



Finance Committee Regular Meeting- Updated Agenda

April 16, 2025, 6:30 PM, ZOOM

1) Call to order

2) Land Acknowledgment

I would like to begin by acknowledging that we gather today on the ancestral homelands of the Coast Salish Peoples

Anti-racism Statement

The Sudden Valley Community Association (SVCA) stands against racism of all colors.

3) Roll call: Rick Asai, Chair; Taimi Van de Polder, Vice-chair; Robb Gibbs; Rick Gray, Kathy Hallet, Mary Quinn-Jean Maixner has applied to serve on the Finance Committee

4) Adoption of the agenda

5) Approval of minutes, March 24, 2025

6) New Business

6a. Capital Request – 2025 Pavement Markings Contract Award

6b. Approval to de-obligate & reclassify Capital Projects (Bomb Cyclone Trees)

6c. Approval Request – Welcome Center Exterior Painting Project

6d. Capital Request – Barn 6 Pre-Design Fee Proposal

6e. 2025 Budget Calendar

7) Review financial statements- Joel

Heverling Adjournment

Next meeting: May 21, 2025 6:30 pm on Zoom



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: Michael Bennett, General Manager

Date: April 24th, 2025

Subject: Capital Code 9925.4 – 2025 Street Pavement Marking Contract Award

Purpose

To request contract approval for the 2025 Street Pavement Markings project.

Background

On February 27th, 2025 SVCA's Board approved the 2025 Street Signs & Pavement Marking Repair project, and this was assigned Capital Code 9925.4.

Analysis

On April 3rd, 2025 PNW issued a bid package to 4 contractors requesting quotes for painting the centerline of the main roads. This bid package, and bid results, are attached for reference.

SVCA received quotes from 2 contractors:

- Specialized Pavement Marking, LLC – Quoted \$18,223.91
- Kamps Painting – Quoted \$23,902.40
- WRS – Declined to Quote
- CR Contracting – Declined to Quote

It is recommended that SVCA proceed with the contract award to Specialized Pavement Marking, LLC.

On February 27th the Board approved a total project budget of \$31,805.02. This included \$1,350.00 for construction management, \$2,000.00 materials allowance for road signage improvements, and the balance for centerline painting. Keeping a 10% contingency on the project, we are recommending a revised project total of \$23,731.30.

- \$1,350.00 Construction Management
- \$2,000.00 Materials Allowance for Road Signage Improvements
- \$18,223.91 Centerline Painting
- \$21,573.91 Subtotal
- \$2,157.39 10% Contingency
- \$23,731.30 Revised Project Total

This leaves a balance of \$8,073.72 that can be returned to the Roads fund.



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Proposal 1

Authorize the General Manager to execute SVCA’s standard construction contract with Specialized Pavement Marking, LLC in the amount of \$18,223.91.

Proposal 2

Authorize \$8,073.72 to be returned to the Roads fund.

Request 1

Request the General Manager be authorized to executed SVCA’s standard construction contract with Specialized Pavement Marking, LLC in the amount of \$18,223.91.

Request 2

Request \$8,073.72 be returned to the Roads fund from Road Capital Code 9925.4.

Motion 1

Move that the Board of Directors approve the General Manager to executed a contract with Specialized Pavement Marking, LLC in the amount of \$18,223.91 utilizing SVCA’s standard construction contract for painting the centerline of the main roads.

Motion 2

Move that the Board of Directors approve \$8,073.72 to be deducted from Roads Capital Code 9925.4, and have it credited back to the Roads fund.

Finance Committee Review

Motion 1

Recommended: _____ Not Recommended: _____ Finance Committee

Motion 2

Recommended: _____ Not Recommended: _____ Finance Committee

Board of Directors Approval

Motion 1

Approved: _____ Not Approved: _____ SVCA Board of Directors

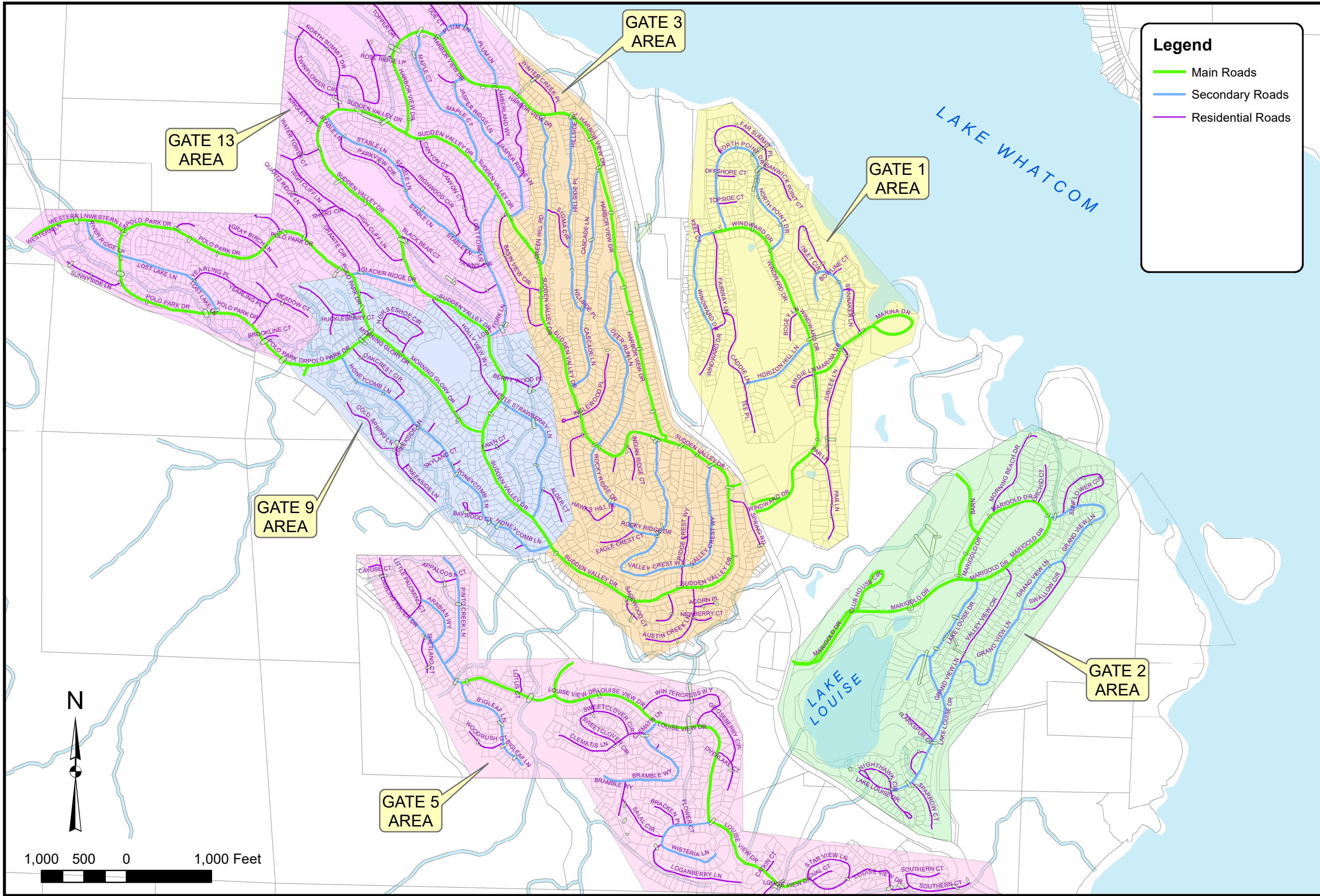
Motion 2

Approved: _____ Not Approved: _____ SVCA Board of Directors

April 11, 2025 - Bid Tabulation

Project: 2025 Pavement Markings

Item #	Description	Quantity	Unit	SPMNW		Kamps Painting	
				Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 300.00	\$ 300.00
2	Centerline Painting	60192	LF	\$ 0.26	\$ 15,649.92	\$ 0.36	\$ 21,669.12
	Subtotal				\$ 16,749.92		\$ 21,969.12
	WSST @ 8.8%				\$ 1,473.99		\$ 1,933.28
	Total w/ WSST				\$ 18,223.91		\$ 23,902.40



Legend

- Main Roads
- Secondary Roads
- Residential Roads

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



April 3, 2025

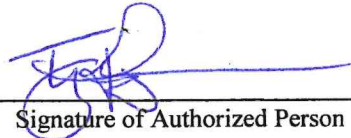
Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Bid Form – 2025 Pavement Markings

Bid submissions are due by 1:00pm on Friday, 4-11-25. Email bid submissions to tylera@pnwcivil.com.

Firm Name: Specialized Pavement Marking, LLC

Bid Schedule – 2025 Pavement Markings					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$1,100.00	\$1,100.00
2.	Centerline Painting	60,192	LF	\$ 0.26	\$15,649.92
	Subtotal				\$16,749.92
	WSST @ 8.8%				\$1,473.99
	Total w/ WSST				\$18,223.91

By: 
Signature of Authorized Person

Date: 4-11-2025

Print Name & Title: Tyler Pierce VP of WA Operations



April 3, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
Quote Request – 2025 Pavement Markings

SVCA is requesting quotes for the 2025 Pavement Markings Project. This project is focused on centerline painting of SVCA's main roads. Bid proposals are due by 1:00pm on Friday, 4-11-25.

Summary of Work:

1. The project will go in front of SVCA's Finance Committee on Wednesday, 4-16-25, and SVCA's Board on Thursday, 4-24-25, for contract award. NTP is anticipated 5-5-25, or sooner, upon contract execution.
2. All work is assumed to be completed under 1 mobilization.
3. Contractor will be allowed 5 working days to complete the project.
 - a. Final completion is Friday, 5-30-25. Liquidated damages shall be assessed at \$500.00 per day for any days incurred after 5-30-25.
 - b. Contractor shall provide a schedule to SVCA 1 week prior to starting.
4. SVCA's 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. Fridays 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.
- 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 1:00 pm on Friday, 4-11-25. Email bid submissions to tylera@pnwcivil.com.



April 3, 2025

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)
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Firm Name: _____

Bid Schedule – 2025 Pavement Markings					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$	\$
2.	Centerline Painting	60,192	LF	\$	\$
	Subtotal				\$
	WSST @ 8.8%				\$
	Total w/ WSST				\$

By: _____
Signature of Authorized Person

Date: _____

Print Name & Title: _____



Kamps

PAINTING COMPANY

INCORPORATED
 Lic.# KAMPSPC0940T
 125A W Badger Rd
 Lynden, WA 98264
 360-354-5513
 kampspainting@comcast.net

Authorized Signature Dale Kamps
 Dale Kamps, President

Estimates

DATE	ESTIMATE #
4/7/2025	9183

NAME/ADDRESS		PROJECT		
PNW Civil, Inc PO Box 30498 Bellingham, WA 98228		SVCA- 2025 Pavement Markings		
ITEM	DESCRIPTION	QUANTI...	PRICE	Total
101	Bid Item # 1 Mobilization, per Each	1	300.00	300.00
13	Bid Item # 2 Centerline Painting, per LF	60,192	0.36	21,669.12
	Sales Tax		0.00%	0.00

Terms: Accounts due upon completion of work. Past due accounts 1-1/2% per month plus legal fees & cost collection.	Total \$21,969.12
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Estimate Valid Until	5/7/2025
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SIGNATURE _____

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

BOARD OF DIRECTORS MEMO

To: Sudden Valley Community Association Board of Directors
From: Joel Heverling, Finance Director
Date: March 27, 2025
Subject: **Proposal to De-obligate & Reclassify Capital Projects GL # 8004 & GL# 8003**

Background/Analysis

On December 12, 2024, the Board approved \$228,131 from the Roads Fund to cover the costs associated with removing trees and debris from the roadside throughout the Association caused by the November 2024 storm event (Project GL# 8004).

Also on December 12, 2024, the Board approved \$251,424 from CRRRF to cover the anticipated costs associated with hazardous tree removal throughout the Association caused by the November 2024 storm event as well (Project GL# 8003).

Moreover, when these amounts were approved out of the capital funds, it was also anticipated that a special assessment might be needed to restore them to the funds in order to keep the Roads & CRRRF ten-year capital budgets on track.

However, at the conclusion of the November 2024 storm event cleanup efforts, the total lower-than-expected costs of \$320,838.35 were incurred as follows:

- **December 31, 2024 (total 2024 year-end costs incurred of \$290,809.35)**
 - Roads- GL #8004 (\$226,696.55)
 - CRRRF- GL #8003 (\$64,112.80)

- **March 24, 2025 (total 2025 year-to-date costs incurred of \$30,029)**
 - CRRRF- GL #8003 (\$30,029)

Additionally, since SVCA's 2024 year-end operating net income surplus totaled \$305,870, it is recommended that 2024's year-end November storm event cleanup costs of \$290,809.35 be reclassified from capital to operations, thereby facilitating the capital funding to be reimbursed from operations as well. At the same time, it is also recommended that 2025's year-to-date residual November storm event cleanup costs be reclassified from capital to operations for the same purpose. These steps will restore the capital funding used for the November storm cleanup costs and eliminate the need for a special assessment.



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4 Clubhouse Circle Bellingham, WA 98229
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Request

Request that the Board of Directors de-obligate Capital Project GL# 8004 (Roads Fund) and Capital Project GL# 8003 (CRRRF) and to approve the reclassification of all November 2024 storm event cleanup costs charged to these funds to the Operating fund in the fiscal year for which these costs were incurred, thereby also reimbursing these capital funds from the operating fund.

Motion

Move that the Board of Directors de-obligate Capital Project GL# 8004 (Roads Fund) and Capital Project GL# 8003 (CRRRF) and to approve the reclassification of all November 2024 storm event cleanup costs charged to these funds to the Operating fund in the fiscal year for which these costs were incurred, thereby also reimbursing these capital funds from the operating fund.

Finance Committee Review

Motion

Recommended: _____ Not Recommended: _____ Finance Committee

Board of Directors Approval

Motion

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association (SVCA) Board of Directors

From: Michael Bennett, General Manager

Date: April 24th, 2025

Subject: Capital Request – Welcome Center Painting

Purpose

To request funding and contract award for painting the exterior at the Welcome Center located at 1850 Lake Whatcom Blvd.

Background

The 2025 Capital Budget allocates \$16,224 for painting the Welcome Center exterior. The last time the building was painted is unknown. Currently, the paint is faded, and, in several areas, wood is exposed on the building and deck railing, accelerating wear and deterioration.

Analysis

Repainting the exterior and deck railing will extend the life of the structure and enhance the facility's appearance. The scope of work includes pressure washing, surface preparation (including priming and caulking as needed), and applying exterior-grade paint of equivalent quality.

Three competitive bids were received:

Vendor	Price
CertaPro Painters	\$7,611.21
Trim Line Painting	\$8,554.94
Nacho's Painting	\$9,242.56

CertaPro Painters submitted the lowest bid. Additionally, they have a proven track record with SVCA, having completed the Clubhouse and Adult Center painting projects in 2024. Both projects were delivered on time and to SVCA's satisfaction, with strong communication and professional results.

Given their competitive pricing and positive performance history, CertaPro Painters is recommended for this project.



Proposal

Authorize funding in the amount of \$7,611.21 from the CRRRF and approve the selection of CertaPro Painters to complete the exterior painting of the Welcome Center.

Motion

Move that the SVCA Board of Directors approve the allocation of \$7,611.21 from the CRRRF for the exterior painting of the Welcome Center and authorize the General Manager to execute SVCA's standard construction contract with CertaPro Painters in an amount not to exceed \$7,611.21.

Finance Committee Review

Motion:

Recommended Not Recommended

Finance Committee Signature: _____ Date _____

Board of Directors Approval

Motion:

Approved Not Approved

Board President Signature: _____ Date _____

Keith McLean, SVCA Board President



JOB SITE

Sudden Valley Welcome Center

1850 Lake Whatcom Blvd
 Bellingham , Wa 98229
 (360) 778-2223
 mike.brock@suddenvalley.com

PREPARED BY

Tanner Jones
 Commercial Sales Associate
 425-287-7856
 tannerjones@certapro.com



CLIENT

Sudden Valley Community Association

4 Clubhouse Cir
 Bellingham , Wa 98229

Jeff Monson PNW Serv. (360) 280-9778
 mike.brock@suddenvalley.com

CLIENT CONTACTS

Mike Brock
M: (360) 778-2223
E: mike.brock@suddenvalley.com
 4 Clubhouse Circle
 Bellingham, WA 98229

PRICING:

Welcome Center (Exterior Painting)	\$6,961.68
Subtotal:	\$6,961.68
Paint Recycling Fee	\$16.71
Fuel Surcharge	\$20.19
Sales Tax (8.8%)	\$612.63
Total:	\$7,611.21

GENERAL SCOPE OF WORK

Included in the price above: Pressure washing, preparation, and painting full Exterior of Sudden Valley Welcome Center -

Building to be painted to match similar scheme. (One main body color, One trim color, One accent color)

Soffits to match body color.

Porch ceiling to match body color.

Front porch rails to match trim color.

Gutters to match fascia.

Downspouts to match where they fall on trim / fascia / body colored surfaces.

Prep / Prime fascia ends and failed areas.

All previously painted doors included.

All unpainted conduite to be painted to blend with main body or trim surfaces.

All decking surface excluded. (composite material)

Sales tax included. (8.8%)

CertaPro to work along side property management to determine best time to paint welcome center to avoid disturbance to daily activities.

Estimator to walk Welcome Center with Property Management to finalize scope of work.

SURFACE PREPARATION

POWER WASHING: All areas to be painted will be power washed to remove dirt and debris. This will not always result in uniform cleanliness, but will make the substrate ready for painting. We will not aggressively power wash as this can result in damage to the substrate. Dirt can get splashed back up onto the house during the pressure washing phase, and this loose dirt will be brushed off before painting. Some mildew discoloration may be visible after the wash -- this is normal. Paint will cover any remaining stain -- the paints that we use have a mildew inhibitor built into them to slow the return of mildew.

CARPENTRY/MINOR REPAIRS: During our initial walk-through, we did not notice any areas that appear to need carpentry work. During the painting process, if we find areas that need repair, we will inform the customer and give an approximate cost to repair. Any carpentry or repairs will be done on a time-and-material basis at \$85 per man-hour plus cost of materials. Cost must be approved by the customer before repairs will be done.

SCRAPING AND PRIMING: Peeling areas will be scraped back to a firm edge. All bare wood will be primed using Peel-Bond primer or another primer appropriate for the substrate.

CAULKING: Any previously caulked gaps that have split or cracked will be re-caulked. The customer may request additional caulking in advance, which will be done on a time-and-material basis at the rate of \$85 per man hour plus caulk.

MASKING: All windows, doors, concrete, brick, and any other surfaces that are not being painted will be protected with masking materials or drop cloths.

SET-UP

Thank you for inviting us to bid on the painting of your property. We are looking forward to working with you!

We are going to provide you with a professional high quality paint job that will protect and beautify your building for years to come.

As usual, a highly professional, customer service oriented CertaPro painting experience is expected and guaranteed.

If you, your tenants, or your associates are on site while we prep and paint your building, we will do our best to minimize the hassle and intrusion of having us paint.

BUSHES, DECORATIVE ITEMS & PATIO FURNITURE:

In preparation for painting, the Client is to cut back the bushes, trees and shrubs approximately 10" from the house so that we will have access to the surface to be painted. Client will also need to remove any small or fragile items from walls and patio/deck areas, hanging plants, hooks, etc. Painters can assist in moving patio furniture if requested.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.

Upon Completion: All tools, supplies & equipment will be removed from the property. If there is leftover paint, we will leave leftover paint for your future use.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Welcome Center (Exterior Painting)			
Siding - Smooth Cedar - Airless - Smooth Cedar	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Siding - Rough Cedar - Airless - Rough Cedar	SuperPaint-Latex-Low Luster PrimeRX Peel Bonding	GC / 1	TBD1
Siding - Prep & Repair			
Fascia	SuperPaint-Latex-Satin	GC / 0	TBD2
Trim	SuperPaint-Latex-Satin	GC / 0	TBD2
Door(s)	Latitude-Acrylic-Gloss	GC / 0	TBD3
Door Frame(s)	SuperPaint-Latex-Satin	GC / 0	TBD2
Caulking (Lin Ft)			
Porch Ceiling	SuperPaint-Latex-Low Luster	GC / 0	TBD1
Porch Rails	SuperPaint-Latex-Satin	GC / 0	
Wash			

ADDENDUM - ALL PICTURES



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...



Welcome Center (Exterior Painti...

NOTES

OUR CERTAINTY SERVICES SYSTEM: To ensure that the project meets your expectations, we will:

- Contact you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you regularly to inform you of what has been completed, what we will work on next, and any possible issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

CHANGE ORDERS: Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.

SCHEDULING: To schedule your project, please email, call, or text your sales consultant, whose contact information is listed on the first page of this proposal. You may also contact our office at (425) 361-1995. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are booked. Booked status is defined as receipt of a signed contract and a deposit.

LEAD PAINT: State and Federal Regulations require properties built before 1978 to be considered a potential lead paint hazard unless an XRF test confirms lead is not present. After you hire us, your property will need to be tested to confirm there is no lead. For certified lead testing, we use PNWIG Inspection Services in Bellevue (phone: 425-608-9553 Website: pnwig.com). After you hire us, you will need to contact them for a test and pay them directly. **Be sure to inform them that you are working with CertaPro Painters of Bothell-Lynnwood-Everett to receive our discounted rate.**

COLOR SELECTION: Please complete color selection five days prior to the start of production so that we may uphold our commitment of scheduling. As part of our service we are happy to assist you in making color selections by supplying manufacturer's color charts. The samples on the chart are ink representations and only approximate the actual paint color that will be applied. If you choose to have an old paint can matched because it was the color used last time, or use a surface paint chip, there may be a difference in look due to sheen differences or fading.

Samplize is a great resource when finalizing colors. They manufacture large (9x15) peel-and-stick color swatches that can be conveniently shipped to your front door. Because they are made from actual paint, samplize swatches give the most accurate depiction of what your surface will look like after it has been painted, and they are much more eco-friendly than cans of sample paint. Browse their selections here:

<https://shop.samplize.com/collections/sherwin-williams>

DEEP BASE COLORS: On rare occasions, certain deep base colors (such as dark reds) may require more than two coats for proper coverage or depth of tone. If after two coats, you are not satisfied with the look, we will fill out a change order and proceed to apply additional coats at \$62 per man hour and materials (if needed) to achieve your desired outcome.

EQUIVALENT PRODUCTS: Due to global supply-chain issues in the wake of the COVID-19 pandemic, it may sometimes be necessary for us to substitute a different product than was originally listed in this contract. Please be advised that in the event of a substitution, you may not be notified ahead of time, but we will only use a product of comparable or *better* quality. Your cost will not change, and if the equivalent product has a higher wholesale price, that will be paid/absorbed by CertaPro.

ADDITIONAL NOTES

PAYMENT METHODS: We accept checks and ACH payment. If paying with check, please be sure the check is made out to "CertaPro Painters." If you have questions about payment, please contact our Operations Manager Amanda at 425-492-0704. When your project is complete, you will receive a secure link via email to complete payment.

Credit Card Fees: We are pleased to offer you the option to pay for your project using Visa, Mastercard, American Express, or Discover. Please note the merchant charges a 3.5% processing fee if you choose to pay with this method.

DECKS & STEPS: Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

*****THIS WARRANTY DOES NOT INCLUDE DECKS OR OTHER HORIZONTAL SURFACES OR EXTERIOR VARNISHES *****

SEMI-TRANSPARENT STAINS: These stains do not result in uniform coloring of stained surfaces; some areas will be lighter and others, darker.

CARPENTRY: Any carpentry work to be done by anyone other than CertaPro must be 100% complete before CertaPro will begin the painting work.

****SALES TAX: Sales tax will be calculated on top of the total price listed below .** Sales tax rates for in-home services are specific to your address (not just the county). Our office manager will verify the sales tax rate for your address once you hire us and apply the proper sales tax for your project. Feel free to visit the website to know your rate: <https://webgis.dor.wa.gov/taxratelookup/salestax.aspx>

We require a non-refundable 25% deposit at bid acceptance, 25% job start payment when work begins, and the remaining 50% when job is signed off.

SIGNATURES

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE. OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Bothell-Lynnwood-Everett**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

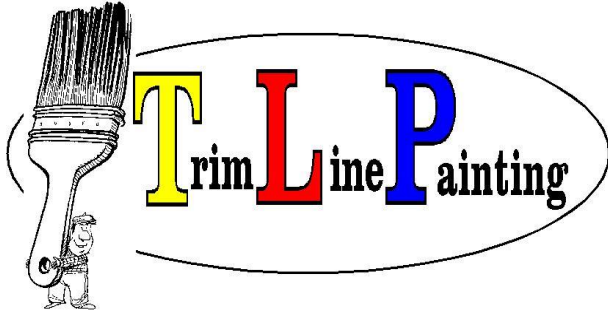
- Pay the full contract price.

- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.



5360 Mission Rd., Bellingham, WA 98226
 Ph (360)319-3366 glen@trimlinepainting.com

PROPOSAL: 2025012
Sudden Valley Community Association
 Mike Brock
 1850 Lake Whatcom Blvd.
 Bellingham, WA 98229
 360-820 -2146 / mike.brock@suddenvalley.com

Work Description & Cost Estimate:

- Refinish Welcome Center in same body color, same trim color: body, trim - 2 colors. 3 Doors optional 3 rd color
- * Customer will: remove all incumbancers to access and allow for ladder placement and clear porch. Trim any vegetation in contact or hazard close to siding: min. 18".
- * Pressure wash to remove peeling paint, dirt and debris. Let dry. Primer seal exposed wood surfaces in several places.
- * Mask and cover as needed. Check window and door caulking seals, repair as needed.
- * Remove downspouts/hardware as possible. Spray finish siding with 2 coats of new color.
- * Role/brush same trim color to roof fascia, door/window trims other existing places.
- * Double entry green doors and 1 man door to shed are included in new a color.
- * Rear decks/ front deck and railing systems are included. Decking is composit and will be cleaned, but not finished.
- * Remove masking and replace hardware.

I propose to furnish labor in accordance with the above specifications for the sum of: **\$ 7,863.00**

All finish material is based on cost plus 20 percent pricing. The material amount is an estimate only and may vary. Below indicates retail/grade pricing on Sherwin-Williams brand products. Prices will vary with alternate brands. WSST 8.8%: 691.94
 Total: \$8,554.94

Material costs are additional and not included in the labor quote:

Paint Quality Options:	Cost/gal:	Est. Qty:	Est Total	<input checked="" type="checkbox"/>
Contractor grade	\$ 49.00	12 gal	\$ 588.00	
High Quality grade	\$ 68.00	12 gal	\$ 816.00	*
Premium grade - Lifetime	\$ 87.00	12 gal	\$ 1,044.00	
		gal	\$ -	

* Used to calculate deposit amount

Any Alteration or deviation from the above specifications must be in writing and may include cost adjustments.
 All power/water needs will be supplied by site owner. Any debris generated by pressure washing or scraping is not the responsibility of TLP
 All agreements contingent upon accidents, weather or delays beyond our control
Applicable sales taxes are additional and not included in this proposal
 Full payment is required at the time painting work is complete and invoice is received
 Lien may be placed against the property for any unpaid balance
 This offer may be withdrawn if not accepted within 60 days
40% labor deposit and est. material need required prior to work initiation - Deposit **\$ 3,961.00**

Please visit Trimlinepainting.com, Google.com and Angi.com for a list of work quality references
 Authorized Signature: Glen Rollins Title: Owner/Operator

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted.
 You are authorized to work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Nacho's Painting LLC
8854 Garden Of Eden Rd
Sedro Woolley, WA 98284 US
(360) 627-0510
nachio_alba@hotmail.com



ADDRESS

Mike Brock 360.778.2223
1850 Lake Whatcom Blvd
Bellingham WA 98229
Welcome Center

ESTIMATE # 1671
DATE 03/22/2025

Exterior Pressure Wash	395.00T
Pressure washing, to remove all unwanted debris prior to painting application.	
Exterior Caulking and Prime	550.00T
Re-caulking around windows, corners, scrape and spot prime on damaged areas as well. (Using QUAD MAX caulking)	
Exterior Painting	7,550.00T
Prep, protect floors, plants, roof to apply two coats of Sherwin Williams Super Paint same color, body, trim, fascia board, gutters, down pouts, side deck railings, 2nd floor deck railing as well.	

ACCEPTANCE OF PROPOSAL- The above specified price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above. This is a Notice of Lien law Posting. If payment in full is not made within 60 days of the date of completion of the work, customer agrees to pay reasonable attorney's fees and costs of preparing and filing a Notice of Claim of Lien, customer agrees to pay attorney's fees and costs incurred in any legal action commenced to collect said payment. 35% Down Payment Prior To Schedule.

SUBTOTAL	8,495.00
TAX	747.56
TOTAL	\$9,242.56

Accepted By

Accepted Date

CONSTRUCTION CONTRACT

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

OWNER

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

CONTRACTOR

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

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

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

Project Name: _____

Project Location: _____

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

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

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

Description of Document	Date

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

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

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

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

(CHECK IF APPLICABLE) Time is of the essence. Liquidated damages of \$[AMOUNT] per day are agreed to represent a reasonable estimate of Owner's damages, including inconvenience to members and costs to maintain common property access, as authorized by the Board under Article III, Section 16 of the SVCA Bylaws. The Contractor hereby covenants and agrees to pay the Owner liquidated damages for each day that expires after the time set forth above, which the Contractor and Owner agree reasonably approximates the 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:

Contractor's indemnification obligations and waiver of immunity under Title 51 RCW shall be to the fullest extent permitted by Washington law, including RCW 64.90.410, and shall not exceed the limits of Contractor's insurance coverage required herein.

This Contract shall be governed by the laws of the State of Washington, and any legal action shall be brought exclusively in Whatcom County, Washington, as provided in Article VI, Section 7 of the SVCA Bylaws and RCW 64.90.080

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

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CONSTRUCTION CONTRACT

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

OWNER

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

CONTRACTOR

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

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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.)

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- 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.

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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.

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	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

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This Contract shall be governed by the laws of the State of Washington, and any legal action shall be brought exclusively in Whatcom County, Washington, as provided in Article VI, Section 7 of the SVCA Bylaws and RCW 64.90.080

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

By: _____

By: _____

Its: _____

Its: _____

Date: _____

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. Dispute Resolution. Any dispute arising out of or relating to this Contract shall be resolved in accordance with Article VI, Sections 5-6 of the SVCA Bylaws. As a condition precedent to legal or equitable proceedings, the parties shall submit to mediation unless waived by the Owner. If mediation fails, disputes shall, at the Owner's sole option, be resolved by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association or by litigation in the Superior Court of Whatcom County, Washington. The substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expert fees.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

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

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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: Ray Meador, LRPC / Michael Bennett, General Manager

Date: 04.24.2025

Subject: Capital Request – Barn 6 – 8 Architectural Services

Purpose

To request funding for architectural services for the pre-design phase of the Barn 6 replacement project, as proposed by Carletti Architects, P.S., to conduct a feasibility study for the replacement of Barn 6.

Background

To request funding for architectural services for the pre-design phase of the Barn 6 replacement project, as proposed by Carletti Architects, P.S., to conduct a feasibility study for the replacement of Barn 6.

Background

The Sudden Valley Community Association (SVCA) Board of Directors has tasked the Long Range Planning Committee (LRPC) with providing draft project proposals for renovating or replacing Barns 6 and 8.

Barn 6 is a wood-framed structure initially built for agricultural purposes and later used as an ice-skating rink and for assembly events. The proposed replacement aims to create a modern, multi-purpose facility while maintaining the barn's aesthetic character. The pre-design phase will include a feasibility study to assess project viability, produce conceptual designs, and provide a rough order of magnitude (ROM) cost estimate to support a capital fundraising campaign.

The fee proposal from Carletti Architects, P.S., dated April 10, 2025, outlines the scope of work and associated costs for the pre-design phase of the Barn 6 replacement project. This phase is critical to determining whether the project aligns with the SVCA's goals and budget constraints.

Analysis

The proposed scope of work for the Barn 6 pre-design phase includes the following tasks and deliverables:

- **Task One - Architectural Pre-Design (\$13,000):**
 - Research building and zoning codes.
 - Conduct two meetings with the client (SVCA).
 - Develop concept floor plans for the first and second floors.
 - Create concept building elevations for two sides.
 - Adjust floor plans and elevations based on client feedback.



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- Provide a preliminary building section.
- Draft a narrative and description of the scope of work for the site and building.
- Assist with cost estimation.

- **Task Two - Cost Estimate (\$3,300):**
 - Prepare an Excel spreadsheet for a ROM cost estimate, outlining general project costs based on the described scope.

- **Task Three - 3D Rendering (\$2,475):**
 - Produce a 3D colored rendering of the exterior to support the capital fundraising campaign.

- **Reimbursable Expenses (\$250):**
 - Includes mileage, large format copies, postage, and delivery, with a 10% markup.

Total Proposed Fee: \$19,025

The proposed replacement building will maintain the existing footprint of approximately 130' x 100' and include:

- **First Floor:** A multi-purpose space with a basketball court (94' x 50' x 16'-20' high) adaptable for other sports, roll-up garage doors for an open-air experience, restrooms (men's, women's, and family), an elevator, prep kitchen, check-in desk/office, meeting rooms, sprinkler riser room, janitor room, electrical and mechanical rooms, storage, and a slab-on-grade floor. The building will be fully sprinkled and conditioned with heating and cooling.
- **Second Floor:** A meeting room/event space facing the lake, a prep kitchen, an adult lounge area, restrooms, an elevator, a deck, meeting rooms with movable partitions, and storage.

The feasibility study assumes no occupancy change or site upgrades (e.g., stormwater or general site improvements) and relies on owner-provided utility information for ROM estimates. Due to timeline constraints, general assumptions regarding site conditions will be made without a pre-application review with Whatcom County.

The deliverables from this phase will provide the SVCA with conceptual designs, a cost estimate, and a 3D rendering to inform decision-making and support fundraising efforts. If the project proceeds beyond the pre-design phase, a separate fee proposal for schematic design through construction administration will be provided.

Sources of Funding

Funding for the Barn 6 pre-design phase is provided for in the 2025 Capital Repair and Replacement Reserve Fund (CRRRF) Budget, GL Account 9722.09, designated for Barn 6 and 8 renovation or replacement projects.

Requests

Approve funding in the amount of \$19,025 for the Barn 6 pre-design phase architectural services, as outlined in the Carletti Architects, P.S. fee proposal dated April 10, 2025.



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Motions

Motion to approve the expenditure of \$19,025 from the 2025 CRRRF Budget (GL Account 9722.09) for the Barn 6 pre-design phase architectural services, to be performed by Carletti Architects, P.S., as detailed in their April 10, 2025 fee proposal.

Finance Committee Review

Recommended: _____ Not Recommended: _____ Finance Committee

Board of Directors Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President



April 10, 2025

Ray Meador
c/o Sudden Valley Community Association
4 Clubhouse Circle
Bellingham, WA 98229

Reference: Sudden Valley Community Association-Barn 6 Replacement
Fee Proposal – Pre-Design Phase

Dear Ray:

It was a pleasure meeting with you and discussing your feasibility study on replacement building for Barn 6 at the Sudden Valley Community Association. This letter is the proposed Fee and Fee structure for the above referenced project. This fee is based on an overall deliverable for a detailed feasibility study. The proposal is broken down into tasks to produce deliverables. This study will be used to determine if the project is achievable for the client's goals and required conditions. If the project moves forward after this phase, a fee will be provided for full schematic design through construction administration for all architecture and engineering fees. Due to timing of the project with your deadlines there are some broader assumptions we shall make. The timeline does not allow proper vetting with a pre-app with Whatcom County therefore general assumptions will be made on site conditions.

- We will be replacing the building footprint only and no occupancy change. No site upgrades therefor the budget will not include any general site or stormwater upgrades.
- Owner will provide general locations and sizes of utilities for general rough order of magnitude for utility upgrades.

Please find listed below a project description and scope of work for the project.

PROJECT DESCRIPTION:

Barn 6 is wood framed barn that was originally built for agricultural purposes. It is a timber frame building with timber joist and beams. The walls are constructed with siding over wood girts similar to a pole barn. It was being used as a “dance barn” for assembly events.

Assume the following in the ROM:

First Floor

- Overall footprint to be approximately 130’x100’. (This matches what is there and is the maximum size we could easily submit and receive a building permit for.)

- The new building would model a barn appearance similar to the existing in terms of roof line and aesthetic character.
- The new building would be kept as open as economically possible in terms of reducing interior columns.
- Multi-purposed space to include: basketball court (94'x50'x16'-20' high). Court can be utilized for other court sports including: volleyball, badminton, skating, dodgeball, pickle ball, cornhole, etc.
- Roll up overhead garage doors to create “an open-air experience”. Manual chain hoist doors would be sufficient. Assume 2–3-man doors total or enough to meet exiting requirements.
- 2) stalls for men’s restroom and (2) stalls in the women’s restroom. It would also have a “family restroom”
- (2) sets of stairs for existing
- Elevator
- Prep kitchen
- Check-in desk/office
- (2) large meeting rooms (might be adjoining for divisible space with movable partition walls)
- Sprinkler riser room, janitor room
- Electrical and mechanical rooms
- Storage room
- Slab on grade for the interior floor.
- Building would be sprinkled
- Building will be fully conditioned with heating and cooling

Second Floor

- Meeting room facing north towards the lake to serve as an event space for weddings, reception etc.
- Prep kitchen
- Adult area (tables and chairs oriented towards the lake) similar to a coffee house
- Men’s and women’s restroom and a family restroom
- (2) sets of stairs for existing
- Elevator
- Deck of the view end
- (2) large meeting rooms (might be adjoining for divisible space with movable partition w
- Storage room

Scope of Work:

Task One – Architectural Pre-design

- Research building and zoning codes
- (2) meetings with Client
- Concept floor plan for first floor
- Concept floor plan for second floor
- Concept building elevations (2) sides

- Adjustments to floor plans and building elevations based upon client review comments
- Preliminary building section
- Narrative and description for the Scope of Work of site and of the buildings.
- Assistance with cost estimate

Task Two – Cost Estimate

- Preparation of Excel spreadsheet for ROM Cost Estimate outlining work as described above including general project costs

Task Three – 3D Rendering

- 3D colored rendering of exterior to be used in capital fund raising campaign

This fee is a feasibility study, providing information and drawings to determine project requirements for a new replacement facility. The drawings and costs will be utilized by the building committee for a capital funds campaign to the Sudden Valley Community Association.

This fee excludes any outside consultant recommendations. Client may revise fee if during study it is determined consultant recommendations should be needed.

FEES

TASK	Schematics	FEE	
1	Architecture Pre-Design	\$ 13,000	Fixed
2	Cost Estimate	\$ 3,300	*
3	3D Rendering	\$ 2,475	*
	Reimbursable	\$ 250	
SUBTOTAL		\$ 19,025	

* Includes 10% markup

Additional Services:

Changes to project scope could occur during the review process. Changes due to owner direction or local jurisdiction requirement (including added sub consultants) may result in added project scope.

Additional services if authorized will be billed at the hourly rate listed below.

ADDITIONAL SERVICES HOURLY RATES

Principal	\$185 per hour
Project Architect	\$175 per hour
Project Manager I	\$158 per hour
Project Designer I	\$160 per hour
Project Manager II	\$148 per hour
Project Designer II	\$125 per hour
Space Planner	\$138 per hour
Drafter	\$100 per hour

Clerical \$ 50 per hour

Exclusions:

Outside consultants including: Geotechnical engineer, Wetland specialist, Envelope Consultant, Landscape Architect, Civil Engineering, Structural engineering, Electrical Engineering, Mechanical engineering, Cost estimation, SEPA, Level 1 site assessment, traffic report, schematic design, design development, construction documents, construction administration
Reimbursable (See below).

Reimbursable:

Mileage	\$.74 per mile
Large Format Copies	\$ 1.50 each
Postage and Delivery	Cost + 10%
Consultants	Cost + 10%

Invoices shall be due net upon receipt. Invoices unpaid after 45 days shall bear interest at the rate of 1 ½% per month.

If this proposal is acceptable to you, we will then prepare a professional services agreement for your review and signature.

We are excited about this opportunity of working with you on this project. If you have any questions, please don't hesitate to call me.

Sincerely,



04/10/25

Quentin Sutter
Carletti Architects, P.S.

Client Signature of Contract Approval

Sign

Date

Last Revision 4.14.2025

2025 Budget Calendar

2025

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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May						
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September						
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June						
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October						
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March						
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July						
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November						
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April						
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August						
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31						

December						
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23	24	25	26	27	28	29
30	31					

x	SVCA Holiday
x	Town Hall/AGM
x	AGM Planning
x	Budget Planning
x	Board Meeting
x	N&E
x	SVCA Event

RCW 64.90.525
 (1)(a) Within thirty days after adoption of any proposed budget for the common interest community, the board must provide a copy of the budget to all the unit owners and set a date for a meeting of the unit owners to consider ratification of the budget not less than fourteen nor more than fifty days after providing the budget.

Budgeting Timeline

MAY	
5/8/25	BOD Meeting - Regular
5/12/25	Wildfire Prep Event
5/12/25	Level II Reserve Specialist onsite May 12-15
5/21/25	Finance Committee Meeting – Operational Budget Input
5/22/25	BOD Meeting - Regular
JUNE	
6/12/25	BOD Meeting - Regular
6/13/25	Level II Reserve Study Draft Due
6/16/25	TBD Tentative Audit scheduled to start
6/18/25	Finance Committee Meeting – Capital Budget Input
6/26/25	BOD Meeting - Regular
JULY	
7/4/25	July 4th Holiday - Observed
7/9/25	N&E Opening of Candidate Application Period (this date may change)
7/10/25	BOD Meeting - AGM Agenda, measures, ballot and explanations outlined
7/24/25	Presentation of Operational budget to BOD & Finance Committee with Q&A, Discussion
7/26/25	Valley Fair
7/31/25	Presentation of Capital budget to BOD & Finance Committee with Q&A, Discussion
AUG	
8/8/25	GM / N&E send final Envelope and Voter Instructions layouts to Unilect
8/11/25	N&E/Staff - Begin work on draft Election Booklet
8/14/25	BOD Meeting - Regular - Approve Envelopes and Voter Instructions; Finalize budget changes
8/16/25	Town Hall Meeting - Presentation of 2026 Budget
8/28/25	BOD Meeting - Finalize AGM Agenda, measures, ballot and explanations
8/25/25	N&E Meeting
8/26/25	N&E announce dates for candidate forums
8/27/25	Send SVCA Mailing List to Unilect
TBD	Attorney Review of AGM materials
SEPT	
9/1/25	Labor Day Holiday
9/2/25	N&E Candidate Application Deadline/Ballot Lottery
9/3/25	Last day for BOD Candidates to submit photos, biographies, and vision statements
9/4/25	BOD Special Meeting - Voting to adopt the 2025 Budget
9/5/25	SVCA Sends candidate info to UniLect -- not layout, just info
9/8/25	SVCA sends draft Voter Guide to Unilect
9/11/25	BOD Regular Meeting - Vote to approve proof of Election Booklet/Ballot
9/12/25	SVCA sends final approved voter packet materials to UniLect
9/22/25	Unilect mails Election Materials to foreign-based SVCA members
9/24/25	Unilect mails Election Materials to US-based SVCA members
9/25/25	BOD Meeting - Regular
OCT	
10/9/25	BOD Meeting - Regular
TBD	Review AGM Agenda with Parliamentarian
TBD	Candidate Forum(s)
10/23/25	BOD Meeting - Regular
10/25/25	Trunk or Treat
10/30/25	N&E/GM send list of members NOT in good standing to UniLect (Accounting pulls list, GM sends)
10/31/25	Last Day for Mailed Ballots to be received/ Last day to vote using SVCA ballot box
NOV	
11/1/25	AGM
11/1/25	SVCA BOD Organizational Meeting - Follows AGM