

CONTRACT FORM

THIS AGREEMENT, made this 21st day of July, 2026, by and between the Baldwin County Commission, Baldwin County, Alabama herein called "Owner," acting herein through its Chairman, and Asphalt Services, Inc., doing business as Asphalt Services, Inc., hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows: HW22030 – Grade, Drain, Base, & Pave County Rd 65 from County Rd 28 to County Rd 32 for the sum of Two million, seven hundred two thousand, five hundred sixty dollars and 80/100 (\$2,702,560.80); and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by OWNER; and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within **TWO HUNDRED (200) WORKING DAYS** thereafter. The Contractor further agrees to pay, as liquidated damages will be assessed according to the Alabama Department of Transportation Standard Specifications for Highway Construction 2026 Edition, Section 108.11., or applicable Special Provision, for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)
ATTEST:

(Administrative Assistant)

(Witness)

(SEAL)
ATTEST:

(Administrative Assistant)

(Witness)

(Owner)

By _____
(Signature of Authorized Official)

(Title of Authorized Official)

(Contractor)

By _____
(Signature of Contractor)

(Title of Contractor)

NOTE: Administrative Assistant of the Owner should attest. If a Contractor is a corporation, Administrative Assistant should attest.