

Project: Ala Spit Restoration Project  
Owner: Island County Public Health  
Funding Agency: Salmon Recovery Funding Board (SRFB)  
Date: August 18, 2011

## CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this 12<sup>TH</sup> day of SEPTEMBER 2011, shall be the agreed basis of performing the following work by and between Island County, hereinafter referred to as the Owner, and

Nordland Construction NW, Inc.  
123 Ponderosa Place  
Nordland, WA 98358  
Telephone (360) 379-1352

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 Name: Ala Spit Restoration Project; Project Number 09-04521-000.

Prepared by Island County 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, Bond, 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 substantially complete before October 30, 2011. All work below the Mean Higher High Water (MHHW) shall be complete before October 15, 2011.

Substantial completion includes the completion of all work shown on the Plans that is necessary to construct the project. This work includes, but is not limited to completion of all construction debris and riprap revetment removal, completion of all replacement of driftwood and construction of park access protection, completion of all grading and earthwork shown on the Plans, selected additives and removal of all temporary facilities and stockpile areas.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may charge the Contractor liquidated damages, as set forth in Section 1-08.9 of these Special Provisions, for any time over the completion dates stated in the Contract where work