

CONTRACTOR AGREEMENT

This AGREEMENT for contractor services (the "Agreement") is made by and between the City of Madison, Alabama, an Alabama municipal corporation (the "City" or "Owner"), and Big River Electric, Inc., an Alabama corporation (the "Contractor"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the City of Madison, Alabama (the "City") desires to rewire and upgrade the radar detection on the traffic signal at the intersection of Madison Boulevard and County Line Road; and

WHEREAS, the City has determined that its best interests, and the best interests of its residents, will be served by retaining an experienced provider of such services; and

WHEREAS, Big River Electric, Inc. (the "Contractor") is an experienced and qualified provider of the services required and is capable of providing the same in a professional and timely manner; and

WHEREAS, the total value of the services to be provided under this Agreement does not meet or exceed the dollar threshold amount that would otherwise require competitive bidding under the Alabama Public Works Law, ALA. CODE § 39-2-1, et seq., and this Agreement is therefore not subject to the competitive bidding requirements set forth therein; and

WHEREAS, the City desires to avail itself of the Contractor's unique abilities and services, and the Contractor desires to provide the same to the City.

WITNESSETH:

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Scope of Work.

In consideration of the payment to be made by the Owner as hereinafter provided, the Contractor agrees to provide the services described in the Contractor's proposal, attached as Exhibit A and incorporated herein by reference (the "Work"), and shall complete the Work in accordance with the terms set forth therein.

Section 2. Compensation.

For the above-described work as and when satisfactorily performed, the Owner agrees to pay the Contractor a total sum not to exceed **Sixty Thousand Dollars (\$60,000.00)**. The Contractor is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the Owner, terms net thirty (30) days from the date of receipt. The Owner will withhold ten percent (10%) retainage until final acceptance of the Work. The Contractor will furnish the Owner with partial lien waivers on the Owner's forms with each draw request. The Owner will pay the remaining amount to the Contractor only after the Owner has inspected and accepted all work to be completed and upon the receipt of a final invoice from the Contractor, terms net thirty (30) days. Prior to release of retainage, the Contractor will furnish the Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from the Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

Section 3. Commencement & Term.

This Agreement shall become effective as of the date it has been duly executed by the authorized representatives of each Party. Where the Parties execute this Agreement on different dates, the date of the latest signature shall constitute the effective date hereof. This Agreement shall expire one year after the

effective date of this Agreement, or upon the Owner's acknowledgement of the Contractor's fulfillment of the terms of the Work as described herein.

Section 4. Additional Services.

The Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. No extra work, alterations or changes shall be made, however, except upon written order from the Owner, and the Owner shall not be held liable to the Contractor for any extra work, alterations or changes furnished without such written order. No officer, employee, or agent of the Owner has any authority to direct any extra work alterations or changes by oral order.

Section 5. Termination.

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, the Contractor shall be entitled to payment only for services rendered as of the date of termination, and the Owner shall be entitled to receive only that work product created by the Contractor as of the date of termination.

If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from the Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate the Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from the Owner and shall otherwise be reimbursed by the Contractor and its surety.

Section 6. Time of the Essence.

Time is of the essence in the Contractor's performance of its work. The Contractor shall perform in strict accordance with any timeline or schedule detailed in Exhibit A or furnished by the Owner. The schedule may be updated or revised by the Owner, and the Contractor shall perform accordingly. Should the Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and the Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

Section 7. Subcontractors.

The Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the Work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this Agreement. Furthermore, the Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. The Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

Section 8. Work Conditions.

All construction and work performed hereunder by the Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. The Contractor shall, at the Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions

resulting from the Contractor's Work. The Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

Section 9. Owner Suspension of Work.

The Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, the Owner shall not be liable for unearned anticipated profit on the Work not performed as of the termination date, nor shall the Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

Section 10. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor shall obtain, at its own expense, all permits, licenses, and approvals required to perform the services described herein, unless otherwise expressly provided in this Agreement.

A. *Wage and Labor Laws.* The Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. The Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any word hereunder is being done.

B. *Occupational Safety & Health Act of 1970.* The Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. The Contractor shall defend, indemnify and hold the Owner harmless from any claims or charges of any kind by reason of the Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. The Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

C. *Immigration Law Compliance.* The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). By signing this Agreement, the Parties affirm, for the duration hereof, 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.

The Contractor hereby represents, warrants and covenants to the Owner as follows: The Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of the Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

Section 11. Independent Contractor.

It is expressly agreed by and between the Parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of the Owner, or any of the Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

Section 12. Insurance & Indemnification.

The Contractor will furnish the Owner a Certificate of Insurance naming the Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to the Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

Section 13. Governing Law & Dispute Resolution.

This Agreement shall be governed by the laws of the State of Alabama. All claims, disputes, and any other matters in question between the Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

Section 14. Entire Agreement & Waiver.

This Agreement constitutes the entire Agreement between the Parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. This Agreement supersedes all other agreements between the Parties. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of the Contractor and the Owner. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right of such Party to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Section 15. Notices.

All notices, requests, and communications required or permitted under this Agreement shall be in writing and delivered by hand or by certified mail (return receipt requested) to the addresses below:

If to the City:

City of Madison, Alabama
Attn: [Name of Department]
100 Hughes Road
Madison, Alabama 35758

With a copy to:

City of Madison, Alabama
Attn: City Attorney
100 Hughes Road
Madison, Alabama 35758

All notices to the Contractor shall be addressed as follows:

Big River Electric, Inc.
5945 Highway 72
Killen, Alabama 35645

Section 16. Miscellaneous Provisions.

A. *Open Trade.* The Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

B. *Order of Precedence.* In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

C. *Assignment.* Neither Party may assign or transfer this Agreement or any part thereof without the express, written consent of the other Party.

D. *Third Party Beneficiaries.* Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

E. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. *Headings/Captions.* The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

G. *Severability.* If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

FOR THE OWNER:
THE CITY OF MADISON, ALABAMA
A municipal corporation.

Ranae Bartlett, Mayor

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of _____ 2026.

Notary Public
My Commission Expires: _____

FOR THE CONTRACTOR:
BIG RIVER ELECTRIC, INC.,
An Alabama corporation.

By: _____
Its: _____
Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF _____)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Big River Electric, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____ 2026.

Notary Public
My Commission Expires: _____