**LEE COUNTY COMMISSION**

**Project Number LCP 41-148-18**

**CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between the COUNTY OF LEE, ALABAMA a party of the first part (hereinafter called the County) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, party of the second part (hereinafter called Contractor), WITNESSETH:

 WHEREAS, the County desires the furnishing and installation of traffic stripe and pavement markers on certain roads hereinafter more particularly described, and the Contractor desires to furnish and deliver all the material and to do and perform all the work and labor for the said purpose:

 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 improvement of traffic markings on several roads in Lee County, Alabama known as Project Number **LCP 41-148-18**, same to be for furnishing and installation of traffic stripe and pavement markers ON VARIOS PUBLIC ROADS IN LEE COUNTY, ALABAMA in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the proposal, and the Plans and Specifications prepared (or approved) and submitted by the County Engineer, the originals of which are on file in the office of the Lee County Engineer, copies of which are hereto attached, 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. The Contractor’s compensation for additional quantities added to any item in the Proposal, by the County, will be based on per unit and applicable costs given in the Contractor’s Proposal, a copy of which is hereto attached.

 2: The County agrees and promises to pay 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**($XXX,XXX.XX)**, payments to be made as provided in the said Specifications upon presentation of the proper certificates to the Lee County Engineer or his representatives 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 and to the entire satisfaction of the Lee County Engineer subject at all times to the inspection and approval of said Lee County Engineer and under direct supervision of the County Engineer of said County approved by law.

 4: The decision of said Lee County Engineer 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: Funding for this project shall be provided through the revenues received by Lee County from the additional six cents ($.06) gasoline and diesel fuel excise tax levied under Ala. Code 40-17-325(a)(1) and (2) – the “RRR” monies.

 6: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

 IN WITNESS WHEREOF, THE LEE COUNTY COMMISSION of LEE COUNTY, ALABAMA by proper resolution, have caused these presents to be executed by Bill English Commission Chairman and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, The Contractor, has hereto set his hand and seal this the day and year above written.

 **COUNTY OF LEE**

 BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Bill English**

 **CHAIRMAN - LEE COUNTY COMMISSION**

(X)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **CONTRACTOR FIRM**

(X)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **AL Contractors License Number**

Signed, sealed and delivered in the presence of

(X)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By (X) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness** **Member of Firm**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(Print Name)** **(Print Name)**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Title Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The within and foregoing contract is hereby approved on this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_

**COUNTY OF LEE**

 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bill English

 Commission Chairman Lee County, AL