

CONTRACT

THIS AGREEMENT made and entered into this 7th day of June,
Two Thousand Sixteen, by and between the Baldwin County Commission
of Baldwin County, Alabama, party of the first part (hereinafter called the **Owner**)
and Arrington Curb & Excavation, Inc. of
(Name of Contractor)
PO Box 20 (22676 Hwy 31) Flomaton, AL 36441, party
(Mailing Address)
of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of permanent repairs to various drainage structures and cross drain sites damaged by the April 29, 2014 rain event in Baldwin County, Alabama, (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in the County of Baldwin County, Alabama, known as Federal Aid Project Number **ERPR-8980(911) BCP#0215914**, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to Two Million, Thirty Three Thousand, Two Hundred Eighty Five dollars (\$ 2,033,285.00), payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

5. The **Owner** will hold a pre-construction meeting once the project has been awarded and contract has been final executed. It will be mandatory for the Owner and the Payroll Clerk for said **Contractor** attend the meeting to discuss the Davis Bacon Reporting requirements for this project.

6. In making the partial payments, there shall be retained not more than **five percent** of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and **after 50 percent completion** has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance of all work covered by the contract unless the escrow or deposit arrangement as described in Code of Alabama 1975 Section 39-2-12 subsections (f) and (g) is utilized. Provided, however, no retainage shall be withheld on contracts entered into by the Alabama Department of Transportation for the construction or maintenance of public highways, bridges, or roads.

Upon completion of work, the contractor must advertise for 30 days, once per week for 4 straight weeks in a newspaper of general circulation and provide proof of advertisement. Final payment will be made 30 days after the last day of advertisement.

NOTARY PAGE TO FOLLOW:

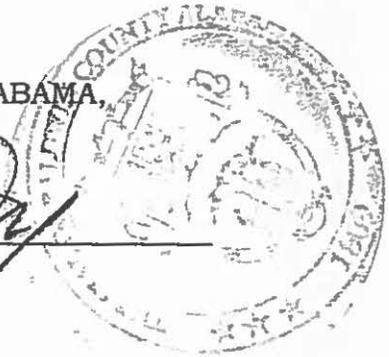
IN WITNESS WHEREOF, THE BALDWIN COUNTY COMMISSION of BALDWIN COUNTY, ALABAMA has caused these presents to be executed by its CHAIRMAN and _____, the Contractor, has hereto set his hand and seal this the day and year above written.

ATTEST:

BALDWIN COUNTY, ALABAMA,

Ronald C. Cih
Clerk

By: [Signature]
as Chairman



NAME OF CONTRACTOR: Arrington Curb & Excavation, Inc.
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 45001

By: (X) [Signature]
Contractor's Signature
Thomas M Arrington
(Print Name)
President
Title

(X) [Signature]
Witness
Kristen Arrington
(Print Name)
Corporate Secretary
Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

By: (X) _____
Contractor's Signature

(Print Name)

Title

(X) _____
Witness

(Print Name)

Title

State of Alabama)

County of Baldwin)

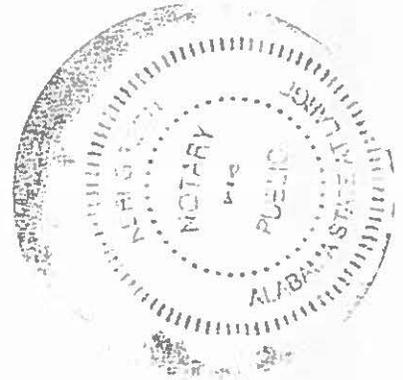
I, Keri Green, Notary Public in and for said County and State, hereby certify that Tucker Dorsey as Chairman of Baldwin County Commission, and Ronald Cink, as County Administrator of Baldwin County Commission, whose names are signed to the foregoing in that capacity, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date for and as an act of Baldwin County Commission.

GIVEN under my hand and seal on this the 21st day of June, 2016.

Keri Green

Notary Public

My Commission Expires: 11-26-19





BALDWIN COUNTY

HIGHWAY DEPARTMENT

SILVERHILL ALABAMA 36576

CAL MARKERT, P.E.
COUNTY ENGINEER

July 6, 2016

Arrington Curb & Excavation Inc.
P.O. Box 20
Flomaton AL, 36441

RE: ERPR-8980(911) / BCP1215914

Permanent Repairs to Various Drainage Structures Damaged by the April 29, 2014 Rain Event

Contract Type:	Project let to contract
Contractor:	Arrington Curb & Excavation, Inc
Project Limits:	Various (14 Sites)
Bid Price:	\$ 2,033,285.00
Scope of Work:	Arrington Curb & Excavation, Inc. awarded contract to perform permanent drainage improvements necessitated by severe flooding in April, 2014
Date Notice to Proceed:	July 6, 2016
Due Date:	March 23, 2017

Arrington Curb & Excavation, Inc. should be aware that time charges will begin on **July 21, 2016** unless work begins earlier. **TWO HUNDRED FORTY (240) Calendar Days** are allowed for construction of this project.

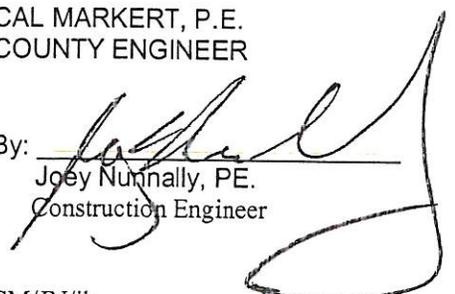
Notice of your intention to begin work shall be provided to the Project Engineer, **Jeff Hardegree** at least 72 hours in advance of beginning work. Work on particular features of the project shall require notice 24 hours in advance of operation (signage, grading, painting, concrete placement, etc.) He can be reached on his cell at **251-622-4649**.

If you have any questions or require any additional information concerning this matter please contact this office.

We look forward to working with Arrington Curb & Excavation, Inc. towards a successful project.

Sincerely,

CAL MARKERT, P.E.
COUNTY ENGINEER

By: 
Joey Nunnally, PE.
Construction Engineer

CM/JN/jh

Cc: Mrs. Wanda Gautney
Mrs. Amanda Reid
File