



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

Joey Nunnally, P.E.
COUNTY ENGINEER

August 14, 2020

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

RE: Resurfacing Projects FY 2020 Group #4

Contract Type:	Project Let to Contract
Contractor:	Arrington Curb & Excavation Inc.
Project Limits:	Resurfacing Projects FY 2020 Group #4
Price:	\$ 201,414.50
Scope of Work:	Arrington Curb & Excavation Inc. was awarded the contract to perform resurfacing projects 2020: Group #4
Date Notice to Proceed:	August 14, 2020
Due Date:	October 12, 2020

Arrington Curb & Excavation Inc. should be aware that time charges will begin on **August 31, 2020** unless work begins earlier. **Thirty (30) working days** are allowed for construction of this project.

A minimum 72 hour notice of your intention to begin work shall be provided to the Project Manager, **Kenny Roe**. He can be reached on his cell at **251-254-1198**.

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,

Joey Nunnally, P.E.
COUNTY ENGINEER

By: *Dustin O. Thweatt*
Dustin Thweatt
Bridge / Project Coordinator

JN/TM/jh

CC: Wanda Gautney
File

ITEM IX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

This Contract for Construction Services (hereinafter referred to as "Contract") is made and entered into by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter referred to as "COUNTY"), and Arrington Curb & Excavation, Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission at its June 2, 2020 meeting awarded the bid for the resurfacing of several Baldwin County road projects hereinafter referred to as **BALDWIN COUNTY RESURFACING PROJECTS 2020: Group # 4/BCR-2020-4** to Arrington Curb & Excavation, Inc., in the amount of Two Hundred One Thousand, Four Hundred Fourteen Dollars and Fifty Cents, (\$ 201,414.50) with a completion time of **THIRTY (30) WORKING DAYS**;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all

such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VI. Legal Compliance. The PROVIDER shall at all times comply with all applicable federal, state, local and municipal laws and regulations.
- VII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- VIII. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- IX. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- X. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.
- XI. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XII. Assignment. This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

il
d
it
t
i.
y
e
e

d

a
s
y

h
d

è

Y
l.
l.

il
y

a
a
y
a

contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

XXIX. The public works project which is the subject of this invitation to bid is funded by County funding.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of Alabama shall be deemed a material breach of the terms of both the Bid Award and the respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

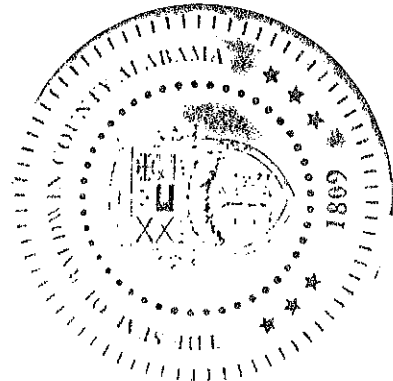
COUNTY
BALDWIN COUNTY COMMISSION

Billie Goldensward 7/2/20
Chairman /Date

ATTEST:

[Signature] 7/2/20
County Administrator /Date

PROVIDER:
Excavation, Inc.
By: [Signature] /Date



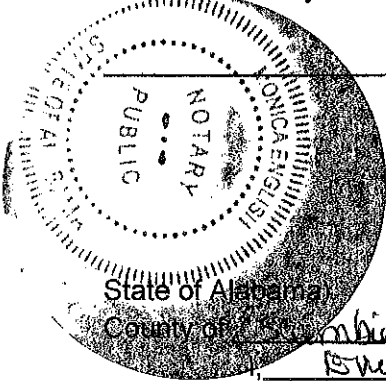
NOTARY PAGE TO FOLLOW:

State of Alabama)

County of Baldwin)

I, Monica English, Notary Public in and for said County and State, hereby certify that Billie Jo Underwood as **Chairman of the Baldwin County Commission**, and Wayne Dyess, as **County Administrator of the 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 the Baldwin County Commission.

GIVEN under my hand and seal on this the 21st day of July, 2020



Monica English
Notary Public

My Commission Expires: ~~My Commission Expires:~~
May 5, 2024

I, Shelby L Bodiford, Notary Public in and for said County and State, hereby certify that Thomas M. Arrington, as President of Arrington Curb Excavation, Inc., a corporation, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the 30th day of June, 2026

Shelby L Bodiford
Notary Public

My Commission Expires: 1-8-2024

