

**V PROPOSAL/CONSTRUCTION CONTRACT AND BID FORM**

Contract No. 2016-01

Project: Black Lake Alum Treatment ProjectFunding Agency: Black Lake Special DistrictDate: 3/30/2016**CONSTRUCTION CONTRACT**

THIS CONTRACT, made and entered into this 30 day of March, 2016, shall be the agreed basis of performing the following work by and between the Black Lake Special District, hereinafter referred to as the Owner, and

HAB Aquatic Solutions

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Project No. 2016-01Project Name: Black Lake Alum Treatment Project

Prepared by the Black Lake Special District according to the terms of the contract documents which shall include, but shall not be limited to, the accepted Proposal, General and Supplemental Conditions, Addenda, Specifications, Drawings, Bonds, Advertisement for Bids and this Contract.

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be completed as stipulated in 1-08.5 Times for Completion. Time is of the essence of the Contract and Liquidated Damages based on direct and consequential damages for delay will be assessed against the Contractor for failure to complete the work within the dates specified in 1-08.5 Times for Completion.

Failure by the Contractor to meet the dates will subject the Contractor to liability for all damages suffered by the Black Lake Special District. By entering into this Contract, the Contractor acknowledges the need to meet the dates specified in 1-08.5 Times for Completion.



THIRD: In consideration of the Performance of the Work, herein contained, on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$ \_\_\_\_\_, which includes 7.9% Sales Tax consisting of the following:

**BID FORM**

Bid Item No.	Spec. Section	Bid Item Description	UNIT	Est. Qty.	Unit Price	Total Price
<b>DIVISION 1: EARTHWORK</b>						
1	1-07.15(1)	SPCC Plan	LS	1	\$ 100. <sup>00</sup>	100. <sup>00</sup>
2	1-09.7	Mobilization	LS	1	\$ 16,436. <sup>00</sup>	16,436. <sup>00</sup>
<b>DIVISION 8: CHEMICAL INJECTION</b>						
3	8-26.2(1)	Alum (Aluminum Sulfate)	GAL	53,560	\$ 0.87	46,597. <sup>20</sup>
4	8-26.2(2)	Sodium Aluminate	GAL	26,780	\$ 2.41	64,539. <sup>80</sup>
5	8-26.3(1)	Submittals	LS	1	\$ 1,000. <sup>00</sup>	1,000. <sup>00</sup>
6	8-26.3(2)	Alum and Sodium Aluminate Application	GAL	80,340	\$ 0.75	60,397. <sup>18</sup>
SUBTOTAL						\$ 189,070. <sup>18</sup>
Sales Tax at 7.9%						\$ 8,779. <sup>82</sup>
BASE BID SUBTOTAL (incl. tax)						\$ 197,850

Construction in 2016 is predicated on obtaining funding and all applicable permits to allow construction in the allowable work period specified in this contract. Bid and unit prices shall be binding for up to 45 days after bid opening.

**TOTAL CONTRACT BID AMOUNT**

\$ 197,850

FOURTH: The following unit prices are hereby accepted as bid for the base bid amount above:

Item No.	Unit Description	Additive Unit Price	Deductive Unit Price	Per Measurement
1.	_____	\$ _____	\$ _____	\$ _____
2.	_____	\$ _____	\$ _____	\$ _____
3.	_____	\$ _____	\$ _____	\$ _____
4.	_____	\$ _____	\$ _____	\$ _____
5.	_____	\$ _____	\$ _____	\$ _____
6.	_____	\$ _____	\$ _____	\$ _____

The above unit prices shall be utilized for any additive and deductive work within 15% of the TOTAL CONTRACT ESTIMATED BID QUANTITY. The unit price shall provide the contractor with full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

IN WITNESS WHEREOF: The said Black Lake Special District has caused this Contract to be subscribed in its behalf and the said Contractor has signed this Contract the day and year first above written.

Contractor:

HAB AQUATIC SOLUTIONS

By

TADD BARROW

Title

OWNER/MANAGER

Date

3/18/16

Owner:

Black Lake Special District

By

Jake Stintzi

Title

Board Chair

Date

3/30/2016

Washington State Contractor's

License No. 620,388-00

Federal Tax Id. No.

27-4239756

UBI. NO.

603-380-796

End of Proposal/Construction Contract and Bid Form



## VII AGREEMENT

State of Washington )  
County of Thurston )

**THIS AGREEMENT AND CONTRACT**, made and entered into this

30 day of March, 20 16, by and between the Black Lake Special District herein designated "Owner,"

and HAB Aquatic Solutions, herein designated as the "Contractor,"

WITNESSETH:

That WHEREAS the Owner heretofore caused to be prepared certain conditions for the construction of

### **THE BLACK LAKE ALUM TREATMENT PROJECT**

**Contract No. 2016-01**

and the Contractor did on 30 day of March, 20 16, file with the Owner a proposal to construct said improvements and agreed to accept as payment therefor the sum fully stated and set forth in the Proposal, and

WHEREAS, the said Contract Documents fully and accurately described in terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, that a copy of said Proposal and other Contract Documents filed with the Owner, as aforesaid, does, in all particulars, become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms, specifications, conditions, and plans were herein set out in full.

**SPECIAL PROVISION SPECIFICATIONS**  
**BLACK LAKE ALUM TREATMENT PROJECT**  
Contract No. 2016-01

**VII AGREEMENT – continued**

IN FAITH WHEREOF, witness the hand and seals of both parties hereto on the day and year in this Agreement first above written.

**THE BLACK LAKE SPECIAL DISTRICT**

By: Jake Hintz, Board Chair

**CONTRACTOR**

By: Tadd M Barrow TADD M. BARROW  
(Signature) (Print Name)

Title: OWNER

Address: 5100 VANDORN ST. #6096  
LINCOLN, NE 68506

Phone Number: (402) 430 - 6813

End of Agreement