



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

## **Board of Directors Regular Meeting**

February 9th, 2023, 7:00 PM, IN-PERSON

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Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

Item 1) Adoption of Agenda

Item 2) Consent Agenda

2a. Approval of Minutes – December 15, 2022

Item 3) Announcements

Item 4) Property Owner Comments – 15 Minutes Total

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

Item 5) GM Report

Item 6) Continuing Business

6a. Ad Hoc Committees Discussion

6b. Ad Hoc Committees Charter Template

Item 7) New Business

7a. Capital Request – Culvert Cleaning

7b. Capital Request – Ten-Year Roads Plan

7c. Election Services Provider Discussion

7d. Board Resolution Authorizing Remote Participation in Committee Meetings

Adjournment



## REGULAR SESSION OF THE BOARD OF DIRECTORS

December 15, 2022

Minutes

**DATE AND LOCATION:** Thursday, December 15, 2022, Dance Barn

**CALLED TO ORDER AT:** 7:05 pm

**AUDIENCE MEMBERS:** Not Recorded

### BOARD MEMBERS PRESENT:

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

Vice President Sam Shahan Called the meeting to order.

### ATTENDING:

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

**Guest:** John R Berg, PRP

#### 1. Adoption of Agenda

The agenda was adopted.

#### 2. Board Orientation

John Berg made a presentation regarding Parliamentary procedures.

#### 3. Consent Agenda

President Tishleder moves to have consent agendas moved to another meeting.

#### 4. Announcements

GM Jo Anne Jensen and Finance Director Joel Heverling made announcements.

#### 5. Property Owner Comments

Property owners made comments.

#### 6. General Manager Report

Jo Anne Jensen, GM reported updates on snow removal, transfer fee refund program and community events.

#### 7. Finance Report

Finance Director Joel Heverling presented the financial report.

#### 8. New Business

##### 2022 AGM Minutes

The AGM minutes are posted to the website under the Board's Agendas and Minutes page so they are available for community members and the board to review. If anyone has any concerns or corrections with the minutes they should email

bod@suddenvalley.com and please include General Manager Jo Anne Jensen at suddenvalley.com as well.

**Committees**

N and E Committee

N and E Chairperson Mike Wadsworth announces new N & E Members, Rob Gibbs, Karen Borchart and Laurie Robinson

ACC Committee

ACC Chairperson, Keith Mclean nominates ACC Members, Jo Jean Kos, Richard Hart and Wayne Lee

Jo Anne Jensen, clarifies who can serve, article 5 section 2 subsection a says “No committee member can serve more than two terms in a row” she sought clarity as to what is a “term”, The three candidates satisfy the working principal, The ACC nominated Kos, and Hart Director Tischleder asks if there is any objection to these appointments. No objections, committee members are appointed.

Finance Committee

Director Mitchell is appointed to the Finance Committee

Document Review Committee

Director Alyanak is appointed Chair of the Document Review Committee, Director Bradley and Director Voldt are appointed to the Document Review Committee

Long Range Planning Committee

President Tishleder is appointed chair of the Long-Range Planning Committee Director Shahan is appointed to the Long-Range Planning Committee

**Tree Removal**

Tree removal and additional funding. Capital request for removal of SVCA’s hazardous trees this proposal asks for additional 74,000 out of UDR.

**MOTION: That the Board of Directors approve increased UDR funding in the amount of \$74,000 to pay for 2022 hazardous trees services.**

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

**Meeting Adjourned**

**RESOLUTION TO ESTABLISH THE  
SUDDEN VALLEY COMMUNITY ASSOCIATION  
NEW COMMITTEE  
2023**

WHEREAS Article V, Section 1 of the Sudden Valley Community Association (SVCA) Bylaws requires committees established by the SVCA Board of Directors (Board) to be created utilizing a resolution, and

WHEREAS the resolution is required to identify and describe the specific duties of the ad-hoc committee being established,

THEREFORE, be it resolved that the Sudden Valley Board of Directors hereby establishes the New Committee (NC). This charter will expire immediately following the 2023 Annual General Meeting (AGM) or such period as the Board may specify.

**I. Purpose:**

The purpose of the New Committee (NC), as adopted by the SVCA Board, is

**II. Membership:**

The members of the committee shall be members of SVCA in good standing throughout their term and agree to follow SVCA Bylaws, Resolutions, Policies, Rules, and Regulations. The committee may recommend prospective members to the Board; however, committee members shall be appointed by the Board. At least two directors, one of which is appointed chair, must serve on the committee. Voting membership may not be less than three or more than nine members. The committee, with Board and SVCA General Manager(GM) approval, may add one non-voting SVCA staff member.

**III. Meetings and Procedures:**

The NC shall meet a minimum of four times during 2023. The NC will adhere to all SVCA Resolutions, Bylaws, Policies, WA State Proclamations, and State and Federal laws regarding remote meetings, following the hierarchy of governing documents. Meetings shall be conducted in accordance with Robert's Rules of Order. A quorum is defined as 50% of membership, one of which is a Board member. No business shall be conducted with less than a quorum present. Notice and an agenda shall be posted on the SVCA web page giving place and time 48 hours in advance of the scheduled meeting. Written minutes shall be posted on the website and filed with the Secretary of the Board. The committee shall create a written report(s) as directed by the SVCA Board of Directors.

**IV. Authority:**

The committee is given the limited authority necessary for the reasonable execution of the stated purpose and responsibilities of this charter.

Any agreements or discussions with outside organizations, agencies, or vendors must be approved by the Board of Directors and the GM. The committee Chair shall keep the Board and the GM informed of any discussions with outside organizations, agencies, or vendors.

No NC member has authority to sign or otherwise enter into any contract or other agreement binding or committing the Association to obligation, acquisition, service, purchase, lease, or other agreement.

**V. Deliverables:**

The specific duties and responsibilities of the NC shall consist of the following:

- 1) Make recommendations to the Board of Directors for approval.
- 2)
- 3)
- 4)

*Add as many #) sections as needed.*

**Adopted by the Board of Directors:**

President \_\_\_\_\_

Date \_\_\_\_\_

Secretary \_\_\_\_\_

Date \_\_\_\_\_

This charter was approved by the Board on MM/DD/YYYY.



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## CAPITAL REQUEST MEMO

**To: Sudden Valley Community Association Board of Directors**  
**From: Jo Anne Jensen, General Manager**  
**Date: February 9, 2023**  
**Subject: Capital Request –2023 Ditches, Culverts, and Swales (CVC)**

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### **Purpose**

To request funding approval to begin major cleaning of ditches, culverts, and swales per the 2016 SGM Mandate for the year of 2023.

### **Background**

The 2016 SGM required SVCA to perform major maintenance of ditches, culverts, and swales on an annual basis. A memo from Larson Gross dated 12-29-15 outlined the work that could be completed under this program (see attached). Since the 2016 SGM, this project has been called Culvert and Vegetation Control as demonstrated in the 2021 Capital Request dated 4-8-21. In reviewing SVCA's infrastructure, it appears the majority of work completed under this project approved in 2016 has been focused on vegetation control. A drive through inspection of SVCA roads reveals the ditches are primarily full from years of debris buildup. Culverts, unless recently installed, also have a considerable amount of debris in them, varying from half full to completely buried and not visible. This level of deferred maintenance has consistently created storm drainage issues throughout SVCA.

In 2022 the Board approved the 2022 Road and Drainage NOA Project that focused on solving known storm drainage issues. Many of these issues had been known for years, but not addressed. Specifically relating to "Culverts, Ditches, Swales" this project completed work at more than 40 locations throughout SVCA. The scope of this work included excavating to restore ditches/swales for over 5,000 lineal feet, culvert cleaning, and culvert replacements. In addition, SVCA's Maintenance Department began using SVCA's vactor trailer to clean smaller culverts and address known drainage issues. This work was completed using SVCA's operating budget.

In 2022, SVCA's Maintenance Department took a new approach to addressing "Ditches, Culverts, Swales" overall that was not primarily focused on vegetation control. This work is now being completed as part of the annual operating budget for maintenance:

- Complete roadside mowing of all SVCA road shoulders twice per season.
- Maintenance staff are trained to use SVCA's bucket and are using it to proactively trim trees and cut back/remove vegetation.
- Schedule and manage Clean Green events throughout the SVCA community.
- Regularly remove roadside branches by chipping directly into a towing truck, instead of side casting, to minimize movement of debris into ditches/culverts.

- Complete roadside cleaning with sweeper trucks that collect the debris instead of using SVCA's broom that side casts material onto the shoulders and ditches. In 2022, this work was completed twice – in early spring to collect sand and winter debris, and in the late fall to remove fallen leaves.

In 2022, a RFQ was issued for a new 10 Year Capital Roads and Drainage Program to be developed. For this plan to be conducted efficiently, SVCA's culverts must be clean for proper evaluation. Under this program, an engineer will evaluate all of SVCA's culverts and identify which need replacing and when. SVCA has over 250 documented culverts that will be evaluated. See attached summary of culverts and location map. Knowing these culverts would all need to be cleaned, and that the level of cleaning would vary, the 2022 Culverts, Ditches, and Swales Project was deferred to be completed in 2023. Combining the 2022 and 2023 Capital Projects allows for cleaning a majority of culverts prior to inspection. Most of SVCA's culverts are Corrugated Metal Pipe (CMP). As CMP ages the common failure is for the bottom of the pipe to rot away and develop holes or disappear all together leaving the pipe with no bottom. Having the culverts freshly cleaned allows the engineer to review the bottom of the pipe and evaluate.

### **Analysis**

SVCA proposes to start the 2023 ditches, culverts, and swale cleaning. The project proposed for 2023 will clean most of the culverts, which has probably never been completed in SVCA's history given the extent of the contained debris and the fact that some are completely buried.

Cleaning over 250 culverts in a few months is a large undertaking. To accomplish it, we propose to split the project into two efforts. SVCA, using our vacator trailer, is capable of cleaning about 100 of the smaller culverts, usually 12" – 18" diameter, and not longer than 30'. There are approximately 150 culverts that fall outside this category and must be outsourced for cleaning. Larger equipment is also capable of completing the cleaning process much more quickly – larger capacity to carry debris, larger suction nozzle, and more water capacity when jetting requiring less travel time.

A RFQ was issued by PNW Services, Inc. requesting quotes from 5 contractors for support in cleaning SVCA's culverts. A summary of the bid package and resultant bids is attached. This project will focus on cleaning the approximately 150 culverts that SVCA's equipment is not capable of cleaning.

SVCA's maintenance department will undertake the cleaning of the remaining smaller culverts. In addition, they will also perform cleaning of catch basins, and large scale pruning where appropriate to help drainage. Selective large scale pruning is considered pruning that is required no more frequently than every 3-5 years, as defined by Larson Gross's memo from 12-29-15.

SVCA's anticipated costs are:

- \$4,000 Water for jetting culverts – hydrant meter from LWWS.
- \$5,000 Miscellaneous materials and disposal allowance.
- \$3,000 Fuel and Equipment Maintenance
- \$35,200 Labor – Approximately 1,100 manhours at average burdened rate of \$32.00/HR

### **Proposal**

Authorize \$196,539.72 per PNW Services, Inc. proposal dated 2-7-23.

Authorize \$47,200.00 per SVCA's Maintenance Department.

**Request**

Request \$243,739.72 from the Roads Reserve to begin a focused effort of cleaning culverts in preparation of the engineering inspection.

**Motion**

Move that the Board of Directors approve the allocation of \$243,739.72 from Roads Reserve for the 2023 Ditches, Culverts, and Swales (CVC) project and the execution of the contract, by SVCA's General Manager, Jo Anne Jensen, with Stremler Gravel to complete said project.

**Board of Directors Approval**

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

## Memorandum

**DATE:** December 29, 2015  
**TO:** Board of Directors and Management  
**FROM:** Larson Gross  
**RE:** Use of Road Funds

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You have asked us to provide guidance as to the use of road reserve funds for significant maintenance work on ditches, culverts, and swales that are, in the board's opinion, necessary for the long-term maintenance of the roads.

Road Reserves Fund, as defined in the Association's financial statements, is used to account for capital assessment from members for repairs and replacement of the various roads and bridges in the Association. Expenditures from this fund must receive approval by the Board of Directors.

The Board of Directors would like to propose using these funds for major maintenance of ditches, culverts and swales.

The Board's criteria for using road funds for these major repairs is as follows:

- The proper maintenance of the ditches, culverts and swales is a significant expense to support the road structure
- At this point in time, the maintenance to the same area would not occur more than every 3-5 years.
  - Should the expense to the same ditch, culvert or swale, begin occurring more often (e.g. annually), it would then be deemed an operating fund maintenance expense
- Such major repair and maintenance of the ditches, culverts and swales is essential for extending the life of the roads
- The ditches, culverts and swales are a significant component of the roads
- The ditches, culverts and swales also become clogged by both dirt and leaves, jeopardizing the integrity of them, and therefore also jeopardizing the integrity of the roads.
  - To ensure the high probability of success that the ditches, culverts and swales remain clear for an extended period of time, work would also be required to trim vegetation directly in and over the ditches
- It's anticipated that it will take approximately a 10 year cycle to complete the major repairs of all of the ditches, culverts and swales on the Association's property.

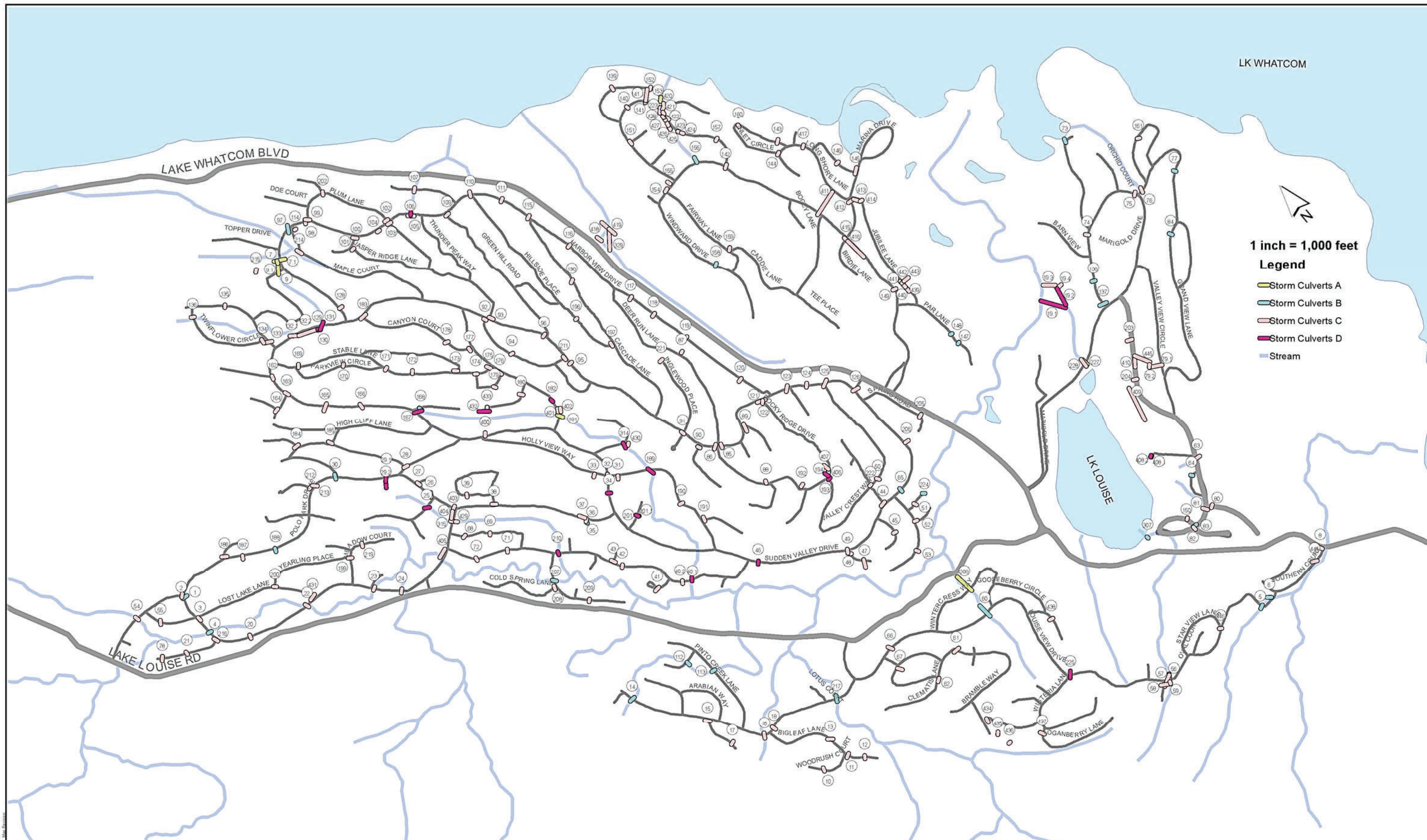
**Conclusion:** The ditches, culverts and swales are a significant component of the infrastructure of the roads, and if these fail the roads may also fail. This would indicate that ditches, culverts and swales are considered part of the roads. This would seem to meet the definition for use of the road reserves as highlighted in the financial statements. We can also find no specific criteria for use of the road reserve funds in the Association Bylaws. The board has the right to authorize the use of

**December 29, 2015**

the road reserves funds for road repair, including significant components of the road. Based on the above factors, we conclude it could be justified to use road funds for the purposes outlined above from an accounting and tax perspective. We do not anticipate the spending of these funds for road repair and significant components to have any negative effect on our audit of the financial statements, so long as the expenditures are first authorized by the board of directors.

We also recommend consulting with your attorney from a legal perspective. In addition, we do not have access to the original archived Association documents detailing and describing the purpose of the initial road assessment, only the summary outlined in the financial statements, bylaws and our accounting literature. Access to these documents could alter our conclusion.

This communication is intended solely for the information and use of management and the Board of Directors and is not intended and should not be used by anyone other than these specified parties.

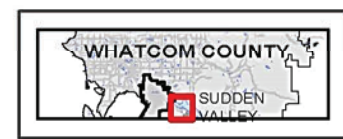


LK WHATCOM



1 inch = 1,000 feet  
**Legend**  
 Storm Culverts A  
 Storm Culverts B  
 Storm Culverts C  
 Storm Culverts D  
 Stream

LK LOUISE



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Projection:  
 State Plane Washington North  
 North American Datum 1983

Date: 12/15/2014

**EXHIBIT A - 2014 Culvert Condition Inventory**

Sudden Valley Community Association  
 Stormwater Asset Inspection & Inventory

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
1	D2	B	CMP	POLO PARK DR	4.0	16	56
2	D2	C	CMP	WESTERN LN	0.0	12	41
3	D2	C	CMP	POLO PARK DR	0.0	10	44
4	D2	B	CMP	POLO PARK DR	4.1	84	40
5	K11	B	SBP	LOUISE VIEW DR	2.2	30	44
6	K11	B	SBP	LOUISE VIEW DR	8.0	30	48
7	A5	A	HDPE	HARBOR VIEW DR	0.0	30	29
8	K12	C	CMP	SOUTHERN CT	2.9	12	48
9	A5, B5	A	SBP	ROSE RIDGE LOOP	0.0	28	115
10	J6	C	CMP	WOODRUSH CT	2.9	12	40
11	J6	C	CMP	BIGLEAF LN	5.2	18	50
12	J6	C	CMP	BIGLEAF LN	4.1	24	36
13	I6	C	CMP	BIGLEAF LN	5.6	24	60
14	H5	B	SBP	TUMBLING WATER DR	8.8	18	61
15	H5	C	CMP	SHETLAND CT	2.5	12	60
16	I6	C	CMP	TUMBLING WATER DR	7.6	24	59
17	I5	C	CMP	SHETLAND CT	3.3	18	39
18	I6	C	CMP	TUMBLING WATER DR	5.1	18	47
19.1	G11	D	CMP	TENNIS CT AT BARNS	0.0	30	283
20	D2	C	CMP	POLO PARK DR	4.4	12	41
21	D1	C	CMP	SUNNYSIDE LN	2.8	12	33
22	E3	C	CMP	POLO PARK DR	6.0	84	49
23	E3	C-	CMP	POLO PARK DR	1.9	84	41
24	E4	C	CMP	POLO PARK DR	3.1	60	47
25	E4	D+	CMP	HUCKLEBERRY CT	0.0	24	59
26	D5, E4, E5	C	CMP	POLO PARK DR	3.2	16	53
27	D4	C	CMP	MISTY RIDGE CT	0.0	12	40
28	D4, D5	C	CMP	GLACIER RIDGE DR	2.7	24	47
29.1	D4	D+	CMP	POLO PARK DR	0.0	18	63
30	D4	B	CMP	POLO PARK DR	2.9	16	52
31	F6	C	CMP	LITTLE STRAWBERRY LN	0.0	10	37
32	F6	C	CMP	HOLLY VIEW WAY	0.0	12	50
33	E6	C	CMP	HOLLY VIEW WAY	2.1	10	33
34	F6	A	Alum	SUDDEN VALLEY DR	3.7	18x24	42
35	F6	B	SBP	MORNING GLORY DR	0.0	12	20
36	F6	C	CMP	MORNING GLORY DR	3.2	12	35

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
37	F6	C	CMP	MORNING GLORY DR	0.0	12	68
38	E5	C	CMP	HORSESHOE CIR	0.0	12	50
39	E5	C	CMP	HORSESHOE CIR	2.6	10	33
40.1	G6	A	Alum	HONEYCOMB LN	2.5	84x24.9	41
41	G6	C	CMP	BAYWOOD CT	2.3	16	55
42	F6	C	CMP	HONEYCOMB LN	3.5	18	33
43	F6	C	CMP	SUGARPINE PL	2.9	12	52
44	H8	C	CMP	RIDGE CREST WAY	2.3	12	58
45	H8	C	CMP	SAFFRON CT	2.2	12	33
46	G7	A	CMP	SUDDEN VALLEY DR	3.2	15	36
47	H8	C	CMP	SAGEWOOD CT	0.0	12	88
48	H8	C	CMP	SAGEWOOD CT	0.0	12	39
49	H8	C	CMP	SAGEWOOD CT	0.0	12	44
50	H8	C	CMP	VALLEY CREST WAY	0.0	12	35
51	H9	C	CMP	ACORN PL	0.0	12	34
52	H8	C	CMP	NEWBERRY CT	0.0	12	34
53	H8	C	CMP	AUSTIN CREEK LN	0.0	12	34
54	C1	C-	CMP	WESTERN LN	1.9	84	47
55	D1	C		RIVER RIDGE LOOP	0.0	12	47
56	K9	C	PVC	LOUISE VIEW DR	0.0	8	86
57	K9	C	CMP	LOUISE VIEW DR	0.0	24	138
58	K9	C	CMP	REPEATER RD	0.0	24	105
59	K9	C	CMP	LOUISE VIEW DR	0.0	24	109
60	I8	B	SBP	LOUISE VIEW DR	23.1	30	160
61	J8	C	CMP	BRAMBLE WAY	2.8	18	68
62	J7	C	CMP	CLEMATIS LN	2.1	12	40
63	J11	C-	CMP	LAKE LOUISE DR	6.8	18	70
64	J11	B	PVC	PARTRIDGE CIR	1.2	12	25
65	H9	B	SBP	SUDDEN VALLEY DR	4.3	12	42
66	I7	C	CMP	LOUISE VIEW DR	5.6	16	57
67	I7	C	CMP	SWEETCLOVER CIR	0.0	12	57
68	E4, E5	C	PVC	OAKCREST CIR	0.0	12	33
69	E5	C	CMP	OAKCREST CIR	2.6	12	24
71	E5, F5	C	CMP	HONEYCOMB LN	4.0	12	33
72	E4	C	CMP	HONEYCOMB LN	2.5	12	33
73	F12	B	CMP	MORNING BEACH DR	3.3	12	43
74	G12	C	CMP	MARIGOLD DR	2.7	12	38
75	G13	C	CMP	MARIGOLD DR	1.8	12	41
76	G13	C	CMP	GRAND VIEW LN	3.6	24	57

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
77	G13	B	CMP	GRAND VIEW LN	3.3	12	29
78	D1	C	CMP	SUNNYSIDE LN	5.8	16	50
79.1	H11, I11, I12	C	CMP	VALLEY VIEW CIR	0.0	12	144
80	J11	C	CMP	SPARROW CT	3.2	12	36
81	J11	C	CMP	LAKE LOUISE DR	4.6	24	58
82	J11	C	CMP	LAKE LOUISE DR	2.5	12	36
83	J11	B	SBP	NIGHTHAWK CIR	2.8	12	43
84	H13	B	CMP	GRAND VIEW LN	4.5	12	35
85	F7	C	CMP	SUDDEN VALLEY DR	0.0	12	43
86	F7	C	CMP	SUDDEN VALLEY DR	2.7	12	53
87	E8	C-	CMP	DEER RUN LN	2.6	12	20
88	G7	C		ROCKY RIDGE DR	0.0	18	25
89	F8	C	CMP	INDIAN RIDGE CT	6.9	12	85
90	F7	C	CMP	LOOKOUT MOUNTAIN LN	0.0	12	28
91	F7	C	CMP	INGLEWOOD PL	0.0	12	38
92	C6	C	CMP	BASIN VIEW CIR	0.0	12	30
93	C6	C	CMP	JASPER RIDGE LN	0.0	12	49
94	D6	C	CMP	BASIN VIEW CIR	0.0	12	26
95	D7	C	CMP	SUDDEN VALLEY DR	0.0	12	31
96	D7	C	CMP	SUDDEN VALLEY DR	2.8	12	35
97	A5	B	SBP	HARBOR VIEW DR	9.5	32	82
98	A5	C	CMP	HARBOR VIEW DR	4.8	12	47
99	A5	C	CMP	PLUM LN	3.4	12	51
100	B6	C	CMP	JASPER RIDGE LN	2.8	12	50
101	B6	C	CMP	JASPER RIDGE LN	2.3	12	30
102	B6	C	CMP	PLUM LN	3.3	12	39
103	B6	C	CMP	AMBERLAND WAY	2.4	24	42
104	B6	C	CMP	HARBOR VIEW DR	0.0	24	28
105	B6	C	CMP	HARBOR VIEW DR	0.0	12	35
106	B6	A	CPEP	HARBOR VIEW DR	2.3	24	41
107	B7	A	HDPE	WINTER CREEK PL	5.9	20	53
109	B7	C	SBP	GREEN HILL RD	2.3	18	40
110	B7	C	CMP	HARBOR VIEW DR	6.4	18	52
111	B7, C7	C	CMP	HARBOR VIEW DR	3.0	18	39
112	H5	B	SBP	APPALOOSA CT	0.0	18	40
113	H6	B	SBP	PINTO CREEK LN	7.6	18	40
114	A5	C	CMP	MAPLE CT	0.0	12	17

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
115	C7	C	CMP	HARBOR VIEW DR	0.0	18	42
116	C7	C-	CMP	HARBOR VIEW DR	2.3	18	36
117	D8	C	CMP	HARBOR VIEW DR	5.5	18	41
118	E8	C	CMP	HARBOR VIEW DR	0.0	18	41
119	E8	C	CMP	HARBOR VIEW DR	5.6	24	39
120	F8	C	CMP	HARBOR VIEW DR	4.7	18	41
121	F8	C	CMP	ROCKY RIDGE DR	0.7	18	91
122	F8	C	CMP	ROCKY RIDGE DR	0.0	18	32
123	F8	C	CMP	SUDDEN VALLEY DR	3.0	24	66
124	F8	C	CMP	SUDDEN VALLEY DR	0.0	12	44
125	F9	C	CMP	SUDDEN VALLEY DR	0.0	18	80
126	G9	C	CMP	SUDDEN VALLEY GATE 3	3.8	18	69
128	B5	C	CMP	HARBOR VIEW DR	0.0	12	35
129	B5	C	CMP	SUDDEN VALLEY DR	0.0	12	13
130	B5	D+	CMP	SUDDEN VALLEY DR	0.0	36	32
131	B5	D+	CMP	SUDDEN VALLEY DR	0.0	36	91
132.1	B4, B5	C-	CMP	SUDDEN VALLEY DR	0.0	36	100
133	B4	C	CMP	NORTH SUMMIT DR	6.0	24	80
134	B4	C	CMP	TWINFLOWER CIR	3.5	12	46
135	A4	C	CMP	NORTH SUMMIT DR	1.9	12	30
136	A4	C	CMP	TWINFLOWER CIR	3.9	12	38
137	H11, H12	B	CMP	MARIGOLD DR	5.0	12	80
138	G12	B	CMP	MARIGOLD DR	3.5	12	37
139	B9	C	CMP	CLEAR LAKE CT	1.5	12	40
140	C9	C	CMP	NORTH POINT DR	0.0	12	26
141	C9	C	CMP	NORTH POINT DR	0.0	12	149
142	D9	C	CMP	WINDWARD DR	2.3	12	45
143	D10	C	CMP	INLET CIR	2.6	12	45
144	D10	C	CMP	INLET CIR	2.7	12	31
145	E10	C	CMP	SPINNAKER LN	3.4	12	71
146	E10	C	CMP	SPINNAKER LN	0.0	12	33
147	G10	B	CMP	PAR LN	0.0	12	20
148	G10	B	CMP	PAR LN	0.0	12	20
149	F10	C	CMP	WINDWARD DR	0.0	12	37
150	J11	C	CMP	NIGHTHAWK CIR	0.0	12	20
151	C9	C	CMP	OFFSHORE CT	2.1	12	40
152	C9	C	CMP	FAR SUMMIT PL	3.4	12	31
153	C9	A	SBP	FAR SUMMIT PL	2.7	16	46

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
154	D9	C	CMP	WINDWARD DR	2.1	12	40
155	D9	C	CMP	WINDWARD DR	2.5	12	35
156	D9	B	CMP	WINDWARD DR	6.2	18	61
157	D9	C	CMP	NORTH POINT DR	4.2	12	30
158	E9	B	SBP	WINDWARD DR	0.9	12	30
159	E9	C	CMP	FAIRWAY LN	0.0	12	33
160	D10	C	PVC	INLET CIR	0.0	12	20
161	F13	C	CMP	SUNFLOWER CIR	0.0	12	28
162	B4	C	CMP	SUDDEN VALLEY DR	0.0	12	40
163	C4	C	CMP	SUDDEN VALLEY DR	0.0	12	47
164	C4	C	CMP	WHITE MOUNTAIN LN	0.0	12	43
165	C4	C	CMP	SUDDEN VALLEY DR	0.0	24	85
166	C5	C-	CMP	SUDDEN VALLEY DR	2.1	18	49
167	D5	A	CPEP	SUDDEN VALLEY DR	7.4	36	92
168	D5	B	PVC	BLACK BEAR CT	2.1	12	37
169	B4	C	CMP	STABLE LN	2.5	12	35
170	C5	C	CMP	PARKVIEW CIR	0.0	12	28
171	C5	C	CMP	STABLE LN	3.0	12	32
172	C5	C	CMP	STABLE LN	0.0	18	33
173	D6	C	SBP	STABLE LN	0.0	12	47
174	D6	C	CMP	TAWNY CIR	1.2	12	31
175	D6	C	CMP	STABLE LN	2.2	12	51
176	D6	C	CMP	LOST FORK LN	1.4	12	49
177	D6	C	CMP	CANYON CT	2.1	12	35
178	C6	C	CMP	CANYON CT	2.5	12	39
179	D6	C	CMP	LOST FORK LN	3.1	12	29
180	D6	C	CMP	STRAWBERRY CANYON CT	4.4	12	45
181	E6	A	SBP	LOST FORK LN	6.4	32	59
182	E6	D+	CMP	LOST FORK LN	0.0	12	32
183	C5	C	CMP	CANYON CT	1.3	12	72
184	C4	C	CMP	QUARTZ RIDGE LN	2.8	12	56
185	C4	C	CMP	SHORT CIR	0.0	12	45
186	D2	C	CMP	SHOOTING STAR CT	0.0	12	60
187	D2	C	CMP	POLO PARK DR	0.0	16	40
188	D3	B	CMP	POLO PARK DR	3.5	12	39
189	F7	D+	CMP	LITTLE STRAWBERRY LN	9.5	36	81
190	F7	C	CMP	LITTLE STRAWBERRY LN	0.0	12	37
191	G7	C	CMP	ALDER CT	0.0	12	47
192	G8	C	CMP	ROCKY RIDGE DR	0.0	12	31

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
193	G8	A	RCP	VALLEY CREST WAY	1.4	12	30
194	G8	A	RCP	ROCKY RIDGE DR	1.3	12	30
196	D7	C	CMP	HILLSIDE PL	0.0	12	19
197	D7, E7	C	CMP	HILLSIDE PL	2.2	12	41
198	D7	C	CMP	CASCADE LN	2.8	18	37
199	D3	C	CMP	MEADOW CT	0.0	12	44
200	D3	C	CMP	YEARLING PL	0.0	12	34
201	F6	A	CPEP	FAWN CT	0.0	30	40
202	A6	C	CMP	PLUM LN	3.4	12	36
203	H11, H12	C	CMP	LAKE LOUISE DR	0.0	18	61
204	H11, I11	C	CMP	LAKE LOUISE DR	3.6	24	44
205	G9	C	CMP	SPRING RD	4.6	24	39
206	G9	C	CMP	SUDDEN VALLEY DR	4.2	12	42
207	F5	B	CMP	CREEKSIDE LN	0.0	96	48
208	F5	C	CMP	COLD SPRING LN	0.0	12	45
209	F5, G5	C	CMP	CREEKSIDE LN	1.6	12	28
210	F5	A	Alum	HONEYCOMB LN	4.5	72x1.83	45
211	D7	C	CMP	BASIN VIEW CIR	1.6	12	41
212	D4	C	CMP	SUMMER BELL LN	2.6	12	41
213	D4	C	CMP	POLO PARK DR	3.7	18	56
214	A5, B5	C	CMP	MAPLE CT	0.0	18	65
215	A5	C	CMP		0.0	12	32
216	D2	C	CMP	SUNNYSIDE LN	0.0	12	50
217	I6, I7	B	CMP	TUMBLING WATER DR	0.0	156	68
219	D4	C	CMP	MEADOW CT	0.0	18	39
221	E7	C	CMP	INGLEWOOD PLACE	0.0	12	36
222	H8	C	CMP	RIDGE CREST WAY	0.0	12	22
223	C9	C	CMP	NORTH POINT DR	0.0	18	61
224	H9	B	CONC	ACORN PLACE	0.0	18	31
225	K9	D+	CMP	LOUISE VIEW DR	0.0	24	79
227	H11	A	SBP	MARIGOLD DR	0.0	36	71
228	H11	C	SBP	MARIGOLD DR	0.0	18	95
307	J10	B	SBP	LAKE LOUISE DRIVE - DRIVEWAY	0.0	24	20
308	I8	A	SBP	Wintercress Way	0.0	18	218
314	E6	A	HDPE	BERRY WOOD PLACE	12.0	30	64
315	E4, E5	C-	CMP	POLO PARK DR	0.0	24	45
329	C8, D8	C-	CMP	Floathaven Sea Plane Base Access	0.0	36	340

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
400	D5	C	CMP	SUDDEN VALLEY DRIVE	2.2	12	38
401	E6	B	SBP	LOST FORK LANE - DRIVEWAY	1.3	12	40
402	E6	C	CMP	LOST FORK LANE - DRIVEWAY	1.1	24	41
403	E5	C	CMP	MORNING GLORY DRIVE		18	60
404	E5	C	CMP	POLO PARK DRIVE - DRIVEWAY	1.5	18	79
405	E4	B	SBP	POLO PARK DRIVE - DRIVEWAY	5.5	12	108
406	G8	C	CMP	ROCKY RIDGE DRIVE - DRIVEWAY		12	49
407	G8	C	CMP	ROCKY RIDGE DRIVE		12	65
408.1	I11	D	CMP	LARKSPUR COURT TRAIL		10	20
408.2	I11	D	CMP	LARKSPUR COURT TRAIL	1.3	12	20
409	I11	C	CMP	LAKE LOUISE DRIVE - DRIVEWAYS	11.5	24	396
410	H11	C	CMP	LAKE LOUISE DRIVE - DRIVEWAYS	0.8	12	122
411	E10	C	CMP	WINDWARD DRIVE	28.5	18	296
412	E10	C	CMP	MARINA DRIVE	2.5	12	67
413	E10	C	CMP	JUBILEE LANE - DRIVEWAY		12	71
414	E10	C	CMP	JUBILEE LANE	3.9	12	21
415	E10	C	CMP	BIRDIE LANE	2.4	12	48
416	E10, F10	C	CMP	WINDWARD DRIVE - DRIVEWAYS		12	242
417	D10	C-	CMP	LONGSHORE LANE	1.7	12	32
418	C8, D8	C	CONC	Floathaven Sea Plane Base Access	4.2	36	60
419	D8	C	CMP	Floathaven Sea Plane Base Access	18.7	12	85
420	C9	C	CONC	SANWICK POINT COURT		12	71
421	C9	C	CONC	NORTH POINT DRIVE - DRIVEWAY	0.7	12	25
422	C9	C	CONC	NORTH POINT DRIVE - DRIVEWAY	1.0	12	35
423	C9	C	CMP	NORTH POINT DRIVE - DRIVEWAY	1.5	12	20
424	C9	C	CMP	NORTH POINT DRIVE - DRIVEWAY	0.9	12	21
425	C9	C	CMP	NORTH POINT DRIVE - DRIVEWAY	2.4	24	42
426	C9	B	SBP	NORTH POINT DRIVE - DRIVEWAY	2.6	12	31
427	C9	C	CONC	NORTH POINT DRIVE - DRIVEWAY	1.2	12	22
428	C9	C	CMP	NORTH POINT DRIVE - DRIVEWAY	1.7	12	21
429	E5	C	CMP	POLO PARK DR	1.1	30	26
430	E7	C	CMP	BERRY WOOD PLACE - DRIVEWAY	1.8	12	26
431	E3	C	CMP	LOST LAKE LANE	4.5	18	74
432	D6	D+	CMP	STRAWBERRY CANYON CT	5.4	24	119
433	D6	C	CMP	STRAWBERRY CANYON CT	5.8	12	47
434	J8	C	CMP	SALAL CIRCLE	3.7	12	49

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP

# Culvert Inventory and Hydraulic Analysis

ID #	Map Tile	Rating	Material	Crossing Street	Average Culvert Cover (ft)	Diameter (in)	Length (ft)
435	K8	C	CMP	PINEDROP PLACE	3.2	18	31
436	K8	C	CMP	PINEDROP PLACE	3.2	12	21
437	K8	C	CMP	LOGANBERRY LANE	3.4	24	50
438	J9	C	CMP	OVERLAKE COURT	4.9	20	41
439	F10	C	CMP	JUBILEE LANE - DRIVEWAY		12	62
440	F10	C	CMP	JUBILEE LANE - DRIVEWAY		12	60
441	F10	C	CPP	JUBILEE LANE - DRIVEWAY		18	27
442	F10	C	CMP	JUBILEE LANE		20	31
443	F10	C	CMP	JUBILEE LANE		20	62
444	K11, K12	C	CMP	SOUTHERN CT	5.1	24	60
445	H11, H12	C	CMP	LAKE LOUISE ROAD		12	182
446	K10	C	CMP	STARVIEW LANE	3.3	18	28

Note: Gray Highlighted Culverts are on the 2015 CIP and Yellow Highlighted Culverts are on the 2016-2025 CIP



February 7, 2023

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

RE: Project Scope Letter  
2023 Culvert Cleaning

PNW is providing this project scope letter for the 2023 Culvert Cleaning project. This project supports SVCA’s Maintenance Department with cleaning culverts ahead of evaluation by the engineer as part of the new 10 Year Roads and Drainage Capital Plan. SVCA has over 250 culverts that need to be cleaned for evaluation. This project outsources cleaning of approximately 150 culverts that are larger than SVCA’s equipment can handle. Work is anticipated to begin 2-20-23, and be completed by 4-7-23. Quotes were requested from 5 contractors – Stremler Gravel, Tiger Construction, WRS, Strider Construction, and Dirt Works. Attached for reference is the summary of bids, and bid package that was issued. Stremler Gravel is the low bidder, and PNW recommends SVCA proceed with awarding the contract to Stremler Gravel.

The following is a summary of the overall proposed project cost:

<b>Construction</b>	
- Stremler Gravel – Per Attached	\$187,899.72
- Construction Management – PNW Services, Inc. – Per Attached	\$8,640.00
<b>Total Project Estimate</b>	<b>\$196,539.72</b>

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

Sincerely,

Tyler Andrews  
President

Februar 7 - Bid Tabulation

Project: 2023 Culvert Cleaning

Item #	Description	Quantity	Unit	Stremler Gravel		Tiger Construction, LTD.		Dirt Works Bellingham, Inc.		Strider Construction		WRS	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Schedule A</b>													
1	Mobilization	1	LS	\$ 2,850.00	\$ 2,850.00	\$ 12,900.00	\$ 12,900.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,300.00	\$ 2,300.00
2	Vactor Truck	300	HRS	\$ 227.25	\$ 68,175.00	\$ 210.00	\$ 63,000.00	\$ 275.00	\$ 82,500.00	\$ 280.00	\$ 84,000.00	\$ 370.00	\$ 111,000.00
3	Foreman w/ Tool Truck	300	HRS	\$ 75.00	\$ 22,500.00	\$ 110.00	\$ 33,000.00	\$ 100.00	\$ 30,000.00	\$ 125.00	\$ 37,500.00	\$ 115.00	\$ 34,500.00
4	Flaggers	60	HRS	\$ 65.00	\$ 3,900.00	\$ 46.50	\$ 2,790.00	\$ 50.00	\$ 3,000.00	\$ 70.00	\$ 4,200.00	\$ 46.00	\$ 2,760.00
5	Traffic Control Devices	1	LS	\$ 500.00	\$ 500.00	\$ 165.00	\$ 165.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
6	Operated Excavator - Pit Reload	20	HRS	\$ 135.00	\$ 2,700.00	\$ 130.00	\$ 2,600.00	\$ 150.00	\$ 3,000.00	\$ 200.00	\$ 4,000.00	\$ 196.00	\$ 3,920.00
7	Operated Solo Dump Truck - Pit Reload	20	HRS	\$ 145.00	\$ 2,900.00	\$ 160.00	\$ 3,200.00	\$ 125.00	\$ 2,500.00	\$ 175.00	\$ 3,500.00	\$ 145.00	\$ 2,900.00
8	Offsite Disposal via Truck & Trailer	500	TCY	\$ 17.50	\$ 8,750.00	\$ 22.00	\$ 11,000.00	\$ 20.00	\$ 10,000.00	\$ 13.00	\$ 6,500.00	\$ 18.50	\$ 9,250.00
9	Operated Loader/Excavator - Load	12	HRS	\$ 80.00	\$ 960.00	\$ 130.00	\$ 1,560.00	\$ 150.00	\$ 1,800.00	\$ 200.00	\$ 2,400.00	\$ 196.00	\$ 2,352.00
10	Offsite Disposal	12	HRS	\$ 80.00	\$ 960.00	\$ 130.00	\$ 1,560.00	\$ 150.00	\$ 1,800.00	\$ 200.00	\$ 2,400.00	\$ 196.00	\$ 2,352.00
10	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>Schedule A Subtotal</b>				<b>\$ 118,235.00</b>		<b>\$ 135,215.00</b>		<b>\$ 144,300.00</b>		<b>\$ 153,600.00</b>		<b>\$ 175,982.00</b>	
<b>WSST @ 8.6%</b>				<b>\$ 10,168.21</b>		<b>\$ 11,628.49</b>		<b>\$ 12,409.80</b>		<b>\$ 13,209.60</b>		<b>\$ 15,134.45</b>	
<b>Schedule A Total w/ WSST</b>				<b>\$ 128,403.21</b>		<b>\$ 146,843.49</b>		<b>\$ 156,709.80</b>		<b>\$ 166,809.60</b>		<b>\$ 191,116.45</b>	
<b>Schedule B</b>													
1	Mobilization	1	LS	\$ 2,850.00	\$ 2,850.00	\$ 1,420.00	\$ 1,420.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00
2	Foreman w/ Tool Truck	80	HRS	\$ 75.00	\$ 6,000.00	\$ 110.00	\$ 8,800.00	\$ 100.00	\$ 8,000.00	\$ 125.00	\$ 10,000.00	\$ 115.00	\$ 9,200.00
3	Excavator - 8,000LB Size	30	HRS	\$ 45.00	\$ 1,350.00	\$ 37.50	\$ 1,125.00	\$ 50.00	\$ 1,500.00	\$ 40.00	\$ 1,200.00	\$ 110.00	\$ 3,300.00
4	Excavator - 18,000LB Size	10	HRS	\$ 60.00	\$ 600.00	\$ 65.00	\$ 650.00	\$ 80.00	\$ 800.00	\$ 80.00	\$ 800.00	\$ 130.00	\$ 1,300.00
5	Operator	40	HRS	\$ 65.00	\$ 2,600.00	\$ 84.50	\$ 3,380.00	\$ 65.00	\$ 2,600.00	\$ 120.00	\$ 4,800.00	\$ 87.00	\$ 3,480.00
6	Laborer	80	HRS	\$ 55.00	\$ 4,400.00	\$ 65.50	\$ 5,240.00	\$ 58.00	\$ 4,640.00	\$ 90.00	\$ 7,200.00	\$ 73.00	\$ 5,840.00
7	Traffic Spotter	80	HRS	\$ 65.00	\$ 5,200.00	\$ 46.50	\$ 3,720.00	\$ 48.00	\$ 3,840.00	\$ 70.00	\$ 5,600.00	\$ 73.00	\$ 5,840.00
8	Flagger	40	HRS	\$ 65.00	\$ 2,600.00	\$ 46.50	\$ 1,860.00	\$ 48.00	\$ 1,920.00	\$ 70.00	\$ 2,800.00	\$ 46.00	\$ 1,840.00
9	Operated Solo Dump Truck	40	HRS	\$ 145.00	\$ 5,800.00	\$ 160.00	\$ 6,400.00	\$ 125.00	\$ 5,000.00	\$ 175.00	\$ 7,000.00	\$ 145.00	\$ 5,800.00
10	Onsite SVCA Equipment Moving - Operated Truck & Trailer	20	HRS	\$ 165.00	\$ 3,300.00	\$ 175.00	\$ 3,500.00	\$ 150.00	\$ 3,000.00	\$ 200.00	\$ 4,000.00	\$ 190.00	\$ 3,800.00
11	Offsite Disposal via Truck & Trailer	500	TCY	\$ 17.25	\$ 8,625.00	\$ 22.00	\$ 11,000.00	\$ 20.00	\$ 10,000.00	\$ 13.00	\$ 6,500.00	\$ 18.50	\$ 9,250.00
12	Operated Loader/Excavator - Load	12	HRS	\$ 80.00	\$ 960.00	\$ 130.00	\$ 1,560.00	\$ 150.00	\$ 1,800.00	\$ 200.00	\$ 2,400.00	\$ 196.00	\$ 2,352.00
13	Offsite Disposal	12	HRS	\$ 80.00	\$ 960.00	\$ 130.00	\$ 1,560.00	\$ 150.00	\$ 1,800.00	\$ 200.00	\$ 2,400.00	\$ 196.00	\$ 2,352.00
13	Traffic Control Devices	1	LS	\$ 500.00	\$ 500.00	\$ 165.00	\$ 165.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
14	Materials	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
15	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>Schedule B Subtotal</b>				<b>\$ 54,785.00</b>		<b>\$ 58,820.00</b>		<b>\$ 59,600.00</b>		<b>\$ 65,800.00</b>		<b>\$ 66,302.00</b>	
<b>WSST @ 8.6%</b>				<b>\$ 4,711.51</b>		<b>\$ 5,058.52</b>		<b>\$ 5,125.60</b>		<b>\$ 5,658.80</b>		<b>\$ 5,701.97</b>	
<b>Schedule B Total w/ WSST</b>				<b>\$ 59,496.51</b>		<b>\$ 63,878.52</b>		<b>\$ 64,725.60</b>		<b>\$ 71,458.80</b>		<b>\$ 72,003.97</b>	
<b>Total All Schedules w/ WSST</b>				<b>\$ 187,899.72</b>		<b>\$ 210,722.01</b>		<b>\$ -</b>		<b>\$ 221,435.40</b>		<b>\$ 238,268.40</b>	



February 4, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)  
**Bid Form – 2023 Culvert Cleaning**

Bid submissions are due by 2:00pm on Tuesday, 2-7-23. Email bid submissions to [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com).


Firm Name: Stremler Gravel

<b>Bid Schedule – 2023 Culvert Cleaning</b>					
Item #	Description	Quantity	Unit	Unit Price	Total
<b>Schedule A – Culvert Cleaning</b>					
1.	Mobilization	1	LS	\$2,850	\$ 2,850
2.	Vactor Truck	300	HRS	\$227.25	\$ 68,175
3.	Foreman w/ Tool Truck	300	HRS	\$75	\$ 22,500
4.	Flaggers	60	HRS	\$65	\$ 3,900
5.	Traffic Control Devices	1	LS	\$500	\$ 500
6.	Operated Excavator – Pit Reload	20	HRS	\$135	\$ 2,700
7.	Operated Solo Dump Truck – Pit Reload	20	HRS	\$145	\$ 2,900
8.	Offsite Disposal via Truck & Trailer	500	TCY	\$17.50	\$8,625
9.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 80	\$960
10.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
<b>Schedule A Subtotal</b>					\$118,110.00
<b>WSST @ 8.6%</b>					\$ 10,157.46
<b>Schedule A Total w/ WSST</b>					\$128,267.46

<b>Schedule B – 2023 Culvert Cleaning Support</b>					
1.	Mobilization	1	LS	\$2,850	\$2,850
2.	Foreman w/ Tool Truck	80	HRS	\$75	\$22,500
3.	Excavator – 8,000LB Size	30	HRS	\$45	\$1,350
4.	Excavator – 18,000LB Size	10	HRS	\$60	\$600
5.	Operator	40	HRS	\$65	\$2,600
6.	Laborer	80	HRS	\$55	\$4,400
7.	Traffic Spotter	80	HRS	\$65	\$5,200



8.	Flagger	40	HRS	\$ 65	\$ 2,600
9.	Operated Solo Dump Truck	40	HRS	\$ 145	\$ 5,800
10.	Onsite SVCA Equipment Moving – Operated Truck & Trailer	20	HRS	\$ 165	\$ 3,300
11.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 17.25	\$8,625
12.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$80	\$ 960
13.	Traffic Control Devices	1	LS	\$ 500	\$ 500
14.	Materials	1	EST.	\$5,000.00	\$5,000.00
15.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	<b>Schedule B Subtotal</b>				\$71,285.00
	<b>WSST @ 8.6%</b>				\$ 6,130.51
	<b>Schedule B Total w/ WSST</b>				\$77,415.51

By:   
Signature of Authorized Person

Date: 2-7-23

Print Name & Title: Lane Stremmer - President

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



February 4, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)  
**Bid Form – 2023 Culvert Cleaning**

Bid submissions are due by 2:00pm on Tuesday, 2-7-23. Email bid submissions to [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com).

Firm Name: TIGER CONSTRUCTION LTD.

<b>Bid Schedule – 2023 Culvert Cleaning</b>					
Item #	Description	Quantity	Unit	Unit Price	Total
<b>Schedule A – Culvert Cleaning</b>					
1.	Mobilization	1	LS	\$ 12,900.00	\$ 12,900.00
2.	Vactor Truck	300	HRS	\$ 210.00	\$ 63,000.00
3.	Foreman w/ Tool Truck	300	HRS	\$ 110.00	\$ 33,000.00
4.	Flaggers	60	HRS	\$ 46.50	\$ 2,790.00
5.	Traffic Control Devices	1	LS	\$ 165.00	\$ 165.00
6.	Operated Excavator – Pit Reload	20	HRS	\$ 130.00	\$ 2,600.00
7.	Operated Solo Dump Truck – Pit Reload	20	HRS	\$ 160.00	\$ 3,200.00
8.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 22.00	\$ 11,000.00
9.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 130.00	\$ 1,560.00
10.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
<b>Schedule A Subtotal</b>					<b>\$ 135,215.00</b>
<b>WSST @ 8.6%</b>					<b>\$ 11,628.49</b>
<b>Schedule A Total w/ WSST</b>					<b>\$ 146,843.49</b>

<b>Schedule B – 2023 Culvert Cleaning Support</b>					
1.	Mobilization	1	LS	\$ 1,420.00	\$ 1,420.00
2.	Foreman w/ Tool Truck	80	HRS	\$ 110.00	\$ 8,800.00
3.	Excavator – 8,000LB Size	30	HRS	\$ 37.50	\$ 1,125.00
4.	Excavator – 18,000LB Size	10	HRS	\$ 65.00	\$ 650.00
5.	Operator	40	HRS	\$ 84.50	\$ 3,380.00
6.	Laborer	80	HRS	\$ 65.50	\$ 5,240.00
7.	Traffic Spotter	80	HRS	\$ 46.50	\$ 3,720.00



8.	Flagger	40	HRS	\$ 46.50	\$ 1,860.00
9.	Operated Solo Dump Truck	40	HRS	\$ 160.00	\$ 6,400.00
10.	Onsite SVCA Equipment Moving – Operated Truck & Trailer	20	HRS	\$ 175.00	\$ 3,500.00
11.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 22.00	\$ 11,000.00
12.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 130.00	\$ 1,560.00
13.	Traffic Control Devices	1	LS	\$ 165.00	\$ 165.00
14.	Materials	1	EST.	\$5,000.00	\$5,000.00
15.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	<b>Schedule B Subtotal</b>				<b>\$ 58,820.00</b>
	<b>WSST @ 8.6%</b>				<b>\$ 5,058.52</b>
	<b>Schedule B Total w/ WSST</b>				<b>\$ 63,878.52</b>

By:   
Signature of Authorized Person

Date: 2/07/2023

Print Name & Title: DEREK ISENHART, VICE PRESIDENT

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

February 4, 2023 Attn: Bidders  
 RE: Sudden Valley Community Association (SVCA)

**Bid Form – 2023 Culvert Cleaning**


Bid submissions are due by 2:00pm on Tuesday, 2-7-23. Email bid submissions to [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com).



Firm Name: Dirt Works Bellingham, Inc

Bid Schedule – 2023 Culvert Cleaning					
Item #	Description	Quantity	Unit	Unit Price	Total
<b>Schedule A – Culvert Cleaning</b>					
1.	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2.	Vactor Truck	300	HRS	\$ 275.00	\$ 82,500.00
3.	Foreman w/ Tool Truck	300	HRS	\$ 100.00	\$ 30,000.00
4.	Flaggers	60	HRS	\$ 50.00	\$ 3,000.00
5.	Traffic Control Devices	1	LS	\$ 1,500.00	\$ 1,500.00
6.	Operated Excavator – Pit Reload	20	HRS	\$ 150.00	\$ 3,000.00
7.	Operated Solo Dump Truck – Pit Reload	20	HRS	\$ 125.00	\$ 2,500.00
8.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 20.00	\$ 10,000.00
9.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 150.00	\$ 1,800.00
10.	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00
<b>Schedule A Subtotal</b>					\$ 144,300.00
<b>WSST @ 8.6%</b>					\$ 12,409.80
<b>Schedule A Total w/ WSST</b>					\$ 156,709.80

Schedule B – 2023 Culvert Cleaning					
Item #	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2.	Foreman w/ Tool Truck	80	HRS	\$ 100.00	\$ 8,000.00
3.	Excavator – 8,000LB Size	30	HRS	\$ 50.00	\$ 1,500.00
4.	Excavator – 18,000LB Size	10	HRS	\$ 80.00	\$ 800.00
5.	Operator	40	HRS	\$ 65.00	\$ 2,600.00
6.	Laborer	80	HRS	\$ 58.00	\$ 4,640.00
7.	Traffic Spotter	80	HRS	\$ 48.00	\$ 3,840.00
8.	Flagger	40	HRS	\$ 48.00	\$ 1,920.00
9.	Operated Solo Dump Truck	40	HRS	\$ 125.00	\$ 5,000.00
10.	Onsite SVCA Equipment Moving – Operated Truck & Trailer	20	HRS	\$ 150.00	\$ 3,000.00
11.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 20.00	\$ 10,000.00
12.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 150.00	\$ 1,800.00
13.	Traffic Control Devices	1	LS	\$ 1,500.00	\$ 1,500.00
14.	Materials	1	EST.	\$ 5,000.00	\$ 5,000.00
15.	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00
<b>Schedule B Subtotal</b>					\$ 61,520.00
<b>WSST @ 8.6%</b>					\$ 5,290.72
<b>Schedule B Total w/ WSST</b>					\$ 66,810.72

By:   
 Signature of Authorized Person

Date: 2-7-23

Print Name & Title: Jim LeBlonde president

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



February 4, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)  
**Bid Form – 2023 Culvert Cleaning**

Bid submissions are due by 2:00pm on Tuesday, 2-7-23. Email bid submissions to [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com).


Firm Name: Strider Construction Co., Inc.

<b>Bid Schedule – 2023 Culvert Cleaning</b>					
Item #	Description	Quantity	Unit	Unit Price	Total
<b>Schedule A – Culvert Cleaning</b>					
1.	Mobilization	1	LS	\$ 6,000.00	\$ 6,000.00
2.	Vactor Truck	300	HRS	\$ 280.00	\$ 84,000.00
3.	Foreman w/ Tool Truck	300	HRS	\$ 125.00	\$ 37,500.00
4.	Flaggers	60	HRS	\$ 70.00	\$ 4,200.00
5.	Traffic Control Devices	1	LS	\$ 500.00	\$ 500.00
6.	Operated Excavator – Pit Reload	20	HRS	\$ 200.00	\$ 4,000.00
7.	Operated Solo Dump Truck – Pit Reload	20	HRS	\$ 175.00	\$ 3,500.00
8.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 13.00	\$ 6,500.00
9.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 200.00	\$ 2,400.00
10.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
<b>Schedule A Subtotal</b>					\$ 153,600.00
<b>WSST @ 8.6%</b>					\$ 13,209.60
<b>Schedule A Total w/ WSST</b>					\$ 166,809.60

<b>Schedule B – 2023 Culvert Cleaning Support</b>					
1.	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
2.	Foreman w/ Tool Truck	80	HRS	\$ 125.00	\$ 10,000.00
3.	Excavator – 8,000LB Size	30	HRS	\$ 40.00	\$ 1,200.00
4.	Excavator – 18,000LB Size	10	HRS	\$ 80.00	\$ 800.00
5.	Operator	40	HRS	\$ 120.00	\$ 4,800.00
6.	Laborer	80	HRS	\$ 90.00	\$ 7,200.00
7.	Traffic Spotter	80	HRS	\$ 70.00	\$ 5,600.00



8.	Flagger	40	HRS	\$ 70.00	\$ 2,800.00
9.	Operated Solo Dump Truck	40	HRS	\$ 175.00	\$ 7,000.00
10.	Onsite SVCA Equipment Moving – Operated Truck & Trailer	20	HRS	\$ 200.00	\$ 4,000.00
11.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 13.00	\$ 6,500.00
12.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 200.00	\$ 2,400.00
13.	Traffic Control Devices	1	LS	\$ 500.00	\$ 500.00
14.	Materials	1	EST.	\$5,000.00	\$5,000.00
15.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	<b>Schedule B Subtotal</b>				\$ 65,800.00
	<b>WSST @ 8.6%</b>				\$ 5,658.80
	<b>Schedule B Total w/ WSST</b>				\$ 71,458.80

By:   
Signature of Authorized Person

Date: 2/7/2023

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

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



February 4, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)  
**Bid Form – 2023 Culvert Cleaning**

Bid submissions are due by 2:00pm on Tuesday, 2-7-23. Email bid submissions to [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com).

Firm Name: Western Refinery Services, Inc.

<b>Bid Schedule – 2023 Culvert Cleaning</b>					
Item #	Description	Quantity	Unit	Unit Price	Total
<b>Schedule A – Culvert Cleaning</b>					
1.	Mobilization	1	LS	\$ 2,300.00	\$ 2,300.00
2.	Vactor Truck	300	HRS	\$ 370.00	\$ 111,000.00
3.	Foreman w/ Tool Truck	300	HRS	\$ 115.00	\$ 34,500.00
4.	Flaggers	60	HRS	\$ 46.00	\$ 2,760.00
5.	Traffic Control Devices	1	LS	\$ 2,000.00	\$ 2,000.00
6.	Operated Excavator – Pit Reload	20	HRS	\$ 196.00	\$ 3,920.00
7.	Operated Solo Dump Truck – Pit Reload	20	HRS	\$ 145.00	\$ 2,900.00
8.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 18.50	\$ 9,250.00
9.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 196.00	\$ 2,352.00
10.	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00
<b>Schedule A Subtotal</b>					\$ 175,982.00
<b>WSST @ 8.6%</b>					\$ 15,134.45
<b>Schedule A Total w/ WSST</b>					\$ 191,116.45

<b>Schedule B – 2023 Culvert Cleaning Support</b>					
1.	Mobilization	1	LS	\$ 2,300.00	\$ 2,300.00
2.	Foreman w/ Tool Truck	80	HRS	\$ 115.00	\$ 9,200.00
3.	Excavator – 8,000LB Size	30	HRS	\$ 110.00	\$ 3,300.00
4.	Excavator – 18,000LB Size	10	HRS	\$ 130.00	\$ 1,300.00
5.	Operator	40	HRS	\$ 87.00	\$ 3,480.00
6.	Laborer	80	HRS	\$ 73.00	\$ 5,840.00
7.	Traffic Spotter	80	HRS	\$ 73.00	\$ 5,840.00

# PNW

SERVICES, INC.

8.	Flagger	40	HRS	\$ 46.00	\$ 1,840.00
9.	Operated Solo Dump Truck	40	HRS	\$ 145.00	\$ 5,800.00
10.	Onsite SVCA Equipment Moving – Operated Truck & Trailer	20	HRS	\$ 190.00	\$ 3,800.00
11.	Offsite Disposal via Truck & Trailer	500	TCY	\$ 18.50	\$ 9,250.00
12.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$ 196.00	\$ 2,352.00
13.	Traffic Control Devices	1	LS	\$ 2,000.00	\$ 2,000.00
14.	Materials	1	EST.	\$ 5,000.00	\$ 5,000.00
15.	Minor Changes	1	EST.	\$ 5,000.00	\$ 5,000.00
	<b>Schedule B Subtotal</b>				\$ 66,302.00
	<b>WSST @ 8.6%</b>				\$ 5,701.97
	<b>Schedule B Total w/ WSST</b>				\$ 72,003.97

By:   
 Signature of Authorized Person

Date: 2-6-2023

Print Name & Title: Ryan Likkel / CEO

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



February 4, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)  
**Quote Request – 2023 Culvert Cleaning**

SVCA is requesting quotes for the 2023 Culvert Cleaning Project. SVCA is engaging an engineering firm to evaluate the roads and drainage. This project is focused on cleaning culverts for the engineer to be able to complete a proper evaluation. SVCA has approximately 250 culverts this project will be focused on. SVCA's maintenance department will be independently cleaning the smaller culverts, typically 12" diameter, and under 30' length. This Contract is anticipated to clean approximately 150 culverts spread throughout SVCA. The work required at each culvert will vary, but may include:

- Exposing a buried culvert.
- Creating a culvert inlet / outlet.
- Minor ditching to provide positive drainage when culverts are fully buried.
- Jetting of culverts.

SVCA will provide the contractor with direction on which culverts to clean, and a priority order.

#### Summary of Work:

1. The project will go in front of the SVCA Board on Thursday, 2-9-23, for contract award. NTP is anticipated 2-20-23, or sooner, upon contract execution.
2. All work is assumed to be completed under 1 mobilization.
  - a. Contractor may work 1 or multiple locations at a time.
  - b. Once a location is started the contractor is required to continuously work until complete under typical working hours/days.
  - c. All work is assumed to be completed by 4-7-23, unless weather days are agreed to with SVCA.
3. SVCA work hours are 8:00am – 7:00pm Monday thru Friday, and 8:00am – 6:00pm Saturday.
4. SVCA will allow contractor staging in the overflow parking lot located across from Gate 5 along Lake Louis Road. There is very limited staging available at each work location.
5. Fridays are garbage/recycling day in Sudden Valley. Contractor shall not interfere with this pickup. If Contractor plans to have the road obstructed on Friday's other arrangements shall be coordinated by the Contractor for garbage/recycling collection.
6. Traffic control per MUTCD and WSDOT standards.
7. Installation shall follow WSDOT specifications and standards.
8. Force account work to receive 15% markup. Contractor to provide proposed force account rates for labor and equipment with Bid Proposal.
9. This is a private project, and prevailing wages are not applicable.

#### Scope of Work Clarifications:

- Schedule A – 2023 Culvert Cleaning



- Bid Item 2 – A vactor truck will be utilized to expose culverts, and jet them clean. The vactor truck is assumed to be a traditional full-size truck with a capacity of 9-12 CY, and be setup for jetting. Travel time to and from SVCA is considered incidental to the hourly rate. The vactor truck will dump onsite in a pit commonly used by vactor trucks at Area Z – SVCA’s maintenance yard. Area Z is located off Lake Louis Road approximately a .25 mile from Gate 5. SVCA will supply the contractor with water via a hydrant meter at Area Z.
- Bid Item 3 – The foreman is expected to support the vactor truck with layout on culvert locations, spot for traffic as needed, and provide a daily force account summary sheet to SVCA.
- Bid Item 4 – The majority of SVCA’s roads have minimal traffic and flagging isn’t necessary. SVCA will coordinate with the contractor on main roads when flagging is preferred.
- Bid Items 6-9 – The vactor truck dumping pit at Area Z will require periodic cleaning. These items cover the following:
  - Excavation of dumped material, and hauling to the Gate 5 staging area via solo dump truck. This is approximately a .25-mile haul. The frequency of this will vary depending on culvert cleaning, but will likely be every 3<sup>rd</sup> day.
  - From the Gate 5 staging area the contractor will be able to stockpile material, and then reload for offsite disposal via truck and trailer.
- Schedule B – 2023 Culvert Cleaning Support
  - This schedule of work will follow the vactor truck operation, and provide culvert cleaning support. This may include:
    - Nothing at some culverts.
    - Minor ditching where culverts were fully buried and now exposed.
    - Placement of jute matting or 2x4 quarry spalls to stabilize soil where excavation occurred. SVCA has a stockpile of jute matting and quarry spalls onsite the contractor shall use, and then supplement as coordinated with SVCA.
    - Most of this work is anticipated to be completed with a traffic spotter.
  - It is assumed this operation will stage out of the Gate 5 area. Solo dump trucks will be used as needed throughout SVCA, and will dump or reload at Gate 5. Import / export will utilize truck and trailer hauling at Gate 5.
  - The foreman will be expected to coordinate with SVCA on scope of work for each culvert location, and provide SVCA with a daily force account sheet.

Attachments:

1. Bid Form – 2 Pages
2. Drawings – SVCA Map of Culvert Locations
3. SVCA Summary of Culverts – 8 Pages
4. SVCA Standard Contract – 12 Pages



Questions shall be directed to Tyler Andrews at [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com) or 360-739-2072. Contractors are encouraged to independently visit the site; no formal pre-bid is scheduled. Bids are due by 2:00 pm on Tuesday, 2-7-23. Email bid submissions to [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com).



February 4, 2023

Attn: Bidders

RE: Sudden Valley Community Association (SVCA)  
**Bid Form – 2023 Culvert Cleaning**

Bid submissions are due by 2:00pm on Tuesday, 2-7-23. Email bid submissions to [tylera@pnwcivil.com](mailto:tylera@pnwcivil.com).

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

<b>Bid Schedule – 2023 Culvert Cleaning</b>					
Item #	Description	Quantity	Unit	Unit Price	Total
<b>Schedule A – Culvert Cleaning</b>					
1.	Mobilization	1	LS	\$	\$
2.	Vactor Truck	300	HRS	\$	\$
3.	Foreman w/ Tool Truck	300	HRS	\$	\$
4.	Flaggers	60	HRS	\$	\$
5.	Traffic Control Devices	1	LS	\$	\$
6.	Operated Excavator – Pit Reload	20	HRS	\$	\$
7.	Operated Solo Dump Truck – Pit Reload	20	HRS	\$	\$
8.	Offsite Disposal via Truck & Trailer	500	TCY	\$	\$
9.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$	\$
10.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
<b>Schedule A Subtotal</b>					\$
<b>WSST @ 8.6%</b>					\$
<b>Schedule A Total w/ WSST</b>					\$

<b>Schedule B – 2023 Culvert Cleaning Support</b>					
1.	Mobilization	1	LS	\$	\$
2.	Foreman w/ Tool Truck	80	HRS	\$	\$
3.	Excavator – 8,000LB Size	30	HRS	\$	\$
4.	Excavator – 18,000LB Size	10	HRS	\$	\$
5.	Operator	40	HRS	\$	\$
6.	Laborer	80	HRS	\$	\$
7.	Traffic Spotter	80	HRS	\$	\$



8.	Flagger	40	HRS	\$	\$
9.	Operated Solo Dump Truck	40	HRS	\$	\$
10.	Onsite SVCA Equipment Moving – Operated Truck & Trailer	20	HRS	\$	\$
11.	Offsite Disposal via Truck & Trailer	500	TCY	\$	\$
12.	Operated Loader/Excavator – Load Offsite Disposal	12	HRS	\$	\$
13.	Traffic Control Devices	1	LS	\$	\$
14.	Materials	1	EST.	\$5,000.00	\$5,000.00
15.	Minor Changes	1	EST.	\$5,000.00	\$5,000.00
	<b>Schedule B Subtotal</b>				\$
	<b>WSST @ 8.6%</b>				\$
	<b>Schedule B Total w/ WSST</b>				\$

By: \_\_\_\_\_  
Signature of Authorized Person

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

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

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

**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:

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(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.

	<b>Per Occurrence Coverage</b>	<b>Aggregate Coverage</b>
<b>General Commercial Liability</b>	\$1,000,000	\$2,000,000
<b>Automobile Liability</b>	\$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  
**2023 Culvert Cleaning**  
 PNW Estimate - Construction Management

Task	Description	Hours	Estimated Cost
Construction Management			
	Issue construction contract.	2	
	Construction oversight - part time assumed - 30 days at 2 hours per day.	60	
	Project closeout.	2	
	<b>Total Estimated Construction Management Hours</b>	64	<b>\$ 8,640.00</b>
	<b>Total Estimated</b>		<b>\$ 8,640.00</b>



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

## CAPITAL REQUEST MEMO

**To: Sudden Valley Community Association Board of Directors**

**From: Jo Anne Jensen, General Manager**

**Date: February 9, 2023**

**Subject: Capital Request – Ten-Year Capital Roads and Drainage Improvement Plan**

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### Purpose

To request approval of a contract with Impact Design for the creation of a ten-year capital improvement roads and drainage plan.

### Background

In November 2022, the SVCA Board of Directors approved the selection of Impact Design as the most qualified consultant to create a ten-year capital improvement plan for roads and drainage and directed the General Manager to negotiate a contract for this work.

An iterative approach was taken to the development of a scope document and budget estimates for the proposed work. The documents submitted by Impact Design were reviewed by an internal team composed of Jo Anne Jensen, General Manager, Mike Brock, Maintenance Superintendent, Tyler Andrews, Construction Manager, and AJ Tischleder, Board President, and went through several iterations.

### Analysis

The scope document identifies these deliverables:

- Sudden Valley Base Map
- Procedure for Identifying & Rating Problematic Roadway & Drainage Infrastructure
- Inventory and Rating of Problematic Roadway and Drainage Infrastructure
- Project Preliminary Cost Estimate and Budgeting
- Community Outreach and Coordination
- Final 10-Year Capital Roads, Drainage, And Pedestrian Improvement Program Plan

The Fee Schedule gives a detailed breakdown of the labor categories and level of effort for each of the deliverables, along with a not to exceed cost for the work of \$132,350.

The scope document reflects an approach that makes best use of materials already developed by Sudden Valley and the fee schedule reflects efficiencies created by identifying aspects of the work that can be completed by staff resources. For example, the initially proposed

approach to inspection was for Impact Design to inform SVCA Maintenance when a culvert could not be evaluated because it was blocked with soil and/or organic matter. SVCA would then clean the culvert and Impact Design would return to complete the inspection. Through discussion, it was found that this approach required more man-hours because blocked culverts would have to be visited twice. The approach reflected in the final scope takes into account that SVCA will be cleaning culverts in advance of the inspection, eliminating multiple visits.

The initial scope document also included work to develop a ten-year plan for the creation of a Master Plan for a pedestrian trail network. After consideration, Impact Design was asked to document that work in a separate proposal, since SVCA would need to fund it from a different source than the roads and drainage portion of the work.

**Timeline**

Impact Design is able to begin work immediately upon approval and anticipate delivery of the final report at the end of October.

**Proposal**

Authorize the General Manager to execute a not to exceed contract with Impact Design in the amount of \$132,350.

**Request**

Request that the board approve that \$132,350 from the Roads Reserve Fund be allocated for this project.

**Motion**

Move that the Board of Directors approve the allocation of \$132,350 from the Roads Reserve Fund for the creation of a ten-year roads and drainage capital improvement program and the execution of the contract, by SVCA's General Manager Jo Anne Jensen, with Impact Design to complete said project.

**Board of Directors Approval**

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

**Contract**

**Sudden Valley Community Association**

Project Name: Ten-Year Capital Roads & Drainage Improvement Plan

Consultant: Impact Design (“Consultant”)

Address: 5426 Barrett Road, Ferndale WA 98248

Consultant Contact: Scott Goodall, Principal

Contact Phone: 360-389-8138

Contact Email: scott@bold-impact.com

**SCOPE OF WORK:** See Attached Exhibit “A”

**TERM OF AGREEMENT:**

The term of this agreement shall commence with execution of this document and will terminate upon the earlier of the following: (i) when all tasks associated with the scope of services herein have been completed by Consultant or (ii) earlier termination by SVCA as provided herein.

**COMPENSATION:**

Consultant shall be compensated on the basis of hours worked and expenses incurred by its employees at the rates or amounts shown herein. See Attached Exhibit B

**This contract is limited to a total expenditure of \$132,350.**

This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. This Contract is made with Consultant. Consultant shall not use any Subconsultants or third parties to perform the Services without the prior written approval of SVCA.

**THIS AGREEMENT IS SUBJECT TO THE GENERAL PROVISIONS ATTACHED HERETO AND INCORPORATED HEREIN.**

This Agreement is made and entered into February XX, 2023.

**SUDDEN VALLEY COMMUNITY ASSOCIATION    IMPACT DESIGN**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## GENERAL PROVISIONS

**1. Termination for failure to perform.** This Contract may be terminated by either party upon three (3) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of SVCA. In the event of termination, Consultant shall be compensated for satisfactory services performed to the termination date by reimbursement of Consultant's actual costs directly related to the project plus normal overhead and reasonable profit. In no case, however, shall such reimbursement exceed any agreed-upon fee as approved and amended by SVCA. Any work product generated by Consultant prior to such termination shall be the sole property of SVCA, and Consultant agrees to provide SVCA with all such materials as a condition of payment.

**2. Termination at SVCA's Option.** This Contract may also be terminated by SVCA at any time for any reason whatsoever, at the sole discretion of SVCA, with seven (7) days' written notice. In the event of such termination, compensation shall be paid as provided in Paragraph 2 above.

**3. Charges for Additional Services – Prior Approval.** Consultant shall obtain the prior written approval of SVCA for any charges for additional services by Consultant other than as described herein, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

**4. Monthly Progress Statements.** Unless provided for differently on the front of this Contract, Consultant shall submit monthly statements, including project budget status and a narrative progress description of services rendered acceptable to SVCA. SVCA shall make prompt monthly payments for work completed to SVCA's satisfaction and billed before the first day of the month.

**5. Applicable Law.** All federal, state and local

laws applicable in the rendering of the services by Consultant shall be complied with in all respects by Consultant, as shall all rules and regulations of SVCA and any other governmental agency. Consultant shall be registered to do business in the State of Washington and provide proof of the same to SVCA.

**6. Deviations from Scope of Work.** SVCA may, at any time, issue written directions within the general scope of this Contract. If any such direction causes an increase or decrease in the cost of this Contract or otherwise affect any other provision of this Contract, Consultant shall immediately notify SVCA and take no further action concerning those written directions until such time as the parties have executed a written change order. No additional work shall be performed or charges incurred unless and until SVCA approves in writing the change order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of Consultant.

**7. SVCA Review of Title Documents and Permit Documents.** Prior to the submission of any documents related to any permits or the execution or recordation of any documents affecting title to any property, the said document shall be reviewed by SVCA. SVCA shall be responsible for all costs associated with such review.

**8. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Contract. Consultant further covenants that in the performance of this Contract, no person having such interest shall be employed by it or any of its subcontractors.

**9. Insurance.** During the performance of this Contract, Consultant shall provide SVCA, within ten (10) days of execution of this Contract, with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(a) Workers' Compensation Insurance as required by law.

(b) Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or in behalf of Consultant with a Five Hundred Thousand Dollar (\$500,000) combined single limit for bodily injury and/or property damage per occurrence, and an annual aggregate limit of One Million Dollars (\$1,000,000).

(c) Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where Consultant will have employees located in the performance of its work covering its common law liability to such employees.

(d) Each of the policies required herein shall name SVCA as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy and (ii) contain an express waiver of any right of subrogation by the insurance company against SVCA and its elected officials, employees, or agent.

(e) Consultant shall furnish SVCA with an endorsement and Certificates of Insurance evidencing policies of insurance required herein and evidencing policies of insurance required above for its subcontractors within ten (10) days of contract execution or retention of sub-consultant. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give SVCA written notice in the event of insurance company's or companies' cancellation or material changes in any of the policies. The Certificates of Insurance shall give a brief description of the work being performed under this Contract.

**10. Indemnification.** Consultant shall defend, indemnify, and hold harmless SVCA, its officers, employees, and agents from any and all demands, claims, judgments, or liabilities arising from and to the extent caused by any act or omission of Consultant or its directors, officers, agents, or employees arising from this Contract. SVCA will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its

directors, officers, agents, or employees. Thereafter Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its reasonable proportionate cost of the defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, SVCA will reasonably cooperate with Consultant in allowing Consultant to jointly select, with SVCA, attorneys to defend SVCA and Consultant so long as Consultant agrees to pay its proportionate share of defense costs.

**11. Confidentiality.** Any reports, documents, questionnaires, records, information or data given to Consultant or prepared or assembled under this Contract shall be kept confidential unless a specific written waiver is obtained from SVCA and shall not be made available by Consultant to any individual or organization without prior written approval of SVCA except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Contract.

**12. Plans, etc., Property of SVCA.** All original plans, drawings and specifications prepared for SVCA and funded by SVCA are and shall remain the property of SVCA whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to SVCA and that was developed independent of funding by SVCA. Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by Consultant and funded by SVCA shall become the property of SVCA. No reports, records, questionnaires, software programs provided by SVCA or other documents produced in whole or in part by Consultant under this contract shall be the subject of an application for copyright by or on behalf of Consultant.

**13. Electronic File Compatibility.** All electronically-transmitted output must be compatible with existing SVCA software.

Consultants shall check with SVCA for software application and system compatibility. The preferred mode of file transfer to SVCA systems is as an attachment to internet e-mail. Zip disks are the desired mode for file transport when Internet connectivity is not available to the vendor/consultant.

or his/her supervisors are authorized to direct the work of Consultant.

**14. Payment of Sub-Consultants.** At the time of project completion, Consultant agrees to certify to SVCA that sub-consultants have been paid in full. Final payment shall be preconditioned upon receipt of such certification by SVCA. Consultant shall be solely responsible for the performance of any sub-consultant. All such sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington. SVCA may, in its sole discretion, withhold final payment until receipt of such certification.

**15. Non-Discrimination.** In connection with the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam-era veteran. Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged person or a disabled or Vietnam-era veteran.

**16. Jurisdiction.** This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue for any disputes under this Contract shall be solely in the courts of Whatcom County, Washington. Each party expressly waives the right to a jury trial.

**17. Entire Agreement.** This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Contract that references the intent of the parties to amend this Contract. There is no other oral or written understanding between the parties concerning this matter. Consultant specifically understands that no SVCA employees other than the project manager



Professional Engineering Services for 10-Year Capital Roads,  
Drainage, And Pedestrian Improvement Program Scope

January 30, 2023

Jo Anne Jensen  
General Manager  
360-734-6430 x321  
jjensen@suddenvalley.com

Sudden Valley Community Association  
4 Clubhouse Circle  
Bellingham, WA 98229

The Impact Design team is very excited to work with the Sudden Valley Community Association (SVCA) on the 10-Year Capital Roads, Drainage, and Pedestrian Improvement Program project. As a local team invested in our community, we strive to provide they very best and most efficient engineering, planning and environmental services for our clients.

SVCA is requesting a scope and fee estimate for this project. We appreciate the quick return on selection of our firm and will do our best to expedite answers to any scope, fee, and contracting questions for this work. We are ready to start on this project right away. As requested, the SOQ will be revised to reflect the proposed timeframe of this project.

**Scope**

Our approach to creating the 10-Year Capital Roads, Drainage, and Pedestrian Improvement Program with SVCA is a step-by-step procedure to meet the requirements of all stakeholders. Our scope assumes cooperative participation from the SVCA, the community, utility interests and SVCA former consultants. This cooperation will help assure the complete, timely, effective, and efficient deliverables. The below deliverable schedule is intended to provide the most efficient pathway to producing a final 10 Year Capital Improvement Program document. We anticipate that this product will include the following specific items:

- **Procedure Used for Identifying and Rating Problematic Roadway and Drainage Infrastructure**
- **Inventory and Rating of Problematic Roadway and Drainage Infrastructure**

- **Community Outreach**
- **Project Preliminary Cost Estimate and Budgeting**
- **Final 10-Year Capital Roads, Drainage, And Pedestrian Improvement Program**

We also plan to include all pertinent and available previous data collected by SVCA in our final product. This consolidation will build on the information that the SVCA has already acquired and provide a package that can be easily referenced. Our goal is to provide an easy-to-use reference document to be used over the next 10-years by SVCA for decision making guidance on budgetary expenditures and improvements.

We understand that a Trail System Master Plan will also be performed at the same time as the 10-year Capital Improvement Plan. Many of the different items between these two scopes will reference each other and be mutually beneficial. The synergy of these two projects will be important to their success.

### Deliverable Products

#### 1. **Sudden Valley Base Map**

The Impact Design Team will use currently available survey data, digital drawings, and GIS data to update the Sudden Valley Base Map. We will meld these files into an easy-to-read visual data source for the Sudden Valley Community. A legible and accurate Base Map is also essential to any realistic cost estimation for this work. This base map will include:

- Private and public property parcel linework
- LiDAR elevation data
- Identification of SVCA Owned Properties
- Inventory of Significant Culvert and Bridge Crossings Including
  - Culvert or Bridge Size
  - Culvert or Bridge Material
  - Estimated Culvert Age<sup>1</sup>
  - Fish Passage Designation of Reach or Stream
  - Driveway Culverts will not be Inventoried or Inspected
- Publicly Available Critical Areas Data

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<sup>1</sup> We will provide more accurate dates based on any as-built information provided by SVCA.

It is understood that much of this work has already been completed by a previous consultant, However, updates to the map system will be required. This base map will be used for the 10-year Capital Improvement Plan as well as Trail System Master Plan which will be started in tandem with this project.

### 2. Technical Memorandum #1: Procedure for Identifying & Rating Problematic Roadway & Drainage Infrastructure

The Impact Design Team will use an existing a rating system previous prepared by other consultants for identifying failing infrastructure including observation, testing and categorization. By building a system to prioritize projects based on the expectations of SVCA, we will be able to determine the types of projects best aligned with such expectations. This procedure will help identify what *must* be done, what *should* be done and what we would *like* to do. These Initial considerations include:

- Anticipated Risk of Failure to Community
- Severity of Damage
- Current and Future Roadway Usability
- Stormwater Capacity
- Public Safety Infrastructure Improvements
- Number of Residences Served by the Improvement

The level of use of the infrastructure and importance of the proposed infrastructure should also be considered.

Below are a few examples of these considerations:

- School Bus/Whatcom Transit Authority Routes
- High Traffic Routes
- Emergency Services Access
- Utility Displacement
- Apparent Environmental Impacts and Costs
- Vehicle Safety Concerns

### 3. Technical Memorandum #2: Inventory and Rating of Problematic Roadway and Drainage Infrastructure

With the rating system and priorities of the SVCA clearly identified, the Impact Design team will provide an extensive inventory of the roadway and drainage facilities that are currently failing or will likely need repair over

the next 10 years. With rating system in place, we will prioritize the projects that will affect the most users and the most critical users.

Impact Design will perform a site investigation of the 40-plus miles of roadway and 250-plus culverts in Sudden Valley. Our intent is to focus our efforts on the culverts and roadways that are most likely to need repair. We will work closely with SVCA Maintenance and other entities to use their knowledge to determine previously defined problematic areas and repairs. The goal is to provide a desktop accessible document of both new and information already prepared by SVCA. Building on what has already been accomplished will be the most efficient with our work and timeline and SVCA's budget.

Site investigations will include:

- Verification of Culvert Inventory
  - Culvert Size
  - Culvert Material
  - Approximate Culvert Age
  - Approximate Number of Residences each Culvert Serves
- Inspection of Culverts:
  - An initial "flashlight" inspection of all culverts 8 inches in diameter or greater will be performed on SVCA property.
  - Camera inspection of the culverts will not be included.
  - SVCA will perform cleaning of all culverts ahead of inspection including clearing the ends and jetting the culverts if necessary.
  - No inspection of driveway culverts will be performed.
- Inspection of Ditches:
  - A visual inspection of all ditch lines will be performed in tandem with the roadway inspection.
- Rating of Problematic Culverts and Ditches will be based on:
  - Sedimentation
  - Flow Capacity Concerns
  - Physical Damage
  - Inlet and Outlet Erosion
  - Corrosion and/or Deterioration

- Rating of Roadway Sections:
  - Every mile of roadway will be walked and inspected

Impact will coordinate with the Lake Whatcom Water and Sewer District, Puget Sound Energy, Cascade Natural Gas and other utility providers to align work to best serve the needs to the community. We will discuss the schedule of any future repairs to make sure that our improvement plans are consistent. This will eliminate the potential for utility work to be schedule out of phase with road repairs.

#### **4. Project Preliminary Cost Estimate and Budgeting**

After input from SVCA, the Impact Design team will provide preliminary cost estimates for 10-30 capital projects to be scheduled over the next 10 years. The highest rated projects will be prioritized. Cost Estimates for each project will be provided including soft costs, construction costs, inflation, and contingency. Depending on the financial assets of SVCA, we may recommend alternate grant funding sources, if applicable.

Preliminary plans will be developed for non-site specific projects. These preliminary plans would include a generic proposed civil design designed off a GIS level base map, LiDAR and Aerial Photogrammetry. No survey ore site-specific environmental review is proposed for this scope item.

#### **5. Community Outreach and Coordination**

It will be important to hold one or two public meetings to discuss upcoming civil improvement projects with the community. These meetings will be more informative and explanatory to why certain improvement projects were prioritized over others based on cost, risk, and reward. Descriptions of these projects and timeframes will be presented along with preliminary designs, if applicable.

#### **6. Final 10-Year Capital Roads, Drainage, And Pedestrian Improvement Program Plan**

The three previous technical memos and cost estimate budgeting figures will be included in a narrative that includes the cost estimate, budgeting and schedule for the 10-Year Sudden Valley Roads, Drainage, And Pedestrian Improvement Capital Program. This will include the following items:

- Improvement Type and Location
- Improvement Length

- Source of Funding
- Expenditure Schedule
- Project Descriptions
- Anticipated Permitting Required
- Comprehensive Database to be Updated Yearly
  - This database will be in PDF and Excel Format. A PDF map of the culvert, roadway and project locations will be provided along with an Excel database of information collected.

- **Items To Be Provided by SVCA:**

Impact's simple goal is to *provide the best product at the lowest practicable cost*. This means that our team must collect and use all existing data as effectively as possible. With this in mind, we expect that our team will have ready access to all the data that SVCA can supply. In general, SVCA already has ownership of all work products (in digital format including AutoCAD drawing, GIS file, survey files and spreadsheets). SVCA can help speed our work and save community funds by providing:

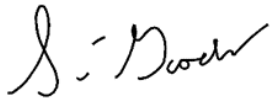
- Existing data and digital drawing Information from Previous Consultants
  - Yearly Capital Improvement Budget
  - Feedback and acceptance of each project milestone deliverable
  - Location space for community meetings
  - Maintenance work to clean all culverts that will be inspected
- **Exclusions**
    - Construction or permit level plans and specification documents, trail design, lighting or signal design, permits, boundary survey work, geotechnical work, traffic studies, architectural design, landscape design, material costs for mailings, costs associated with updating the SVCA website or other online materials, title reports, construction support, as-builts and dry utility design are not included in this scope.

### Fee

This project will be performed on a Time and Materials basis with a Not to Exceed (NTE) Contract Amount of **\$132,350** based on the attached cost spreadsheet. Additional work above this NTE amount will be negotiated by a change order to the original contract.

The Impact Design Team is very excited to continue our relationship with SVCA and improving the lives of the homeowners in the community. Thank you for this opportunity.

Sincerely,



Scott Goodall, MS, PE  
Principal  
Impact Design, LLC

Attachment B - Budget



**Sudden Valley Community Association**  
**Professional Engineering Services for 10-Year Capital Roads, Drainage, And**  
**Pedestrian Improvement Program**

**Fee Schedule**

1/30/2023

Scope Item	Total Budget	Impact Budget	Rate	Impact Design			Canyon Budget	Canyon Environmental	Contour Budget	Contour Consulting
				Principal Engineer	Engineering Technician	Inspector Technician		LHG/Wetland Specialist		GIT/GIS Specialist
				140	100	95		160		85
No. 1 Sudden Valley Base Map	\$ 10,760	\$ 1,500	Hours	0	15	0	\$ 4,160	26	\$ 5,100	60
			Cost	\$ -	\$ 1,500	\$ -		\$ 4,160		\$ 5,100
No. 2 Technical Memorandum #1: Procedure for Identifying and Rating Problematic Roadway and Drainage Infrastructure	\$ 4,800	\$ 4,800	Hours	20	20	0	\$ -	0	\$ -	0
			Cost	\$ 2,800	\$ 2,000	\$ -		\$ -		\$ -
No. 3 Technical Memorandum #2: Inventory and Rating of Problematic Roadway and Drainage Infrastructure	\$ 49,500	\$ 49,500	Hours	80	60	340	\$ -	0	\$ -	0
			Cost	\$ 11,200	\$ 6,000	\$ 32,300		\$ -		\$ -
No. 5 Project Preliminary Cost Estimate and Budgeting	\$ 33,600	\$ 33,600	Hours	40	280		\$ -	0	\$ -	0
			Cost	\$ 5,600	\$ 28,000	\$ -		\$ -		\$ -
No. 6 Community Outreach and Coordination	\$ 10,815	\$ 9,600	Hours	40	40		\$ 960	6	\$ 255	3
			Cost	\$ 5,600	\$ 4,000	\$ -		\$ 960		\$ 255
No. 7 Final 10-Year Capital Roads, Drainage, And Pedestrian Improvement Program Plan	\$ 22,875	\$ 19,200	Hours	80	80		\$ 2,400	15	\$ 1,275	15
			Cost	\$ 11,200	\$ 8,000	\$ -		\$ 2,400		\$ 1,275
	<b>\$ 132,350</b>	<b>\$ 118,200</b>					<b>\$ 7,520</b>		<b>\$ 6,630</b>	

## **BOARD RESOLUTION AUTHORIZING REMOTE PARTICIPATION IN MEETINGS**

### **SUDDEN VALLEY COMMUNITY ASSOCIATION**

February 9th, 2023

WHEREAS, RCW 24.03A.580 states the following regarding attending meetings via remote audio or video means: Unless otherwise provided in the articles or bylaws, meetings of the board or any committee held by remote communication must follow the provisions of RCW 24.03A.550 through 24.03A.575 to the greatest practicable extent, and

WHEREAS, Article III, B, Section 12 states the following regarding attending meetings of the Board by remote audio or video means: In exceptional circumstances, including those that might make it extremely difficult or impossible for a quorum to be present, the President shall have the authority to allow the Board to conduct its meeting by means of a conference telephone or other telecommunications equipment which allows all persons participating in the meeting to communicate with each other at the same time, and to vote, so long as a quorum of directors is present either in person or via such equipment, and

WHEREAS, in the matter of committees other than the Board, the SVCA Bylaws are silent regarding attending meetings via remote audio or video means, and

WHEREAS, the Board wishes to adopt this Resolution to authorize remote voting at Association meetings and to establish guidelines with respect thereto.

NOW, THEREFORE, it is resolved as follows:

1. The Board hereby authorizes SVCA committees to hold meetings remotely, in a manner that provides for committee members to participate in the meeting by, or conduct the meeting through the use of, one or more means of remote communication through which all of the members may simultaneously participate with each other during the meeting. Committee members participating in a meeting by this means are considered present in person at the meeting.
2. When video participation is used, verbal recognition of the Member by the Chair shall be a sufficient verification of identity.
3. When audio participation is used, recognition of the Member's voice or the telephone number or other source of communication from which he or she is communicating shall be a sufficient source of verification of identity.
5. The Chair of the meeting shall allow every committee member wishing to speak to an item which will be put to a vote the opportunity to speak regarding each such item. The Chair may utilize technology that "mutes" members when they are not speaking so long as the platform contains a means by which committee members may communicate to the Chair that they wish to be recognized.
6. Committee members attending remotely in person shall be required to vote, if they wish to vote, on each item for which a vote is being taken, by raised hand or voice vote, as determined by the Chair. Each such vote shall be specifically included in the minutes of the meeting.

7. This Resolution does not require that remote participation be offered for any meeting. The availability of and platform for remote participation shall be at the discretion of the Board President, the General Manager, and the Committee Chair. However, remote committee participation is authorized by this Board Resolution.