

Prepared by:
William R. Justice
Wallace Ellis
P.O. Box 587
Columbiana, AL 35051

STATE OF ALABAMA
COUNTY OF SHELBY



20231018000307560 1/2 \$25.00
Shelby Cnty Judge of Probate, AL
10/18/2023 09:53:24 AM FILED/CERT

ESCROW AGREEMENT

This Escrow Agreement is entered into between the City of Calera, Alabama ("Calera"), and Westervelt Company, Inc. ("Westervelt"). The law firm of Ellis, Head, Owens, Justice, & Arnold through its partner, William R. Justice, is acting as Escrow Agent.

Westervelt, without admitting any liability, has agreed to reimburse Calera for the cost of repairing Pecan Road, a public street or road within Calera's corporate limits which is alleged to have been damaged by trucks acting on behalf of or at the direction of Westervelt. Calera has agreed to have Pecan Road repaired in accordance with a proposal for the Pecan Road Project attached hereto as Exhibit A.

The parties agree that upon execution of this Agreement Westervelt will pay to and place in escrow with the Escrow Agent the sum of \$61,883.94, being the amount of labor, materials, and other costs reflected on Exhibit A. Upon submission to the Escrow Agent (with copy to Westervelt) of payment by Calera of payment or payments made on the Pecan Road Project in accordance with Exhibit A, the Escrow Agent will reimburse Calera the amount of such payment or payments. Reimbursements will be made within 5 days of submission of proof of payment by Calera.

It is the intention of Calera to, and Calera does hereby, release Westervelt of and from any and all claims, demands, or whatever type legal recourse Calera may now have or hereafter acquire or assert against Westervelt, as a result of, growing out of, or in any way connected with or related to the alleged damage to Pecan Road. Further, Calera does hereby, release Westervelt of and from any and all claims, demands, or whatever type legal recourse Calera may now have or hereafter acquire or assert against Westervelt, as a result of, growing out of, or in any way connected with or related to the Pecan Road Project. Calera commits to Westervelt that it will not close Pecan Road to truck traffic by Westervelt or its agents or contractors.

In no event will Escrow Agent be required to reimburse Calera more than a total of \$61,883.94. If any escrow funds remain after completion of the Pecan Road Project, the remaining balance will be paid to Westervelt.

This the 30th day of ^{September}~~June~~, 2023.

City of Calera, Alabama

Westervelt Company, Inc.

by John Graham

by Ray T. Roby III
~~Mayor~~
As its Vice President & General Counsel

Accepted by Escrow Agent:

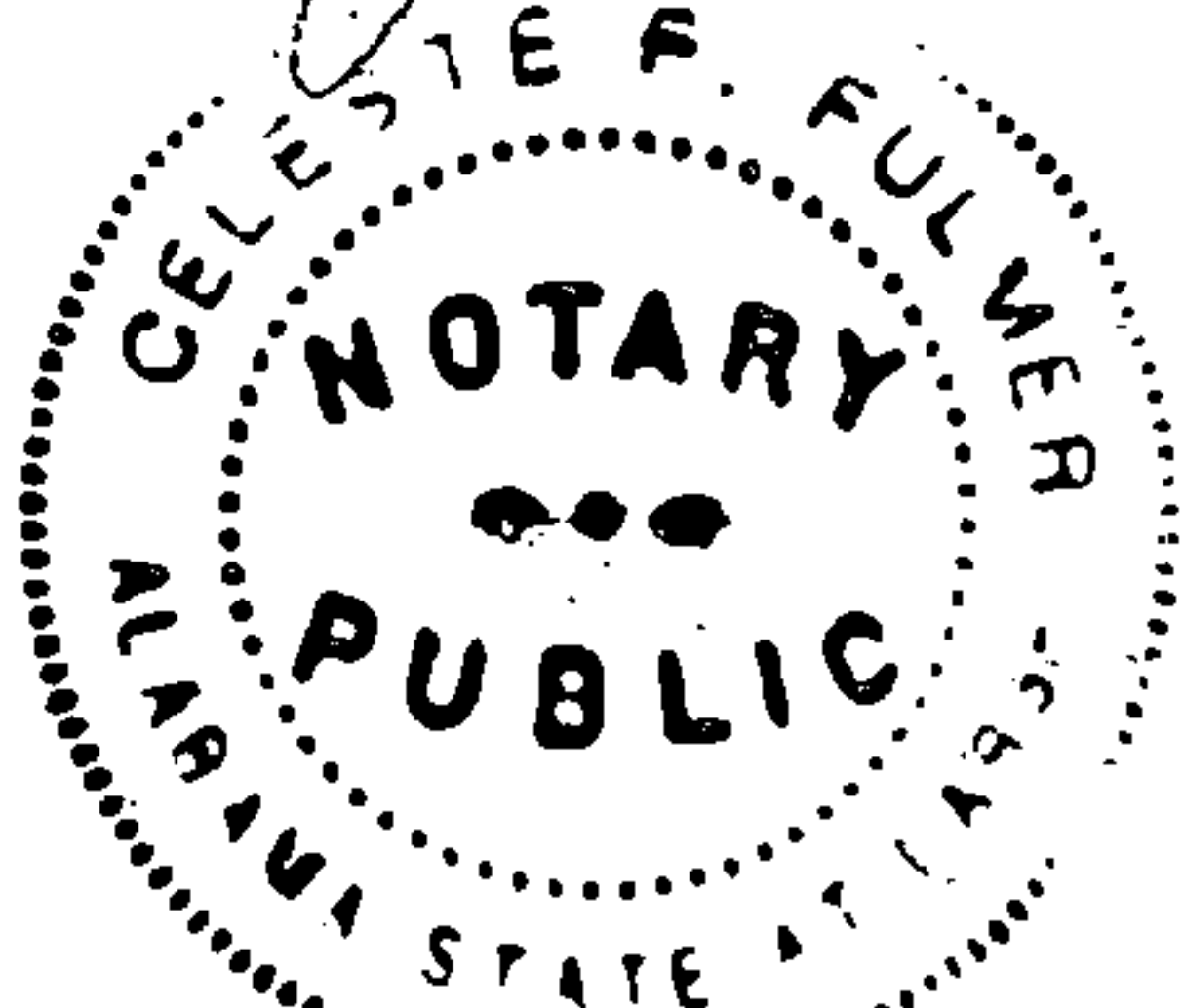
William R. Justice
William R. Justice, partner

**CERTIFIED TRUE AND
CORRECT COPY**

William R. Justice 10/18/23

Sworn to and subscribed before me this 18th day
of October, 2023

Celeste Fulmer, Notary Public





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Central Alabama Asphalt &

Construction Co., LLC

P.O. Box 20766

Tuscaloosa, AL 35402

Office: (205) 349-0910

Fax: (205) 752-0890

jrpo@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:

PROJECT NAME:

Pecan Road

Asphalt Patching & Resurfacing

DATE:

9/27/2022

PHONE:

TO OUR VALUED CUSTOMERS

PROJECT LOCATION:

Calera, Alabama

HOME:

ATTN: OWNER/ESTIMATOR

WE HEREBY SUBMIT OUR PROPOSAL FOR:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Demobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	Placement of Bituminous Concrete Binder Layer, Patching, 1" Maximum Agg. - (4.0" Thickness)(Labor & Haul Only)(Excludes Asphalt Material)	743	SY	\$ 30.30	\$ 22,512.90
3	Placement of Bituminous Concrete Surface Layer, 1/2" Maximum Agg. Size Mix - (1" Thickness)(Labor & Haul Only)(Excludes Asphalt Material) (Includes Tack Coat)(Includes Pecan Road)	1,948	SY	\$ 7.48	\$ 14,571.04
TOTAL (ALL LABOR, EQUIPMENT & HAUL)-----					\$ 39,583.94
4	Bituminous Concrete Binder Mix, 1" Max. Agg. Size (FOB)(Paid By Owner)	175	TON	\$ 64.00	\$ 11,200.00
5	Bituminous Concrete Surface Mix, 1/2" Max. Agg. Size (FOB)(Paid By Owner)	150	TON	\$ 74.00	\$ 11,100.00
TOTAL (ASPHALT MATERIAL)-----					\$ 22,300.00

General Notes:

Striping is not included unless noted

Proposal is subject to increases in ALDOT A/C Index

Contractor cannot guarantee drainage with grades at less than 1%

Proposal does not include any patching/leveling unless noted above

Contractor not responsible for vegetative growth within asphalt

No traffic control or signage is included within the proposal

Contractor cannot guarantee base and/or paving if others install the base

Asphalt depths are approximate and are based on an average thickness

This is a unit price quotation & contract. Payment would be based on in place quantities

Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization

If existing subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added

Owner agrees Contractor shall not be held retinage on any pay request or held responsible for liquidated damages

Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt

Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included

Price is based on work being performed prior to December 31, 2022, supplemental pricing will be required for work after this date

Price includes only what is listed above and includes one mobilization for milling/paving work, if additional mobilizations are required cost may be incurred.

Payment to be made as follows:

Monthly estimates - Payment is due within 30 days of receipt of monthly estimate.

Finance charge will accrue from the due date at the rate of 1.5% per month (18% per annum).

All material is granted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Comp. Insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

Authorized
Signature

Jonathan L. Poe

NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable; in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year) from the due date.)

ACCEPTED:

Date

By:

Its:

OWNER'S COPY