

## Water Tank Fab & Install

120062.11



**SUBMITTED TO:**

Roosevelt Ridge HOA

**SUBMITTED DATE:**

August 4, 2020

**SUBMITTED BY:**

Ryan Miller

970-532-0060

Ryan.Miller@blackegl.com

## CONTRACT TERMS

---

### 1.1 GENERAL

- a) Blackeagle Energy Services (BES) anticipates that no part of this contract requires BES to handle, transport, treat, or dispose of any hazardous waste or materials (defined by the *Comprehensive Environmental Response, Compensation and Liability Act "CERCLA", 42 USC ss9601 et seq.*, as amended) that are at any time found on the project premises. In the event that such materials are brought on to the premises by BES, those specific materials shall be the sole responsibility of BES.
- b) Notwithstanding all other contract provisions, should conditions be encountered at the site which are (1) subsurface or otherwise concealed by physical conditions which differ materially from those indicated in the Contract Documents or (2) of unknown physical conditions in an unusual or undetectable nature, which differ materially from those ordinarily found to exist and are generally recognized as inherent in construction activities of the character provided for in the Contract Documents; we will provide prompt notice to you before such conditions are disturbed. Adjustments to the contract time, contract price, or both will be made only if such conditions result in an increase in the time required or cost incurred for any part of the work outline herein.

### 1.2 PROJECT SPECIFIC CLARIFICATIONS

- a) BES anticipates the allowance of work to occur for 10 hours per day, 5 days per week.
  - b) Weather days have been excluded in this contract. Incurred weather days may impact our schedule and indirect cost.
  - c) Contract assumed the excavations for tank and 4" HDPE needed will be able to be excavated by mechanical means with a Caterpillar 336 or smaller and excludes rock excavation. If rock excavation, rock breakers, or blasting is needed, this labor and equipment will be billed on a T&E basis.
  - d) HDPE pipe and fitting have been included for the 4" water line to fire hydrant.
  - e) Contract includes the fabrication, delivery, and install of the 2 water storage tanks.
  - f) Contract assumes we can backfill with native soil. BES has included 20 tns of sand / gravel to install under tank and under HDPE pipe.
  - g) Contract excludes underground obstructions. Underground obstructions will be addressed via change management.
  - h) Contract excludes compaction tests.
  - i) Contract excludes demo of any trees to install tanks or pipe.
-



## Roosevelt Ridge HOA

- j) Contract excludes re-vegetation or grass seeding.
- k) Schedule assumes project install will be complete in 6 working days. Any delays, beyond the control of Blackeagle, will be communicated and addressed via our change management process.
- l) Blackeagle warrants the workmanship, fabrication and installation of the vessels, piping and all other appurtenances provided by and installed by Blackeagle for a period of 1 year from start-up.
- m) Roosevelt Ridge HOA agrees to pay Blackeagle for their services to fabricate the water cistern tanks for a sum of \$47,820.
- n) Roosevelt Ridge HOA agrees to pay Blackeagle for their services to install the cistern tanks, pipeline and hydrant on a time and material basis with the anticipated cost for the installation (approximately) \$40,715.
- o) Blackeagle shall furnish all of the materials and perform all of the work shown on the proposal dated July 14, 2020 including the drawings and/or the specifications contained therein, which are, if applicable, attached hereto and incorporated herein as Exhibit A, as it pertains to work to be performed on Roosevelt Ridge property at: Lot 15, Roosevelt Ridge
- p) Payments shall be made in the manner following:
  - 25% upon PO
  - 25% upon completion and approval of tanks
  - 50% upon project completion and approval

### 1.3 General Provisions

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. Blackeagle shall furnish in the PROPOSAL a plan and drawings (as appropriate) showing the shape, size dimensions, and construction and equipment specifications for the improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Blackeagle may engage subcontractors as expressly noted in the PROPOSAL to perform work hereunder, provided Blackeagle shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.
5. Upon request, Blackeagle shall furnish appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed both by Roosevelt Ridge Homeowners Association (RRHOA) and Blackeagle, and shall be incorporated in, and become a part of this contract.
7. Blackeagle warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Blackeagle or its employees or subcontractors.
8. Blackeagle agrees to indemnify, defend and hold harmless RRHOA for any loss, damage, liability or claims arising from Blackeagle's actions, or failure to act in the performance of this contract.
9. Blackeagle agrees to remove all debris and leave the premises in a safe and plantable condition.
10. In the event RRHOA shall fail to pay any periodic or installment payment due hereunder, Blackeagle may cease work without breach pending payment or resolution of any dispute.
11. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
12. Blackeagle shall not be liable for any delay due to circumstances beyond its control including abnormal weather, strikes, casualty or general unavailability of materials.
13. Blackeagle shall coordinate the utility locate and is responsible for avoiding utilities to the greatest extent possible.
14. Blackeagle will notify RRHOA as soon as possible, but in no case less than 24 hours, if Blackeagle encounters unanticipated underground obstructions.

## ADDITIONAL PROJECT INFORMATION

### BLACKEAGLE CONTACTS

All project questions should be addressed to:

Ryan Miller  
 Facilities Manager  
 (970) 415-0662  
[Ryan.Miller@blackegl.com](mailto:Ryan.Miller@blackegl.com)

### PROJECT AWARD

Upon project award, Blackeagle would like to identify the following items:

- a) Any changes in scope of work from IFB to IFC in order to capture and updated estimates in the initial purchase order.
- b) Timeline to receive construction documents
- c) Schedule project kick-off meeting
- d) Verify mobilization date

### KICK-OFF MEETING

Blackeagle would like to discuss the following topics during the kick-off meeting:

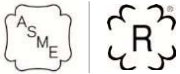
- A. Construction Execution Plan
- B. Baseline Schedule – Detailed project schedule that has been updated to include any change from IFB to IFC.
- C. Change Order process
- D. Project Organization Chart

Roosevelt Ridge HOA		Roosevelt Ridge HOA	
By:	<i>Theodore P. Bertele</i>	By:	
Name:	Theodore Bertele	Name:	Lee Mayberry <i>Lee Mayberry</i>
Title:	Director	Title:	Director
Date:	8/4/2020	Date:	8/4/2020
Roosevelt Ridge HOA		Blackeagle Energy Services	
By:	<i>D. Michael Wallace</i>	By:	<i>RD Miller</i>
Name:	Mike Wallace	Name:	Ryan D. Miller
Title:	Director	Title:	Facilities Manager
Date:	8/4/2020	Date:	8/5/2020

## ● FabricATION DIVISION

*With state-of-the-art equipment and 42,000 square feet of shop space in Berthoud, Colorado Blackeagle's fabrication specialists custom-build the assets needed by clients and other company divisions.*

- ASME, NBIC & NBI Credentials



- Fabrication & Design-Build Services
- ASME Pressure Vessels - New, Repair, Mobile Repair & Rerate
- Launchers & Receivers
- Valve Sets
- Pipe Spools
- Oil & Gas Separators
- Structural Housing & Equipment Skids
- Fixed Platforms & Ladders
- Custom Railings, Crossovers, & Stairways
- CNC Break Press & Plasma Cutter
- 8700 sq. ft. Sandblasting & Paint Area

## ● Facilities Division

*Seamless integration between the Facilities and Fabrication Divisions enables construction projects to take advantage of all possible cost and scheduling efficiencies.*

- Civil & Mechanical Construction
- Compressor Stations
- Pump Stations
- Rail & Truck Terminals
- Metering Stations
- Cryogenic Processing Stations
- Refinery Maintenance
- Liquid Storage Facilities
- Natural Gas Storage Facilities
- Amine , Refridgeration & Other Treatment Processes
- Gas Plant & Station Maintenance
- Piers, Foundations, Walls, Slabs & Earthwork
- Gas Plants & Refineries
- Well Connect & Interconnect Pipelines
- Well Pad & Tank Battery Construction
- Production Equipment Maintenance
- General maintenance
- Roustabout Services

## ● Pipeline Division

*An advanced project management team coordinates all aspects of pipeline-only projects as well as pipeline-and-construction projects in geographically diverse urban and rural areas throughout North America.*

- Pipeline Installation
- Bolt-ups & Tie-ins
- Valve Sets
- Steel & Poly Utility
- High Pressure Transmission
- Distribution Work
- Various Diameter Long Cross Country Mainlines
- Various Diameter Short Pipeline Segments
- Equipment: Trenchers, Side Booms & Tack Rigs
- Gathering Pipelines
- In-line Inspection Services & Anomaly Digs

## ● Field Services Division

*An exceptional commitment to safety and training inspires on-site precision and cost-awareness as the Field Services team partners with other company and client resources to provide turn-key solutions.*

- Design - Build Services & Constructability Feedback
- Urban & Suburban Pipeline Specialist (Steel & HDPE - Various Sizes)
- Hot Tie-ins
- Hot Taps & Completion Plugs
- Valve Sets, Regulator Stations & Meter House Installation
- Pipe Fabrication
- Horizontal Directional Drilling
- Sandblasting, Painting & Coating Services
- Pipeline Testing: Hydro, Nitrogen, Pigging, Drying
- Emergency Call-out Work - Leak Investigations & Repair
- In-line Inspection Services & Anomaly Digs
- Piers, Foundations, Walls, Slabs & Earthwork
- High Pressure Transmission & Gas Distribution Pipelines
- Design Line Locating & Potholing
- Demolition - Compressor Stations, Regulator Stations & Pipeline
- In-line Inspection Services & Anomaly Digs
- Civil & Mechanical Construction