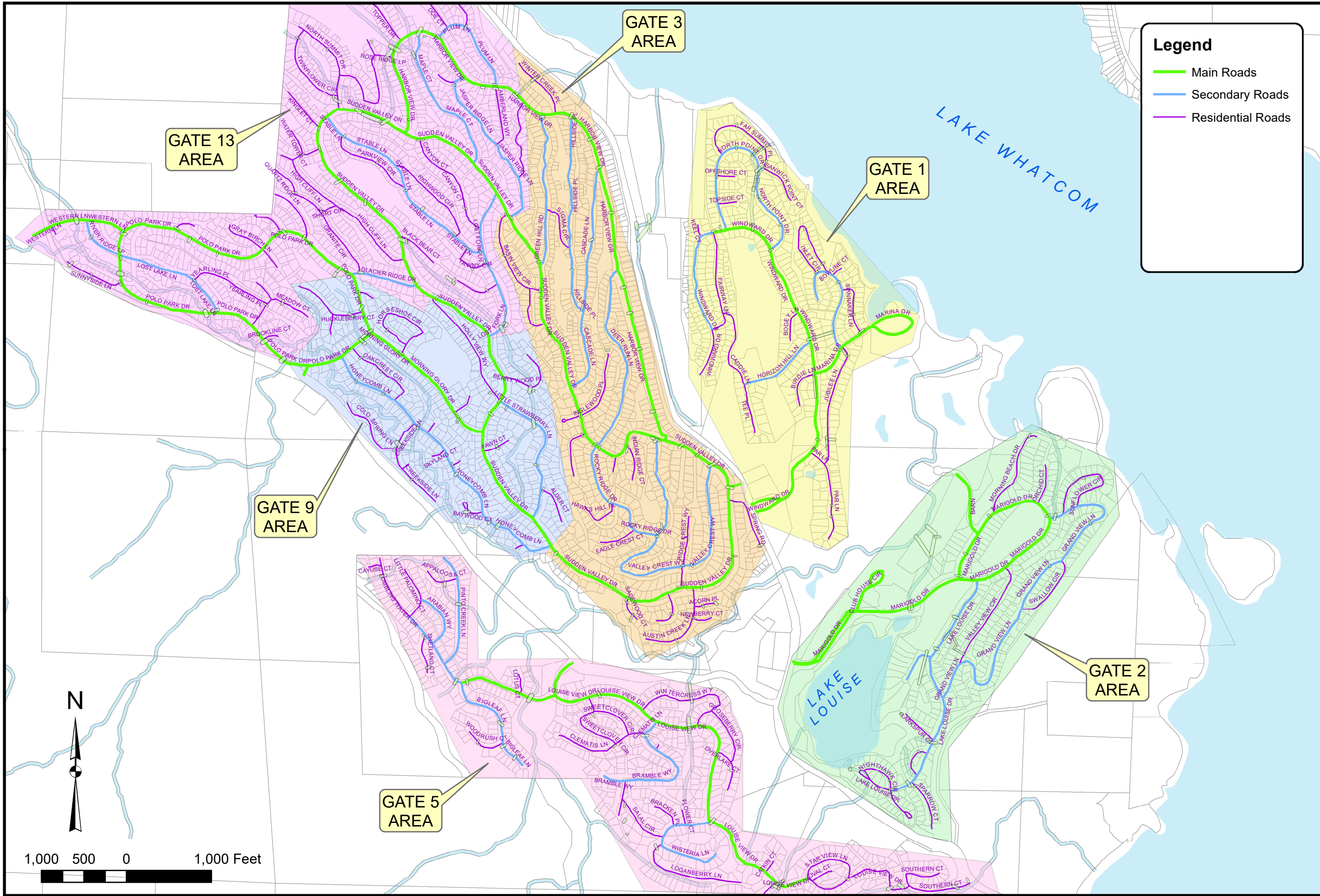
SCVA MAINTENANCE NOA'S
SW CORNER
NOA LOCATIONS
SUDDEN VALLEY
WHATCOM COUNTY, WASHINGTON

REV	DATE	BY	DESCRIPTION

PROJECT NUMBER:
23029
DESIGNED/DRAWN BY:
BLS
CHECKED BY:
SIG
ISSUE DATE:
05.11.23

C5
OF:
C8

I:\Shared\PROJECTS\23029_2023 SCVA NOA\DWG\SCVA NOA'S.dwg May 11, 2023 - 4:18pm



Legend

- Main Roads
- Secondary Roads
- Residential Roads

SUDDEN VALLEY COMMUNITY ASSOCIATION BELLINGHAM WASHINGTON	DATE FEB. 2019	SCALE AS SHOWN	PROJECT 2019-020
	SHEET 1 OF 4		FIGURE 1 ROAD CLASSIFICATION
CIVIL STRUCTURAL SURVEY	 WILSON ENGINEERING		

CONSTRUCTION CONTRACT

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

OWNER

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

CONTRACTOR

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

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

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

Project Name: _____

Project Location: _____

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

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

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

Description of Document	Date

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

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

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

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

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

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

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

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

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

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

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

OWNER:

CONTRACTOR:

SUDDEN VALLEY COMMUNITY ASSOCIATION

Date: _____

By: _____

Its: _____

Date: _____

STANDARD CONTRACT GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's Initials _____

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

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

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

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

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

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

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

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

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

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

AA. Arbitration / Litigation. At Owner's sole option, all claims, disputes, and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or by an arbitrator mutually agreed upon by the parties. In the event of arbitration, Contractor and Owner agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If the Owner does not select Arbitration as the means of dispute resolution, all claims, disputes and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington. The substantially prevailing party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs and expert fees.

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

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

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

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

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

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

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