

CONTRACT

THIS AGREEMENT made and entered into this 21st day of July,
Two Thousand Fifteen, by and between the Baldwin County Commission of Baldwin
County, Alabama, party of the first part (hereinafter called the **Owner**) and

Carter's Contracting Services, Inc. of
(Name of Contractor)
23263 Harmony Church Road, Andalusia, Alabama, 36420, 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(931) BCP#0215814**, 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 Six Hundred Fifty Four Thousand, Six Hundred Nine dollars and eighty eight cents (\$654,609.88), 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.

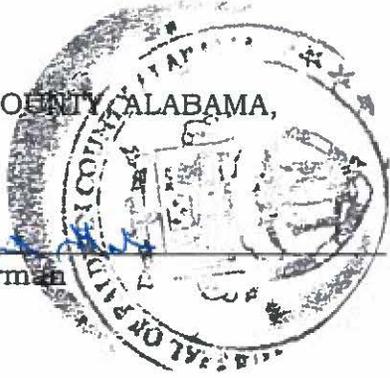
IN WITNESS WHEREOF, THE BALDWIN COUNTY COMMISSION of BALDWIN COUNTY, ALABAMA has caused these presents to be executed by its CHAIRMAN and Carter's Contracting Services, Inc., the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST:

BALDWIN COUNTY, ALABAMA,

Paul J. Cih
Clerk

By: *[Signature]*
as Chairman



NAME OF CONTRACTOR: Carter's Contracting Services, Inc.
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 14389

By: (X) *Mertha Carter*
Contractor's Signature

(X) *[Signature]*
Witness

Mertha Carter
(Print Name)

Cindy Edson
(Print Name)

President
Title

Secretary
Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

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.

NOTARY PAGE TO FOLLOW:

State of Alabama)

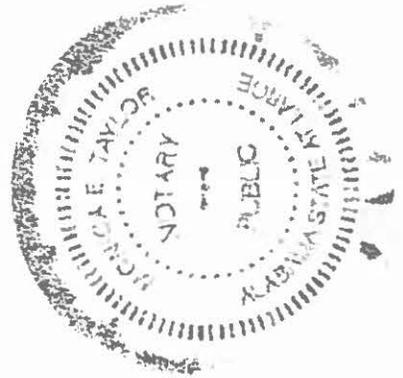
County of Baldwin)

I, Monica E. Taylor Notary Public in and for said County and State, hereby certify that Charles F. Gault, as Chairman of Baldwin County Commission, and Ronald J. Clark, as Interim 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 11th day of August, 2015.

Monica E. Taylor
Notary Public

My Commission Expires ~~My Commission Expires~~ 09/05/2016





BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

CAL MARKERT, P.E.
COUNTY ENGINEER

August 26, 2015

Carter's Contracting Services, Inc.
23263 Harmony Church Road
Andalusia, Alabama 36420

RE: ERPR-8980(931) / BCP # 0215814
Permanent repair for various sites due to a severe weather event beginning on April 28, 2014
Notice to Proceed to Construction

Contract Type:	Project let to contract
Consultant:	Carter's Contracting Services, INC.
Project Limits:	Various sites within Baldwin County
Fee:	\$ 654,609.88
Scope of Work:	Carter's Contracting Services, INC. was awarded the contract for permanent repairs to various drainage structures and cross drain sites damaged by the April 29, 2014 rain event.
Date Notice to Proceed:	August 26, 2015
Due Date:	February 6, 2016

Carter's Contracting Services, Inc. should be aware that time charges will begin on **September 10, 2015** unless work begins earlier. **One Hundred Fifty (150) Calendar Days** are allowed for construction of this project.

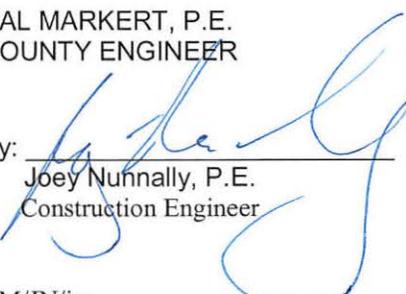
Notice of your intention to begin work shall be provided to the Project Engineer, **Jason Matthews** at least 72 hours in advance of beginning work. Work on particular features of the project shall require notice 24 hours in advance of operation (signage, grading, painting, concrete placement, etc.) He can be reached on his cell at **251-202-1694**

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

We look forward to working with Carter's Contracting Services, INC towards a successful project.

Sincerely,

CAL MARKERT, P.E.
COUNTY ENGINEER

By: 
Joey Nunnally, P.E.
Construction Engineer

CM/JN/jm

Cc: Mrs. Wanda Gautney
Mrs. Amanda Reid
File