

CONTRACT

THIS AGREEMENT made and entered into this 5th day of January,
Two Thousand Sixteen, by and between the Baldwin County Commission
of Baldwin County, Alabama, party of the first part (hereinafter called the **Owner**)
and McElhenney Construction Co. LLC of
(Name of Contractor)
9408 Bellingrath Road, Theodore, AL, 36582, 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(908) BCP#0215714**, 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 One Million, Sixty Seven Thousand, Five Hundred, Sixty Three Dollars and sixty one cents (\$1,067,563.61),
(Amount written in words) (Amount in numerals)
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.

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

Randy Clark
Clerk

By: *[Signature]*
as Chairman



NAME OF CONTRACTOR: *McElhenney Construction Co. LLC*
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: *49555*

By: (X) *[Signature]*
Contractor's Signature
Josh McElhenney
(Print Name)
President
Title

(X) *[Signature]*
Witness
Ashley Burch
(Print Name)
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, Anu Gary, Notary Public in and for said County and State, hereby certify that Tucker Dorsey as Chairman of Baldwin County Commission, and Ronald J. 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 January, 2016.

Anu Gary

Notary Public

My Commission Expires: _____ My Commission Expires:
October 12, 2019



THIS FORM IS TO BE COMPLETED AND RETURNED WITH YOUR EXECUTED CONTRACT

AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) And Regulation In 41 CFR Part 60-4 On All Federal And Federally Assisted Contracts In Excess of \$10,000.

Project Number: ERPR-8980(908) BCP#0215714

County: BALDWIN

Contractor: McElhenney Construction Co LLC

Mailing Address: PO Box 1409 Theodore Al 36590
Street City State Zip

Telephone Number: 251-973-0030
A.C.

Employer Identification Number: 32-0414254

"Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

Amount of Contract: \$1,067,563.61

Estimated Starting Date: 2/2/2016 Estimated Completion Date: 6/02/2016

Signed:  Contractor's Representative

Date: 1/8/2016

NOTE: If more than one contractor firm is involved, a copy of this statement shall be completed by each contractor and returned with the executed contract.



**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**

January 29, 2016

McElhenney Construction Co., LLC
9408 Bellingrath Rd
Theodore, AL 36582

**RE: BCP # 0215714
Permanent Repairs to Various Drainage Structures Damaged by the April 29, 2014 Rain Event**

Contract Type:	Project let to contract
Consultant:	McElhenney Construction Co, Inc.
Project Limits:	Various
Fee:	\$ 1,067,563.61
Scope of Work:	McElhenney Construction Co, Inc. awarded contract to perform permanent drainage improvements necessitated by severe flooding in April, 2014
Date Notice to Proceed:	January 29, 2016
Due Date:	May 4, 2016

McElhenney Construction Co., Inc. should be aware that time charges will begin on **February 15, 2016** unless work begins earlier. **ONE HUNDRED TWENTY (120) Calendar Days** are allowed for construction of this project.

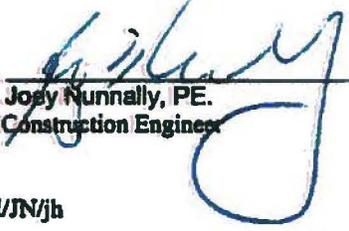
Notice of your intention to begin work shall be provided to the Project Engineer, Jeff Hardegee at least 72 hours in advance of beginning work. Work on particular features of the project shall require notice 24 hours in advance of operation (signage, grading, painting, concrete placement, etc.) He can 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 McElhenney Construction Co., Inc. towards a successful project.

Sincerely,

**CAL MARKERT, P.E.
COUNTY ENGINEER**

By: 
Josy Nunnally, PE.
Construction Engineer

CM/JN/jh

Cc: Mrs. Wanda Gautney
Mrs. Amanda Reid
File