

**CULLMAN COUNTY COMMISSION MEETING**  
**July 20, 2021**

**CALL TO ORDER AND WELCOME GUESTS**

Chairman Clemons called the Meeting at 6:00 pm.

**CALL OF ROLL TO ESTABLISH QUORUM**

Tiffany Merriman, County Clerk, called the roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, County Administrator John Bullard, County Engineer Bryan Cheatwood, and County Attorney Emily Johnston. Clarence Benefield gave the invocation. Matt Kinsland led the Pledge of Allegiance.

**APPROVE THE MINUTES OF THE JUNE 15, 2021, MEETING AND JULY 15, 2021 SPECIAL CALLED MEETING, APPROPRIATIONS, EXPENDITURES, PERSONNEL ACTIONS, PAYROLL, AND REQUISITIONS AND APPROVE ALL JOURNAL ENTRIES TO BE POSTED**

Commissioner Watson made a motion to approve the minutes of the June 15, 2021 Meeting and July 15, 2021, Special Called Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted. Commissioner Watson seconded, and the motion passed on a unanimous voice vote.

**PUBLIC COMMENTS/UPDATES**

County Attorney Emily Johnston stated the Colony Cemetery was placed on the Alabama Historic Cemetery Registry. The Commission asked Colony Mayor Curtis Johnson to come to speak about the Proclamation and the Colony Cemetery.

Mayor Johnson thanked the County Commission for the invitation to speak as well as the Proclamation. The Colony Cemetery was created back in the 1860s at Pleasant Grove Methodist Church. Pleasant Grove Methodist Church was the first and only church in the community. Everyone who passed away was buried at Pleasant Grove Cemetery. When other churches were built, Pleasant Grove became known as the Colony Cemetery due to the lack of property and roads already established.

Taylor Lentini addressed the Commission about concerns he has involving the proposed plat for Cotton Patch Estates. He expressed his concerns involving traffic safety, road conditions, property values, water run-off, fire hydrants, utilities, and power.

**NEW BUSINESS**

**Recognition: Kenneth Calvert retiring after 17 years of service with the Sanitation Department**

Commissioner Marchman made a motion to approve the recognition of Kenneth Calvert retiring after 17 years of service with the Sanitation Department. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Resolution 2021-28: Authorize the filing of grant application for Alabama Department of Economic and Community Affairs funds for Stony Lonesome OHV Park in the amount of \$346,244.00 and authorize Chairman Clemons to sign all related documents.**

Economic Director Bradley Williams addressed the Commission explaining that this item and the next item are all in one grant passed a few months ago. After talking to the Alabama Department of Economic and Community Affairs, they wanted us to separate this and the next item. This item is pertaining to the bridges and the trail repairs at Stony Lonesome OHV Park. An additional \$25,000.00 was received, making the grand total of \$525,000.00 in grants.

Commissioner Watson stated, "this money can only be used in Parks."

Mr. Williams advised this is a Recreational Trails Program (RTP) grant that can only be used for parks. It is an 80/20 match. The funds are only for motorized parks.

Commissioner Watson made a motion to approve Resolution 2021-28: Authorize the filing of grant application for Alabama Department of Economic and Community Affairs funds for Stony Lonesome OHV Park in the amount of \$346,244.00 and authorize Chairman Clemons to sign all related documents. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Resolution 2021-29: Authorize the filing of grant application for Alabama Department of Economic and Community Affairs funds for Stony Lonesome OHV Park in the amount of \$178,693.00 and authorize Chairman Clemons to sign all related documents**

Economic Director Bradley Williams, this applies to the same grant. This grant is for the equipment, lights, radio, etc. This portion of the grant will help fix trails or put in pipe. With the parks having their own equipment, they will be able to do their own repairs. Commissioner Marchman made a motion to approve Resolution 2021-29: Authorize the filing of grant application for Alabama Department of Economic and Community Affairs funds for Stony Lonesome OHV Park in the amount of \$178,693.00 and authorize Chairman Clemons to sign all related documents. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Ratify change order for two garage motors and associated electrical work from CH Harris, Inc for CARTS Bus Wash in the amount of \$4,105.00**

County Administrator John Bullard explained this is a change order for the CARTS Bus Wash. This will be for the installation and electrical work to install the Bus Wash. Commissioner Watson made a motion to ratify change order for two garage motors and associated electrical work from CH Harris, Inc for CARTS Bus Wash in the amount of \$4,105.00. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider reappointing Cliff Harris to the Health Care Authority Board for a 6-year term to expire 06/30/27**

Commissioner Marchman made a motion to approve reappointing Cliff Harris to the Health Care Authority Board for a 6-year term to expire 06/30/27. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider reappointing Perry Knight to the Health Care Authority Board for a 6-year term to expire 6/30/27**

Commissioner Watson made a motion to approve reappointing Perry Knight to the Health Care Authority Board for a 6-year term to expire 6/30/27. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider the surplus of a 2010 Chevy Malibu from the Cullman County Sheriff's Office to be disposed of on Gov Deals**

Commissioner Marchman made a motion to approve the surplus of a 2010 Chevy Malibu from the Cullman County Sheriff's Office to be disposed of on Gov Deals. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the surplus of a 2006 Canon Digital Copier from the County Commission Office to be disposed of on Gov Deals**

Commissioner Watson made a motion to approve the surplus of a 2006 Canon Digital Copier from the County Commission Office to be disposed of on Gov Deals. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Consider the surplus of 56 Automark Handicap Voting Machines and dispose of by Trade-in on new Express Vote Machines**

County Administrator John Bullard advised that this is related to the item last month. We approved the purchase of the new Express Voting Machines that will help disabled voters in Cullman County. This item is just a matter of protocol to take these machines out of our inventory and trade them against the new machines. The bulk of the cost was covered by a grant from the Secretary of State's Office. Commissioner Marchman made a motion to approve the surplus of 56 Automark Handicap Voting Machines and dispose of them by Trade-in on new Express Vote Machines. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider additional allocation of \$350.00 to the United Way of Cullman County to support the mission of serving the residents of Cullman County under the existing Contract for Services**

County Administrator John Bullard advised this is an additional allocation for the United Way of Cullman's primary fundraiser for this year. Commissioner Watson made a motion to approve the additional allocation of \$350.00 to the United Way of Cullman County to support the mission of serving the residents of Cullman County under the existing Contract for Services. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Consider approval and authorize Chairman to sign agreement with Evan Terry and Associates to provide ADA Facilities Consulting Services**

Commissioner Marchman made a motion to approve and authorize Chairman to sign agreement with Evan Terry and Associates to provide ADA Facilities Consulting Services. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the purchase of three 2022 Ford Super Duty F-450 DRW(W4H) XL 4WD Crew Cab under Sourcewell (Formerly known as NJPA) Contract 120716-NAF in the amount of \$55,556.10 each for the Cullman County Water Department**

Commissioner Watson made a motion to approve the purchase of three 2022 Ford Super Duty F-450 DRW(W4H) XL 4WD Crew Cab under Sourcewell (Formerly known as NJPA) Contract 120716-NAF in the amount of \$55,556.10 each for the Cullman County Water Department. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize the purchase of two Takeuchi TB240 Compact Excavator from the Alabama County Joint Bid Program in the amount of \$50,983.00 each for the Cullman County Water Department and authorize Chairman Clemons to sign all related paperwork**

Commissioner Marchman made a motion to authorize the purchase of two Takeuchi TB240 Compact Excavator from the Alabama County Joint Bid Program in the amount of \$50,983.00 each for the Cullman County Water Department and authorize Chairman Clemons to sign all related paperwork. Commissioner Watson seconded. Upon a unanimous vote, the motion carried.

**Authorize purchase for two Solar 24/7 Flashing Beacons for warning light and signs on Alabama Highway 69 at County Road 54 and Alabama Highway 91 intersections in the amount of \$9,158.00 and authorize Chairman Clemons to sign all related paperwork**

Commissioner Watson made a motion to authorize purchase for two Solar 24/7 Flashing Beacons for warning light and signs on Alabama Highway 69 at County Road 54 and Alabama Highway 91 intersections in the amount of \$9,158.00 and authorize Chairman Clemons to sign all related paperwork. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize chain link fence to be installed by Parris Fence Company at CARTS in the amount of \$12,666.50**

Commissioner Marchman made a motion to authorize chain link fence to be installed by Parris Fence Company at CARTS in the amount of \$12,666.50. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman Clemons to sign memorandum of understanding between the Alabama Department of Public Health and the Cullman County Commission**

Commissioner Watson made a motion to authorize Chairman Clemons to sign memorandum of understanding between the Alabama Department of Public Health and the Cullman County Commission. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Authorize Revenue Commissioner Barry Willingham to sign TransUnion agreement for the Cullman County Revenue Office**

Commissioner Marchman made a motion to authorize Revenue Commissioner Barry Willingham to sign TransUnion agreement for the Cullman County Revenue Office. Commissioner Watson seconded, and the motion passed upon a unanimous voice vote.

**Authorize EMA Director Phyllis Little to sign grant agreement in the amount of \$10,000.00 with the Alabama Department of Public Health to purchase supplies and/or equipment for mass fatality response and to provide training and/or exercises for the State Mortuary Operations Response Team**

EMA Director Phyllis Little advised Cullman County hosts the State Mortuary Operations Response Team. This is the annual grant for Public Health. The grant is 100 percent reimbursed. This grant will allow for the purchase of supplies, equipment, and equipment maintenance. Commissioner Watson made a motion to authorize EMA Director Phyllis Little to sign grant agreement in the amount of \$10,000.00 with the Alabama Department of Public Health to purchase supplies and/or equipment for mass fatality response and to provide training and/or exercises for the State Mortuary Operations Response Team. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Approve and authorize Chairman to execute an agreement with CDG Engineers for design, management, and final inspection of Power Backup systems at five Community Storm Shelters at a cost of \$9,500. .**

Economic Director Bradley Williams explained this is a project that was leftover from the year 2014. Five shelters did not have a battery back-up or a generator. Once completed, the grant can be closed out. Commissioner Marchman made a motion to approve and authorize Chairman to execute an agreement with CDG Engineers for design, management, and final inspection of Power Backup systems at five Community Storm Shelters at a cost of \$9,500. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Proposed plat Ebenezer Subdivision. A minor subdivision containing 8 Lots located on County Road 615**

County Engineer Bryan Cheatwood advised Ebenezer Subdivision does meet the subdivision regulations. This is a preliminary plat, and all concerns expressed here tonight will be addressed before we sign the final plat. Commissioner Watson made a motion to approve the proposed plat Ebenezer Subdivision. A minor subdivision containing 8 Lots located on County Road 615. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Proposed plat Cotton Patch Estates. A minor subdivision containing 17 Lots located on County Road 349**

County Engineer Bryan Cheatwood explained Cotton Patch Estates meets the subdivision regulations, and we will take the concerns expressed here tonight and make sure the problems are addressed. Commissioner Marchman made a motion to approve the proposed plat Cotton Patch Estates. A minor subdivision containing 17 Lots located on County Road 349. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Proposed plat Eastern Shores Phase 2. A major subdivision containing 21 Lots located on County Road 1462 and Orchard Drive**

County Engineer Bryan Cheatwood advised Eastern Shores Phase 2 plat does meet the subdivision regulations. There are construction items being completed and unless they submit a bond or finish the construction, we will hold-off on signing the final plat. Commissioner Watson made a motion to approve the proposed plat Eastern Shores Phase 2. A major subdivision containing 21 Lots located on County Road 1462 and Orchard Drive. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Bid # 1355: Jail Supplies for the Cullman County Jail**

Lieutenant Rebekah Cash addressed the Commission and stated this is the annual bid for jail supplies at the Cullman County Jail. North Alabama Chemical was awarded the bid for the jail supplies and Central Paper was awarded the bid for the kitchen and laundry supplies. North Alabama submitted a bid in the amount of \$126,061.20 and Central Paper submitted a bid in the amount of \$28,850.00. The total bid

totaled \$151,911.20. Commissioner Marchman made a motion to approve Bid # 1355: Jail Supplies for the Cullman County Jail. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Award Bid #1358: Aggregate to Blount Springs Materials, Vulcan Materials Company, C.A. Langford Co., Inc, Madison Materials, Inc.(purchase will be based on vicinity and availability of materials)**

County Engineer Bryan Cheatwood recommended to award bid #1358. This will give more flexibility with the unlimited or restricted supply of building materials. Commissioner Watson made a motion to award Bid #1358: Aggregate to Blount Springs Materials, Vulcan Materials Company, C.A. Langford Co., Inc, Madison Materials, Inc.(purchase will be based on vicinity and availability of materials). Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Extend Bid #1356: Unleaded Gasoline and Diesel to B & B Petroleum for one year**

County Administrator John Bullard explained this is just a request to extend the existing bid. Commissioner Marchman made a motion to extend Bid #1356: Unleaded Gasoline and Diesel to B & B Petroleum for one year. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

**WORK SESSION**

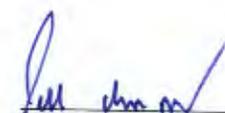
Chairman Clemons announced the next Commission Work Session will be Tuesday, August 17, 2021, at 4:00 pm in the Commission Meeting Room

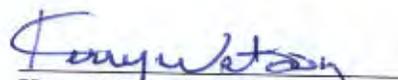
**NEXT REGULAR COMMISSION MEETING TUESDAY, AUGUST 17, 2021**

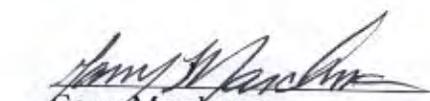
Chairman Clemons announced the next Commission Meeting will be Tuesday, August 17, 2021, at 6:00 pm in the Commission Meeting Room

**ADJOURN THE MEETING**

Commissioner Watson made a motion to Adjourn. Commissioner Marchman seconded. Meeting was adjourned at 6:30 pm.

  
\_\_\_\_\_  
Jeff Clemons,  
Chairman

  
\_\_\_\_\_  
Kerry Watson,  
Associate Commissioner

  
\_\_\_\_\_  
Garry Marchman,  
Associate Commissioner

**CULLMAN COUNTY COMMISSION AGENDA**  
**July 20, 2021**

1. Call to order and welcome guests
2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
3. Approve the minutes of the June 15, 2021 Meeting and July 15, 2021 Special Called Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted
4. Public Comments/Updates
5. **NEW BUSINESS**
  - A. Recognition: Kenneth Calvert retiring after 17 years of service with the Sanitation Department
  - B. Resolution 2021-28: Authorize the filing of grant application for Alabama Department of Economic and Community Affairs funds for Stoney Lonesome OHV Park in the amount of \$346,244.00 and authorize Chairman Clemons to sign all related documents
  - C. Resolution 2021-29: Authorize the filing of grant application for Alabama Department of Economic and Community Affairs funds for Stoney Lonesome OHV Park in the amount of \$178,693.00 and authorize Chairman Clemons to sign all related documents
  - D. Ratify change order for two garage motors and associated electrical work from CH Harris, Inc for CARTS Bus Wash in the amount of \$4,105.00
  - E. Consider reappointing Cliff Harris to the Health Care Authority Board for a 6-year term to expire 06/30/27
  - F. Consider reappointing Perry Knight to the Health Care Authority Board for a 6-year term to expire 6/30/27
  - G. Consider the surplus of a 2010 Chevy Malibu from the Cullman County Sheriff's Office to be disposed of on Gov Deals
  - H. Consider the surplus of a 2006 Canon Digital Copier from the County Commission Office to be disposed of on Gov Deals
  - I. Consider the surplus of 56 Automark Handicap Voting Machines and dispose of by Trade-in on new Express Vote Machines
  - J. Consider additional allocation of \$350.00 to the United Way of Cullman County to support the mission of serving the residents of Cullman County under the existing Contract for Services

- K. Consider approval and authorize Chairman to sign agreement with Evan Terry and Associates to provide ADA Facilities Consulting Services
- L. Consider the purchase of three 2022 Ford Super Duty F-450 DRW(W4H) XL 4WD Crew Cab under Sourcewell (Formerly known as NJPA) Contract 120716-NAF in the amount of \$55,556.10 each for the Cullman County Water Department
- M. Authorize the purchase of two Takeuchi TB240 Compact Excavator from the Alabama County Joint Bid Program in the amount of \$50,983.00 each for the Cullman County Water Department and authorize Chairman Clemons to sign all related paperwork
- N. Authorize purchase for two Solar 24/7 Flashing Beacons for warning light and signs on Alabama Highway 69 at County Road 54 and Alabama Highway 91 intersections in the amount of \$9,158.00 and authorize Chairman Clemons to sign all related paperwork
- O. Authorize chain link fence to be installed by Parris Fence Company at CARTS in the amount of \$12,666.50
- P. Authorize Chairman Clemons to sign memorandum of understanding between the Alabama Department of Public Health and the Cullman County Commission
- Q. Authorize Revenue Commissioner Barry Willingham to sign TransUnion agreement for the Cullman County Revenue Office
- R. Authorize EMA Director Phyllis Little to sign grant agreement in the amount of \$10,000.00 with the Alabama Department of Public Health to purchase supplies and/or equipment for mass fatality response and to provide training and/or exercises for the State Mortuary Operations Response Team
- S. Approve and authorize Chairman to execute an agreement with CDG Engineers for design, management, and final inspection of Power Backup systems at five Community Storm Shelters at a cost of \$9,500
- T. Proposed plat Ebenezer Subdivision. A minor subdivision containing 8 Lots located on County Road 615
- U. Proposed plat Cotton Patch Estates. A minor subdivision containing 17 Lots located on County Road 349
- V. Proposed plat Eastern Shores Phase 2. A major subdivision containing 21 Lots located on County Road 1462 and Orchard Drive

- W. Bid # 1355: Jail Supplies for the Cullman County Jail
  
  - X. Award Bid #1358: Aggregate to Blount Springs Materials, Vulcan Materials Company, C.A. Langford Co., Inc, Madison Materials, Inc.(purchase will be based on vicinity and availability of materials)
  
  - Y. Extend Bid #1356: Unleaded Gasoline and Diesel to B & B Petroleum for one year
- 
- 6. The next Commission Work Session will be Tuesday, August 17, 2021, at 4:00 p.m. in the Commission Meeting Room
  
  - 7. The next Commission Meeting will be Tuesday, August 17, 2021, at 6:00 p.m. in the Commission Meeting Room
  
  - 8. Adjourn

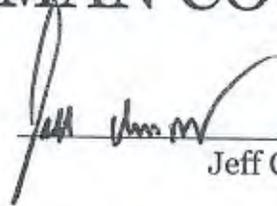
CONGRATULATIONS ON YOUR RETIREMENT

Kenneth Calvert

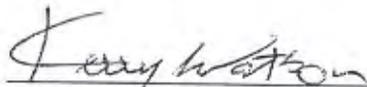
May the blessings of good health, the joy of good friends, a loving family and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

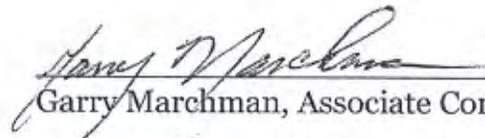
CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

June 2004 – July 2021

**RESOLUTION # 2021-28**

**WHEREAS**, Cullman County has made it known their intentions to apply to the State of Alabama for Recreational Trails Program Funds to replace bridges, rehab trails and purchase trail maintenance equipment at Stony Lonesome OHV Park; and

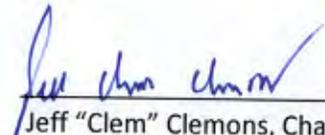
**WHEREAS**, said programs are limited to funding a maximum of eighty percent (80%) of the proposed project cost which will be used to rehab trails and bridges; and

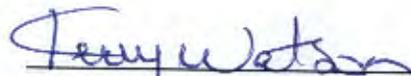
**WHEREAS**, the Alabama Department of Economic and Community Affairs (ADECA) requested the County make revisions to their original application submitted in March of 2021, including an additional \$24,937 in available grant funds

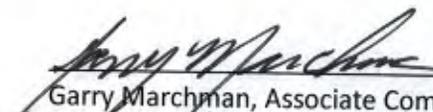
**NOW, THEREFORE BE IT RESOLVED**, that the Cullman County Commission authorizes the Chairman to apply to the Recreational Trails Program requesting \$346,244 in grant funds and as part of this application commits to providing twenty percent (20%) of the proposed project cost, through cash and/or in-kind services, which will be provided by the Cullman County Commission in support of this project; and

**BE IT FURTHER RESOLVED**, that in the event the grant is awarded, Cullman County understands that it will sign assurances complying with all applicable Federal State laws, rules and regulations.

Adopted the 20th day of JULY 2021.

  
\_\_\_\_\_  
Jeff "Clem" Clemons, Chairman

  
\_\_\_\_\_  
Kerry Watson, Associate Commissioner

  
\_\_\_\_\_  
Garry Marchman, Associate Commissioner

ATTEST:

  
\_\_\_\_\_  
Tiffany Merriman, County Clerk

**RESOLUTION # 2021-29**

**WHEREAS**, Cullman County has made it known their intentions to apply to the State of Alabama for Recreational Trails Program Funds to replace bridges, rehab trails and purchase trail maintenance equipment at Stony Lonesome OHV Park; and

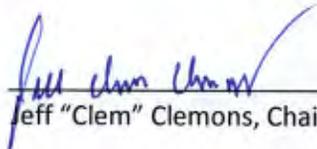
**WHEREAS**, said programs are limited to funding a maximum of eighty percent (80%) of the proposed project cost which will be used to rehab trails and bridges; and

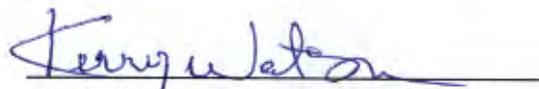
**WHEREAS**, the Alabama Department of Economic and Community Affairs (ADECA) requested the County make revisions to their original application submitted in March of 2021, including an additional \$24,937 in available grant funds

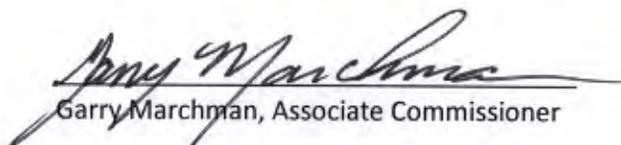
**NOW, THEREFORE BE IT RESOLVED**, that the Cullman County Commission authorizes the Chairman to apply to the Recreational Trails Program requesting \$178,693 in grant funds and as part of this application commits to providing twenty percent (20%) of the proposed project cost, through cash and/or in-kind services, which will be provided by the Cullman County Commission in support of this project; and

**BE IT FURTHER RESOLVED**, that in the event the grant is awarded, Cullman County understands that it will sign assurances complying with all applicable Federal State laws, rules and regulations.

Adopted the 20th day of JULY 2021.

  
Jeff "Clem" Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

ATTEST:

  
Tiffany Merriman, County Clerk



# AIA Document G701™ - 2001

## Change Order

PROJECT: (Name and address) BUS WASH FOR CARTS 1950 BEECH AVE SE COLUMBIA, AL 35095	CHANGE ORDER NUMBER: ONE	OWNER <input type="checkbox"/>
TO CONTRACTOR: (Name and address)	DATE: 28 MAY 2021	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER: CBW	CONTRACTOR <input type="checkbox"/>
	CONTRACT DATE: APRIL 30, 2020	FIELD <input type="checkbox"/>
	CONTRACT FOR: GENERAL CONSTRUCTION	OTHER <input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

ADD MOTORS AND THE ASSOCIATED ELECTRICAL WORK FOR THE TWO (2) OVERHEAD DOORS.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 285,950.00
The net change by previously authorized Change Orders	\$ 0
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 285,950.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 4,105.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 290,055.00
The Contract Time will be (increased) (decreased) (unchanged) by TEN (10) days	
The date of Substantial Completion as of the date of this Change Order therefore is	

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

F&O ARCHITECTS LLC	CH HARRIS, INC.	COLUMBIA CO. COMMISSION
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
301 320 AVE SE	413 CO. RD. 1337	600 2ND AVE SW
ADDRESS	ADDRESS	ADDRESS
<i>Frank Fagg</i>	<i>Clifford H. Harris</i>	<i>Jeff Clem</i>
BY (Signature)	BY (Signature)	BY (Signature)
FRANK FAGG	Clifford H. Harris	Jeff "Clem" Clemons
(Typed name)	(Typed name)	(Typed name)
28 MAY 21	<del>THE</del> 5-28-21	July 20, 2021
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Cullman County Commission  
Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 7/7/2021

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: GovDeals X Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

To be donated to: \_\_\_\_\_

Asset #: 2939 (Sheriff's Inventory) Property Decal #: \_\_\_\_\_

Serial # or VIN: 1G1ZA5E02AF278450 Tag # N/A

Description: 2010 Chevy Malibu

Reason for disposal: No longer needed for Sheriff's Office Use

Department: Sheriff's Office

Department Head Signature: *Matt Hardy, Sheriff*

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: MHL Date: 7/7/21

# Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 7/6/2021

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction GovDeals Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: \_\_\_\_\_

Asset #: 1946 Property Decal #: 1510

Serial # or VIN: KVH00107 Tag # \_\_\_\_\_

Description: Canon Digital Copier (2006 model)

Reason for disposal: Not working, parts unavailable due to age.

Department: Commission

Department Head Signature: \_\_\_\_\_

Transferred to: \_\_\_\_\_

Department Head Signature: John M. Buller

# Cullman County Commission

Cullman, Alabama

Upon completion, submit this form to Marie Livingston in the Commission Office

Date: 6/28/2021

The following equipment/vehicle is no longer in use and the following action should be taken:

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction \_\_\_\_\_ Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

Other: Trade-in

Asset #: 1928 Property Decal #: \_\_\_\_\_

Serial # or VIN: \_\_\_\_\_ Tag # \_\_\_\_\_

Description: 56 Automark Handicap Voting Machines

Reason for disposal: Being used as Trade-in on new Express Vote Machines - Trade-in allowance with Election Systems & Software is \$61,803.00

Department: Probate

Department Head Signature: 

Transferred to: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

For Office Use: Verified: MHL Date: 6/28/2021



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Required Delivery Date: No later than June 30, 2021

Phone Number: 256-775-4810

Fax Number: N/A

Customer Contact Title: Susan Rollo

Customer Name: Cullman County, Alabama

Type of Sale:  NEW  
 Type of Equip:  NEW     REFURBISHED

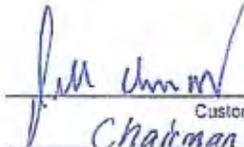
Bill To: \_\_\_\_\_  
Cullman County, Alabama  
Tammy Brown  
P.O. Box 970  
Cullman, AL 35056

Ship To: \_\_\_\_\_  
Cullman County, Alabama  
Tammy Brown  
500 2nd Avenue S.W. - Room 101  
Cullman, AL 35055

Item	Description	Qty	Price	Total
1	ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	54	\$3,325.00	\$179,550.00
2	ExpressVote BMD Soft-Sided Carrying Case	54	\$175.00	\$9,450.00
3	ExpressVote BMD Equipment OC, Regional Training, and Shipping & Handling	1	\$7,803.00	\$7,803.00
4	Customer Discount & Trade-In Allowance Equipment Being Traded-In by Customer: AutoMARK	1	(\$61,803.00)	(\$61,803.00)
<b>Order Total</b>				<b>\$ 135,000.00</b>

Freight Billable: yes  no

\_\_\_\_\_  
 Gregg Woodyard  
 Regional Sales Manager  
 \_\_\_\_\_  
 V.P. of Finance                      Date

  
 \_\_\_\_\_  
 Customer Signature                      Date 10/28/21  
 \_\_\_\_\_  
 Chairman                                      Title

**Trade-In Equipment:**  
 ESSS will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.  
 ESSS is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

# Sales Order Agreement

<b>Payment Terms</b>	<p>\$67,500.00 of Order Total will be invoiced upon Contract Execution.</p> <p>\$67,500.00 of Order Total will be invoiced following the delivery of all ExpressVote BMD Terminals.</p> <p>Invoices are due net 30 from invoice date.</p> <p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.</p>
<b>Warranty Period:</b>	<p>Provided that delivery occurs on or before June 30, 2021, the warranty period will commence upon Equipment Delivery and continue through September 30, 2022.</p>
<b>Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)</b> The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	

SEE EQUIPMENT PURCHASE AND SOFTWARE LICENSE TERMS

3-18-21

RE: Agreement to Provide ADA Facilities Consulting Services  
For Cullman County Commission  
Re: Cullman County Parks and Facilities

Dear Chairman Clemons,

This letter shall confirm our understanding and constitute our agreement ("Agreement") that EVAN TERRY ASSOCIATES, LLC, One Perimeter Park South, Suite 200S, Birmingham, Alabama 35243 ("ETA" or "Consultant") shall furnish to: Cullman County Commission  
500 Second Avenue, S.W.  
Cullman, Alabama 35055

("Client") professional services ("Services") as described below in connection with the facilities referred to above ("Facilities"). Further, the provisions set forth in the Consultant's standard Terms and Conditions ("Terms and Conditions"), are attached to this Agreement, incorporated into it by reference and made as fully a part of this Agreement as if completely set forth in it.

## 1. GENERAL

The Americans with Disabilities Act of 1990 as amended (ADA) and other laws, codes, and standards relating to access for people with disabilities (Other Access Regulations and Standards) contain many complex, interrelated, and sometimes conflicting requirements. They contain many concepts and terms of art which have yet to be tested by actual experience and/or fully defined in the courts with respect to particular factual situations. The Client and Consultant have discussed this situation prior to entering into this Agreement. Accordingly, the Client acknowledges that the Consultant has made no claim, express or implied, that, in performing the Services, Consultant will interpret these requirements the same way that every authority having jurisdiction would interpret them, or that Consultant will identify every barrier to individuals with disabilities where removal might be required by the ADA or Other Access Regulations and Standards. Client recognizes that Consultant provides accessibility consulting, not legal advice, and Client will seek the advice of competent legal counsel for such advice. Further, the Client acknowledges that, as between the Client and Consultant, the Client is solely responsible for non-discrimination under the ADA and other applicable law and that civil lawsuits under the ADA and other Access Laws (frivolous or otherwise) remain possible regardless of the number or types of barriers, if any, that exist in the Client's facilities and/or that the Client decides to remove. Client acknowledges that Consultant's Basic Services do not include providing any accounting or legal advice on disability law and the requirements of the ADA and/or other laws, codes and standards that might be required to make appropriate legal and financial decisions and to protect Client's interests and, where such services are needed, Client will engage such services under separate agreements with qualified parties.

Where the Scope of Work includes review of in-progress design and/or construction work of others by ETA, Client acknowledges that ETA will probably not be able to identify every barrier that is incorporated into the design or construction of the facility by others at the level of services provided under the normal standard of care for ADA plan reviews and construction observation. ETA will, however, attempt to identify and document such non-compliant conditions based on the level of service provided under this Agreement. Once ETA has identified and reported on such barriers and/or non-compliant conditions to Client, ETA shall have no further obligation or responsibility to verify their correction unless specified in this Agreement.

## 2. SERVICES

2.1 The Consultant shall perform Services described in the attached Statement of Services. Such Statement of Services, if provided, is marked Exhibit A and is incorporated into this Agreement by reference and made as fully a part of this Agreement as if completely set forth in it.

2.2 The Consultant shall perform the Services as expeditiously as is consistent with Client approvals, notices to proceed, professional skill and care, and the orderly progress of the Services.

### 3. COMPENSATION

3.1 The Client shall make an initial payment of **zero** dollars upon execution of this Agreement.

3.2 The Client shall compensate the Consultant for time spent by the Consultant's Principals, Employees, Independent Contractors, and Subconsultants in performing the Basic Services according to the Consultant's Schedule of Hourly Rates. Such Schedule of Hourly Rates is attached to this Agreement as Exhibit B and is incorporated into this Agreement as if completely set forth in it. Hourly rates shall be adjusted annually in accordance with Consultant's normal review process.

3.3 The Client shall compensate the Consultant for time spent by the Consultant's Principals, Employees, Independent Contractors, and Subconsultants in performing the Services described as Additional Services according to the Consultant's Schedule of Hourly Rates. Such Schedule of Hourly Rates is attached to this Agreement as Exhibit B and is incorporated into this Agreement by reference and made as fully a part of this Agreement as if completely set forth in it. Hourly rates shall be adjusted annually in accordance with Consultant's normal review process.

3.4 The Client shall compensate the Consultant for the cost of Subconsultants requested by the Client and employed by the Consultant in conjunction with the Services, at a multiple of **1.2** times the amount billed to the Consultant by each such Subconsultant.

3.5 If the scope of the Consultant's Services is changed materially, the amount of compensation shall be equitably adjusted.

### 4. REIMBURSABLE EXPENSES

The Client shall reimburse the Consultant for the expenses listed as Reimbursable Expenses in Paragraph 5 of the Terms and Conditions at a multiple of **1.0** times the amounts expended by the Consultant and the Consultant's employees in conjunction with the Services. If Client requires original receipts or copies of all receipts as full backup for all expenses, the markup multiple will be **1.1**.

### 5. INVOICING

#### 5.1 Services

The Consultant shall submit to the Client its invoices for Services no more frequently than monthly on account of the Services performed.

#### 5.2 Reimbursable Expenses

Accompanying each invoice for Services, the Consultant shall submit to the Client a separate related invoice for Reimbursable Expenses, if any. Consultant shall use the Client's per diem rate.

### 6. PAYMENTS

6.1 The Client shall pay the Consultant for Services and Reimbursable Expenses within thirty days after the Client receives the Consultant's invoices for Services rendered and Reimbursable Expenses incurred.

6.2 Payments due and unpaid by the Client under this Agreement shall be subject to a service charge from the date due at the rate of **one (1.0) percent** per month until paid.

Your signature below indicates that you have received this Agreement with Exhibit A, (if provided), Exhibit B and the Terms and Conditions attached. Your signature also indicates that you understand and accept them and intend to be bound by their provisions.

In witness of the making and execution of this Agreement as of the date of this letter, please sign both copies of this Agreement in the space provided below and return one signed copy for our files.

Sincerely,  
EVAN TERRY ASSOCIATES, LLC

James L. E. Terry, Chief Executive Officer  
Effective Date: \_\_\_\_\_  
Date or Signature: \_\_\_\_\_

Accepted/Agreed to by:  
Cullman County Commission

By: Jeff Clemons

Title: Chairman Cullman County Commission

Effective Date: 7/20/21  
Signature: Jeff Clemons

**"EXHIBIT A  
STATEMENT OF SERVICES  
(BROAD SCOPE CONSULTING)**

**1. BASIC SERVICES**

Basic Services under this Agreement shall include the following when requested by the Client:

- 1.1 Meet with the Client to assist the Client in identifying which spaces in the Facilities are public accommodations, which are commercial facilities under Title III of the ADA, and which are subject to the program access requirements of Title II of the ADA. Identify any Other Access Regulations and Standards to be included in the Scope of Work.
- 1.2 Assist the Client in determining which spaces comprise the major exterior and interior accessible routes, circulation paths, and paths of travel which are to become accessible to people with disabilities, as well as the other major public accommodations, commercial facilities, and public entity areas, spaces, and elements which are to become accessible to people with disabilities.
- 1.3 Designate, at Client's option, on architectural and/or engineering record documents of the Facilities (if provided by the Client), those interior and exterior areas, spaces, and elements which the Client has determined are to be surveyed by the Consultant.
- 1.4 Conduct a "Standard Barrier Survey," "Modified Standard Barrier Survey," and/or "High Speed Barrier Survey" of only the unconcealed, visually observable characteristics of the spaces and elements identified pursuant to the paragraphs above, and analyze the results of such survey.
- 1.5 Report to the Client on the barriers which could reasonably be identified pursuant to Paragraph 1.4, above, and include the Consultant's professional opinion with respect to the relative severity, priority, difficulty and/or expense to remove such barriers.
- 1.6 Assist the Client in determining which barriers under the ADA and Other Access Regulations and Standards, if any, might need to be removed under the "Readily Achievable" barrier removal requirements of 36.304 or the program access requirements of Title II or any applicable Other Access Regulations and Standards.
- 1.7 Meet for a period of **(optional)** hours with the Client and the Client's staff who will be responsible for implementing changes to the Facilities, if any, required to comply with the ADA and Other Access Regulations and Standards to discuss the existence of physical, communication, and other barriers to people with disabilities, and the general obligations of the Client to remove such barriers under the ADA and Other Access Regulations and Standards.
- 1.8 Develop a Draft Transition Plan as required by ADA Title II Section 35.150 listing the physical barriers which block and/or adversely affect program access, outlining steps for removing the barriers, scheduling the removal of those barriers, and naming the individual(s) responsible for implementing the plan.
- 1.9 Review the Draft Transition Plan with the Client and assist the Client during the public review and comment process and in making modifications to that plan to allow the Client to adopt it as its ADA Section 35.150 Transition Plan.
- 1.10 Provide hard copy reports and/or, an electronic copy of the database used to prepare them and/or a live, web-accessible database with reporting options as requested.
- 1.11 Provide Services to make ADA and/or Other Access Regulations and Standards presentations on behalf of Client to staff, management, directors or others.
- 1.12 Provide training of Client's staff on the specific regulations and design standards that affect the Client's particular policies, procedures, communications, programs and/or facilities and the steps that must be taken to bring them into compliance.
- 1.13 Provide training of Client's staff on barrier management techniques to simplify follow-up reviews and barrier removal work.

1.14 Provide Consulting Services to assist with Client's entire access compliance program, to coordinate a process and/or develop a comprehensive and consistent plan for compliance, and/or to serve as a technical resource for Facility and program access questions related to the ADA and Other Access Regulations and Standards.

## 2. ADDITIONAL SERVICES AND EXCLUDED SERVICES

2.1 Services available from the Consultant are not limited to those described in Paragraph 1, above, but include those listed below as Additional Services. Such Additional Services are not part of Basic Services and will not be performed unless authorized by the Client, and for additional compensation. The Consultant has indicated how each such Service may affect the Client's benefits and risks and, where the Consultant has recommended that a Service be performed, the Consultant has made such known to the Client and the Client has confirmed its decision that, in the Client's opinion, such Service is not necessary or, if the Client believes that it is necessary, the Client has made or will make other arrangements to obtain it. Additional Services include, but are not necessarily limited to:

2.1.1 Provide architectural and engineering services for the design of modifications to the Facilities for the removal of barriers to people with disabilities. (These services only available in states where we and/or our consulting engineers are or become licensed to practice.)

2.1.2 Suggest solutions for or design of "reasonable accommodations" to allow qualified, but disabled, employees or potential employees of the Client to perform essential employment functions and/or gain other benefits of employment.

2.1.3 Provide Services in connection with investigations, public hearings, administrative hearings, arbitration proceedings or legal proceedings to which the Consultant is not a party.

2.1.4 Provide alternative methods to provide access for people with disabilities.

2.1.5 Coordinate the efforts and/or assist with the development of a comprehensive self-evaluation of programs, services, activities and benefits offered by the Client as required by ADA Title II Section 35.150.

2.1.6 Assist with the Client's entire compliance efforts, coordinate the process to develop a comprehensive and consistent plan for compliance, and serve as a technical resource for specific questions related to ADA and/or Other Access Regulations and Standards issues.

2.1.7 Provide alternative means of dispute resolution Services including factfinding, case settlement negotiations, mediation, and/or providing expert witness testimony.

2.1.8 Provide training of Client's staff on disability sensitivity awareness issues and proper etiquette to use with people with disabilities.

2.1.9 Provide Services, beyond those specifically outlined in this agreement, to develop a comprehensive evaluation of policies, procedures, communications, programs, services, activities and/or benefits offered by the Client.

2.1.10 Provide Services to conduct detailed signage surveys and/or develop a signage package to specify locations and text for required signage.

2.1.11 Provide Services to assist in planning capital budgets and schedules.

2.1.12 Provide database management services including maintenance and updating of additional information as barriers are removed or providing reports in alternate formats.

2.1.13 Provide Plan Review Services for new construction, alterations and/or renovation projects to assess their compliance with ADA or Other Access Regulations and Standards.

2.1.14 Provide services related to those parts of the ADA and/or Other Access Regulations and Standards which deal with employment policies and practices, transportation issues, and telecommunications.

2.1.15 Provide computer graphics services such as a.) documentation of barriers on CAD drawings, b.) 3-D analysis of facilities for barriers such as along accessible routes or sight lines in assembly spaces, or c.) multimedia presentations of findings or plans.

2.2 If any of the following Services are required due to circumstances beyond the Consultant's control, the Consultant shall notify the Client prior to commencing such Services. If the Client deems that such Services are not required, the Client shall, within the time specified in the notification, give prompt written notice to the Consultant and the Consultant shall have no obligation to provide such Services. Otherwise, the Client shall be deemed to have authorized such Services and shall pay for them as provided in the Agreement.

2.2.1 Making revisions in documents prepared by the Consultant when such revisions are a) inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's budget; b) required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or c) due to changes required as a result of the Client's failure to render decisions in a timely manner.

2.2.2 Providing Services required because of substantial changes to the Facility or Facilities including, but not limited to, actual versus projected size and complexity.

2.3 Similar to Additional Services, Excluded Services are not part of Basic Services. Unlike Additional Services, however, Excluded Services are not normally available from the Consultant. If an Excluded Service is required, the Client shall make other arrangements to obtain it. Excluded Services include, but are not necessarily limited to:

2.3.1 Construct modifications to the Facility to remove barriers to people with disabilities.

2.3.2 Purchase equipment or construct "reasonable accommodations" to allow qualified, but disabled, employees or potential employees of the Client to perform essential employment functions and/or gain other benefits of employment.

2.3.3 Provide accounting or legal advice on disability law and the requirements of the ADA and/or Other Access Regulations and Standards.

2.3.4 Analysis of concealed or unknown conditions or characteristics of the Facilities, or performance of destructive testing of any sort or nature during the survey.

## TERMS AND CONDITIONS OF THE CLIENT-CONSULTANT AGREEMENT

### 1. THE CLIENT'S RESPONSIBILITIES

- 1.1 When facility surveying services are a part of the Scope of Services, the Client shall, at the commencement of the Services, provide to the Consultant a reproducible set of architectural and engineering record drawings (or CAD drawings) and specifications depicting and describing the existing conditions at the Facility, and the Consultant shall be entitled reasonably to rely upon the accuracy and completeness of such documentation. When, during surveying, the existing conditions are found to differ significantly from the drawings provided, Consultant shall develop simple sketch drawings of the area(s) sufficient for location code markup and Consultant shall be compensated for such work as Additional Services.
- 1.2 The Client shall furnish other required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.
- 1.3 The Client shall designate a representative to accompany the Consultant, when appropriate, during performance of the Services at the Facility. Such representative shall have the ability to, and will, admit the Consultant to all parts of the Facility with respect to which the Services are to be performed.
- 1.4 The Client shall provide for the Consultant's right to enter from time to time, property owned by the Client and/or others so the Consultant may perform the Services.
- 1.5 The Client shall furnish all legal, human resources/employment consulting, financial/accounting, and insurance counseling services as may be necessary at any time with respect to the Facility's compliance with law.
- 1.5.1 Such legal services shall include, but not be limited to, such services as the Client may require or the Consultant may reasonably request with regard to the applicability or legal interpretation of governmental laws and regulations including, but not limited to, The Americans with Disabilities Act of 1990 as amended (ADA) and Other Access Regulations and Standards. Such legal services shall include, but not be limited to, 1) determination of which barrier(s) removal, if any, is "readily achievable" under the ADA considering the composition, structure and function of the Client's workforce and the affect of such action on the operation of the Facilities, 2) whether or not "auxiliary aids and services" will be made available by the Client to people with disabilities, and 3) whether or not the Facilities will be "useable by" people with disabilities, considering factors which include, but are not limited to, facility operations, maintenance, and times of operation (e.g., open/close times), and/or 4) whether Program access will be provided by any proposed solution(s).
- 1.5.2 Such human resources/employment consulting services shall include, but not be limited to, such services as the Client may require or the Consultant may reasonably request with regard to providing reasonable accommodations for employees of the Facilities and who are considered employees by the applicable Other Access Regulations and Standards.
- 1.5.3 Such financial/accounting services shall include, but not be limited to, such services as the Client may require or the Consultant may reasonably request with regard to 1) determination of which barrier(s) removal, if any, is "readily achievable" under the ADA considering the Client's financial resources, and 2) whether or not particular proposals would be "undue burdens" for the Client to provide "auxiliary aids and services" as contemplated by applicable law.
- 1.6 The Client shall promptly report to the Consultant any faults or defects, or suspected faults or defects in the Consultant's Services so the Consultant may take prompt, effective measures which, in the Consultant's opinion, will minimize the consequences of any defect in the Services. The Client shall also report to the Consultant on the filing of any lawsuit(s) under the ADA or any Other Access Regulations and Standards if any, alleging that any of the Facilities do not comply with law.
- 1.7 The Client shall submit copies of proposed certificates or certifications, if any, to the Consultant for review and approval at least 14 days prior to the date that the Client desires the Consultant to execute them. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.7.1 The Client hereby agrees to reimburse the Consultant, without mark-up, for the reasonable costs incurred by the Consultant for legal counsel to review such proposed certificates or certifications. Such expenses, if any, will be included as a line item on the Consultant's monthly statement for Reimbursable Expenses and shall be paid by the Client within the time period specified in the Agreement.

## **2. CONFIDENTIALITY AND PUBLICITY**

2.1 Except as required by law, Consultant shall keep in strictest confidence information which it learns during the course of performing these services and all other information which may be acquired in connection with or as a result of this Agreement. During the term of this Agreement and at any time thereafter, without the prior written consent of Client, Consultant shall not publish, communicate, divulge, disclose or use any information which has been provided by Client or which has been learned during the course of performing these services or which from the surrounding circumstances in good conscience ought to be treated as confidential by Consultant. The foregoing provision shall not apply to data which are in the public domain, or were previously known to the Consultant or which were acquired by the Consultant independently from third parties not under any obligation to the Client to keep said data and information confidential. Further, these provisions shall not apply to information in whatever form that comes into the public domain through no fault of the Consultant, nor shall they be interpreted to, in any way, restrict the Consultant from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

2.2 Health Insurance Portability & Accountability – Client defines protected health information (PHI) as individually identifiable information (oral, written or electronic) about a patient's physical or mental health, the receipt of health care, or payment for that care. PHI includes individually identifiable patient payment, premiums, fees, expenses, enrollment and disenrollment information.

2.3 Consultant acknowledges that its staff may come into contact with PHI while performing work in Client's Facilities. This contact is most likely rare and brief (e.g. walking through a clinic that has patient radiological films on view boxes, overhearing conversations between physicians while touring a hospital, noticing a relative or acquaintance receiving treatment in the Facility, etc.) It is the intent of the parties that this type of information should not be examined closer, copied, distributed or shared. Consultant will adopt procedures to ensure that its employees, agents, and subconsultants will not further examine, copy, distribute or share this information. If Consultant, its employees, agents or subconsultants further examine, copy, distribute or share this information it will report such actions immediately to Client, but not more than five (5) days after Consultant learns of such event. Consultant will take all steps necessary to stop any such future violations of this responsibility. Consultant will report to Client within ten days (10) after Consultant gives Client notice of the event of the steps taken to prevent such future occurrences, and provide Client with the necessary assurances at that time.

2.4 Except as hereafter provided, Consultant shall not, without the prior written approval of Client, use in advertising, publicity, press releases, or other graphic or written materials distributed to prospective customers or other third parties, or otherwise, the Client's name except that Consultant's use of Client's name without Client's prior written consent shall be limited to the placement of a short abstract of the Project in the standard statement of qualifications that Consultant provides to prospective customers.

2.5 Consultant shall require all Subconsultants to be bound by this provision.

## **3. PAYMENTS TO THE CONSULTANT**

3.1 The initial payment set forth in the Agreement, if any, is the minimum payment under the Agreement. It shall be credited to the last payment to become due on the Client's account.

3.2 If the Client disputes, in good faith, all or any portion of any statement from the Consultant for Services or Reimbursable Expenses, the Client shall notify the Consultant in writing within fifteen (15) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute. The Client and Consultant will attempt in good faith to resolve such disputes, if any. Amounts which are not in dispute shall be due and payable as provided in the Agreement.

3.3 Timely payments of amounts due for Basic Services, Additional Services and Reimbursable Expenses shall constitute a condition precedent to the Consultant's continued performance of its obligations under the Agreement. If the Consultant so chooses, the Consultant may treat a failure of the Client to make timely payments to the Consultant as a suspension by the Client of the Consultant's Services. The Consultant shall notify the Client in writing if the Consultant chooses to treat late payments in the manner described herein.

#### **4. REIMBURSABLE EXPENSES**

4.1 Reimbursable Expenses are in addition to the Consultant's compensation for Services and include actual expenditures made by the Consultant and the Consultant's employees in conjunction with the Services, for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Facilities.

4.1.2 Expense of reproductions, postage, shipping, and handling of documents.

4.1.4 Expense of renderings, models and mock-ups requested by the Client.

4.1.5 If authorized in advance by the Client, expense of overtime work requiring higher than regular rates. Expense of travel, lodging, and meals.

4.1.6 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Consultant.

#### **5. CONSULTANT'S ACCOUNTING RECORDS**

5.1 Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of hourly rates shall be kept and shall be available to the Client or the Client's authorized representative at mutually convenient times.

#### **6. CONSTRUCTION COST**

6.1 Evaluations of construction costs, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that any cost estimates given are generic and not intended to represent estimates that would be developed for any particular condition and that neither the Consultant nor the Client has control over the cost of labor, materials or equipment, over contractors' methods of determining prices or over competitive bidding, market, or negotiating conditions. Accordingly, the Consultant does not warrant or represent that actual construction costs will not vary from an evaluation or cost estimate, if any, prepared by the Consultant.

#### **7. TERMINATION OR SUSPENSION OF THE AGREEMENT**

7.1 The Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

7.2 If the Client suspends the Consultant's Services, the Consultant shall be compensated for all Services performed prior to the receipt of written notice from the Client of such suspension, together with Reimbursable Expenses then due. When the Services are resumed, the Client shall, in addition to other payments required under the Agreement, reimburse the Consultant for costs associated with the suspension and resumption of Services for which the Consultant would not otherwise be compensated. If the Services are suspended for more than three months, the Consultant may at any time thereafter terminate the Agreement in accordance with Paragraph 7.1; the suspension in excess of three months constituting a failure substantially to perform by the Client.

#### **8. OWNERSHIP AND USE OF DOCUMENTS**

8.1 All documents produced by the Consultant under the Agreement are instruments of service and the Consultant shall be considered their author and shall own and retain the copyright in them. The Client shall be entitled to own a copy of such documents and shall have a nonexclusive license to use, copy and reproduce them. Such license shall not be transferable except with the Consultant's written consent, and shall become irrevocable upon payment in full of all amounts due the Consultant under the Agreement. The Consultant shall not be responsible for changes made in such documents by anyone other than the Consultant. The Client shall indemnify, hold harmless and defend the Consultant against all claims and liability arising out of such changes or uses by the Client in violation of the terms of the Agreement. Client shall not cause or allow the Consultant's survey and/or barrier management systems to be converted or used on any other facility(s) not covered by this Agreement.

## **9. ARBITRATION**

9.1 All claims, disputes, and other matters in question between the parties to the Agreement, arising out of or relating to the Agreement and these Terms and Conditions or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. All arbitration hearings shall be conducted in Birmingham, Alabama unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

9.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## **10. MISCELLANEOUS PROVISIONS**

10.1 Unless otherwise specified, the Agreement shall be governed by the law of Alabama.

10.2 The person(s) signing the Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute the Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein.

10.3 As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Basic Services under the Agreement.

10.4 In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorneys' fees, court costs, expert witness fees and other documented expenses.

10.5 The Consultant assumes no duty or responsibility under the Agreement which may be construed as being for the benefit of, and thereby enforceable by, anyone other than the Client.

## **11. OWNERSHIP AND USE OF DOCUMENTS**

11.1 All tangible materials, including any reports or other documents ("Deliverables") produced by the Consultant and provided to the client under the Agreement shall be the exclusive property of Client, and shall be considered Work Product created by the Consultant for the exclusive use of Client.

11.2 Client agrees that the Consultant's process for producing such deliverables, and any modification of such process created and/or implemented during the course of this Agreement, is proprietary to Consultant, and nothing in this Agreement affects Consultant's Intellectual Property Rights (whether sounding in copyright, patent or any other Intellectual Property Right) in such processes.

11.3 Residual Rights. Notwithstanding anything to the contrary herein, Consultant and its personnel shall be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of performing its obligations under the Agreement, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of Client and without any unauthorized use or disclosure of Work Product. Client shall not cause or allow the Consultant's survey and/or barrier management systems to be converted or used on any other facility(s) not covered by this Agreement.

## **12. SUCCESSORS AND ASSIGNS**

12.1 The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement and to the partners, successors, assigns, and legal representatives of

such other party with respect to all covenants of the Agreement. Neither the Client nor the Consultant shall assign, sublet, or transfer any interest in the Agreement without the written consent of the other.

### **13. SEVERABILITY OF PROVISIONS**

13.1 In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, that court shall have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad, and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of the Agreement or these Terms and Conditions is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of the Agreement or these Terms and Conditions.

### **14. EXTENT OF AGREEMENT**

14.1 The Agreement and these Terms and Conditions represents the entire and integrated agreement between the Client and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, with regard to its subject matter. The Agreement may be amended only by written instrument signed by both Client and Consultant.

### **15. LIMITATION OF LIABILITY**

15.1 The Client and Consultant have discussed the Client's risks, rewards and benefits associated with the Services and the Consultant's risks and total compensation for Services. The Client and Consultant have allocated the risks such that the Client hereby agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client and all others for any and all injuries, claims, losses, expenses, damages (including consequential damages), or claim expenses arising out of the Agreement or its breach, from any cause or causes shall not exceed the total amount of five (5.0) percent of the total compensation for Basic Services paid to the Consultant. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty.

15.2 The Client agrees to defend, indemnify and hold the Consultant harmless from all claims for liability in excess of the limits set forth in Paragraph 15.1, above, for injury or loss sustained or alleged by any person or entity, whether a party to the Agreement or not, and allegedly arising out of the Consultant's performance of Services under the Agreement.

15.3 Since it would be unfair for the Consultant to be exposed to liability for its failure to perform a service that the Client has instructed the Consultant not to perform, the Client hereby waives all claims against the Consultant and agrees to defend, indemnify and hold the Consultant harmless from claims or liability for injury or loss allegedly arising from the Consultant's failure to perform a service that the Client has instructed the Consultant not to perform.

\*\*\*\*\*

## "Exhibit B" - Schedule of Hourly Rates for ADA Consulting Services

**Evan Terry Associates, LLC Staff and Consultants (Professionals with Specialized Expertise and Continuing Training)  
Effective 4-1-2021**

### Senior Accessibility Team

James L.E. Terry, AIA, CASp, PA, ETA CEO - (Consulting and Training Time) .....	\$285.00
(Legal Testimony Time) .....	\$335.00
Walter Leveille .....	\$195.00
(Legal Testimony Time) .....	\$235.00
Dan Woosley, AIA, CASp .....	\$195.00
(Legal Testimony Time) .....	\$235.00
Kaylan Dunlap, CASp, ADAC, LPTA.....	\$185.00
(Legal Testimony Time) .....	\$225.00
Jon Spain, ADAC .....	\$185.00
Jeff Yanke, ICC-AI/PE .....	\$180.00
Teri Adams, CASp, WMDVBE* .....	\$175.00
Eric McSwain, RA, CASp* .....	TBD
Mark J Mazz, AIA* .....	TBD

### Project Managers / Senior Specialists

Brenda Cummings, WMDVBE* .....	\$165.00
Jeff Foster, CASp* .....	\$165.00
Jennifer Hodges, WMDVBE* .....	\$165.00
Jennifer Yee, CASp, WMDVBE* .....	\$165.00
Pat Hodges, AIA, CASp .....	\$165.00
Rick Hinrichs* .....	\$165.00

### Technical Specialists / Surveyors

Ann Coyle .....	\$160.00
Anthony Worthy, WMDVBE* .....	\$160.00
Chris Sircello, CASp* .....	\$160.00
Daniel Burke .....	\$160.00
Giny Zamora, ADAC.....	\$160.00
Jason Vaughan, CASp* .....	\$160.00
Larry Szto, WMDVBE* .....	\$160.00
Lindsey Grefseng, ADAC.....	\$160.00
Sam Summers, ADAC .....	\$160.00
Tyler Cummings* .....	\$160.00
Bettie Clark, ADAC.....	\$155.00
Kathy Hinrichs* .....	\$155.00

### Database Programmers and IT Systems Interfacing

William Cather* .....	\$160.00
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### Code Analysis Support, and Survey System Modification .....

Kitty Wooldridge, WMDVBE* .....	\$90.00
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### Administrative, Data Entry and Clerical .....

Ann Marie Leveille, WMDVBE* .....	\$65.00
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### Reimbursable Expenses .....

	actual cost**
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#### NOTES:

\* Individuals with this symbol are consultants who work with ETA regularly on ADA projects. Additional trained consultants may be brought in if needed on larger projects subject to Client approval.

\*\* If copies of all receipts are required for backup to expenses, Clerical time will be charged for the copying and organizing documents. All expense records will be maintained for seven years and available for review upon request by Client.

Individuals not listed above will be invoiced at rates of those closest to their level of knowledge, performance, and responsibilities.

Hourly rates for multi-year projects will be adjusted annually after normal review to include increases for merit raises and inflation according to US DOL CPI reports.

We reserve the right to modify these rates in jurisdictions where income, net, or gross revenue taxes are levied by local or state government entities on services performed.



# National Auto Fleet Group

A Division of Chevrolet of Watsonville  
 490 Auto Center Drive, Watsonville, CA 95076  
 (855) 289-6572 • (831) 480-8497 Fax  
 Fleet@NationalAutoFleetGroup.com

6/18/2021

7/13/2021 Re-Configured

Quote ID: 17234 R2

Order Cut Off Date: TBA

Mr Shane Bailey  
 County of Cullman  
 500 2nd Ave SW  
 Cullman, Alabama, 35055

Dear Shane Bailey,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2022 Ford Super Duty F-450 DRW (W4H) XL 4WD Crew Cab 179" WB 60" CA, Factory Order )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$62,155.00	\$55,556.10	10.617 %	\$6,598.90
Factory Order	\$0.00	\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$55,556.10		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
 Account Manager  
 Email: Fleet@NationalAutoFleetGroup.com  
 Office: (855) 289-6572  
 Fax: (831) 480-8497

Quoting Department  
 Account Manager  
 Fleet@NationalAutoFleetGroup.com  
 (855) 289-6572



GMC

## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

# 1-855-289-6572

## Vehicle Configuration Options

ENGINE	
Code	Description
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
1S	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X4N	LIMITED SLIP W/4.10 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window

67A	332 AMP ALTERNATORS
98R	OPERATOR COMMANDED REGENERATION
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights
18B	PLATFORM RUNNING BOARDS
153	FRONT LICENSE PLATE BRACKET
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable
61J	6-TON HYDRAULIC JACK
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED)
18A	UPFITTER INTERFACE MODULE
43C	110V/400W OUTLET
<b>OPTION PACKAGE</b>	
<b>Code</b>	<b>Description</b>
650A	ORDER CODE 650A

## 2022 Fleet/Non-Retail Ford Super Duty F-450 DRW XL 4WD Crew Cab 179" WB 60" CA

### WINDOW STICKER

2022 Ford Super Duty F-450 DRW XL 4WD Crew Cab 179" WB 60" CA

CODE	MODEL	MSRP
W4H	2022 Ford Super Duty F-450 DRW XL 4WD Crew Cab 179" WB 60" CA	\$47,165.00
<b>OPTIONS</b>		
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
1S	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$315.00
X4N	LIMITED SLIP W/4.10 AXLE RATIO	\$360.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/lum signals, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$1,125.00
67A	332 AMP ALTERNATORS	\$0.00
98R	OPERATOR COMMANDED REGENERATION	\$250.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
18B	PLATFORM RUNNING BOARDS	\$445.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00
61J	6-TON HYDRAULIC JACK	INC
61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED)	\$180.00
18A	UPFITTER INTERFACE MODULE	\$295.00
43C	110V/400W OUTLET	\$175.00
650A	ORDER CODE 650A	\$0.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$60,460.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
<b>TOTAL PRICE</b>	<b>\$62,155.00</b>
Est City: MPG	
Est Highway: MPG	
Est Highway Cruising Range: 0.00 mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

**Standard Equipment****MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 16,500 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
9070# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

**EXTERIOR**

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors
---

Fixed Rear Window
-------------------

Light Tinted Glass
--------------------

Variable Intermittent Wipers
------------------------------

Aluminum Panels
-----------------

Front Splash Guards
---------------------

Black Grille
--------------

Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
---

Headlamps w/Delay-Off
-----------------------

Cab Clearance Lights
----------------------

## ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
---

Radio w/Seek-Scan and Clock
-----------------------------

Fixed Antenna
---------------

SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
---

2 LCD Monitors In The Front
-----------------------------

## INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
--

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
---

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
--

Manual Tilt/Telescoping Steering Column
---

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
--

Manual Rear Windows
---------------------

FordPass Connect 4G Mobile Hotspot Internet Access
--

Rear Cupholder
----------------

Manual Air Conditioning
-------------------------

HVAC -inc: Underseat Ducts
----------------------------

Illuminated Locking Glove Box
-------------------------------

Interior Trim -inc: Chrome Interior Accents
---

Full Cloth Headliner
----------------------

Urethane Gear Shifter Material
--------------------------------

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
---

Day-Night Rearview Mirror
---------------------------

Passenger Visor Vanity Mirror
-------------------------------

3 12V DC Power Outlets
------------------------

Full Overhead Console w/Storage and 3 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Air Filtration

#### SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags
Dual Stage Driver And Passenger Front Airbags

**BID SUBMITTAL FORM**  
**Alabama County Joint Bidding Program**  
**BID ITEM – MINI TRACK-MOUNTED EXCAVATOR OPTION E1**

Company Name: Cowin Equipment Company Inc.

Address: 3120 Hayneville Road

Montgomery Alabama 36108

Bid Submitted by: John Edwards  
(Name of company representative)

Title: Governmental Sales Manager e-mail address: jedwards@cowin.com

Phone: 850-685-7055 Fax: 334-834-2272

By submitting this bid, we agree:

The equipment model number identified below meets the bid specs for this bid item

That the bid price will be honored for all counties for the period from Jan. 1, 2019 to Dec. 31, 2019.

The equipment will be delivered at the bid price to all counties participating in the joint bid program

The company representative listed above will be the contact person for purchasing this bid item under the joint bid program

The bid is accompanied by a current catalog or model specification document for the model number identified below

The bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications

The bid includes the e-verify documentation required by Alabama law

If awarded the bid, a performance bond will be provided upon request

The bid documents include the **Manufacturer's Suggested Retail Price Sheet (MSRP) for the Standard Machine**

Initials

JE

JE

JE

JE

JE

JE

JE

JE

JE

## MINI TRACK-MOUNTED EXCAVATOR OPTION E1

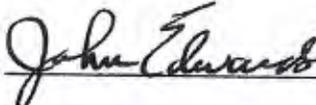
Total Bid Price for Standard Machine: \$ 50,983.00  
(Total Bid Price for Standard Machine Includes Freight Preparation, Delivery and Standard Warranty Costs)\*

Freight Preparation and Delivery: \$ 1,700.00  
(Included in Standard Machine Bid Price)

Manufacturer's Suggested Retail Price for Standard Machine: \$ 55,712.00

Equipment Model #: Takeuchi TB240

Description: Compact Excavator

Signature of company representative submitting bid: 

Title: Governmental Sales Manager

\* **NOTE:** Award will be made based on the total cost of the **Standard Machine**. The total cost of the standard machine is to include the freight preparation, delivery and standard warranty cost. Freight preparation, delivery will be excluded from the total bid price of the standard machine in determining the percentage discount for any available options.

**BID SUBMITTAL FORM: OPTION COST SHEET  
MINI TRACK-MOUNTED EXCAVATOR OPTION E1**

By submitting this bid, we agree:

To offer any available options at the percent difference between the Manufacturer's Suggested Retail Price Sheet and the actual bid price on the Standard Machine\*

*JE*

The bid documents include the Manufacturer's Suggested Retail Price Sheet (MSRP) with any available Options for the Standard Machine

*JE*

Equipment Model #: Takeuchi TB240

Description: Compact Excavator

Signature of company representative submitting bid: *John Edwards*

Title: Governmental Sales Manager

**\*Note:** The percent difference between the **Manufacturer's Suggested Retail Price Sheet (MSRP)** for the standard machine as specified by these **Bid Specifications** and the actual price bid by the vendor will be calculated to determine the percentage discount to be applied to any available options. The bid price of the freight preparation, delivery cost shall be excluded in determining the percentage discount to be applied to available options. Any individual county may choose to add any available option to the standard machine at the percentage discount at the time of purchase.

# BID SPECIFICATIONS FOR MINI TRACK-MOUNTED EXCAVATOR OPTION E1

## GENERAL

These specifications shall be construed as the minimum acceptable standards for a track mounted hydraulic excavator with long undercarriage. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturers' equipment. The excavator must be a new current production model and shall meet or exceed all EPA and other applicable standards at the time of manufacture.

Use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of the counties participating in this joint bid.

## BID SUBMITTAL FORM

Each bidder must submit his or her bid on the bid submittal form included in the invitation to bid package. All written warranties to be submitted shall be attached to the bid submittal form.

## BID PRICE

The price bid shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

## MANUALS

Each unit shall be provided with one (1) copy of the operator's manual, one [1] repair manual, and one (1) copy of the current parts manual. Units will not be accepted for delivery until the manuals as outlined above are received by the purchaser.

## REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 7,500 hours of use for the piece of equipment. If any replacement parts are not delivered within three (3) working days of an order being placed, the bidder will deliver an equivalent machine for the county to use at no cost to the county until such time as the parts are delivered to the county so it can affect repairs to its machine.

## WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty. Warranty shall include service response time of maximum of 36 hours within notification by county.

Yes  No

Page# \_\_\_\_\_

or

Attachment

**WEIGHT**

Minimum 8,500 lbs. with cab; 8,000 lbs. with canopy only

Yes  No   
Page # 4

**ENGINE**

Minimum 130 cubic inch displacement diesel engine capable of a minimum 35 net horsepower.

Yes  No   
Page # 4

**UNDERCARRIAGE**

Track length shall be minimum 5'.

Yes  No   
Page # 5

Track shoe width shall be minimum 13"

Yes  No   
Page # 2

Minimum four (4) track rollers per side.

Yes  No   
Page # 5

Unit shall be equipped with continuous rubber tracks.

Yes  No   
Page # 2

**CAPACITIES**

Fuel Tank Capacity – 14 gallon minimum

Yes  No   
Page # 4

Hydraulic Tank Capacity – 9 gallon minimum

Yes  No   
Page # 4

**DIMENSIONS**

Reach at ground level – 17' minimum

Yes  No   
Page # 5

Bucket breakout force – minimum 9,500 lbs.

Yes  No   
Page # 4

Stick digging force – minimum 4,000 lbs.

Yes  No   
Page # 4

**Bucket:**

**Standard with no bucket. Buckets will be considered optional attachment's.**

**HYDRAULICS**

Hydraulic pump output shall be a minimum of 30 GPM

Yes  No   
Page # 4

**BLADE**

Power Angle Blade with Float and Bolt-on Cutting Edge  
To be offered as an option

Yes  No   
Page # 2

**CAB**

Enclosed ROPS cab:

Yes  No   
Page # 2

Heater

Yes  No   
Page # 2

Factory installed air conditioning

Yes  No   
Page # 2

AM/FM radio

Yes  No   
Page # 2

Defroster

Yes  No   
Page # 2

For Official Use Only: ALDOT Agreement Number: \_\_\_\_\_

Region Tracking Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

Region: North-Guntersville Area County: Cullman

**STATE OF ALABAMA** acting by and through the  
**ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the**  
**INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or**  
**ROADWAY LIGHTING**

This Agreement, in accordance with resolution number \_\_\_\_\_ dated (or minutes dated) \_\_\_\_\_ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the **Cullman County** (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

AL-69 @ CR-54 [A,D,&E]

1. For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
2. In the event the work to be accomplished above is identified by (A) and/or (B), the  STATE  MAINTAINING AGENCY will furnish and the  STATE  MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
  - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
  - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
  - C. National Electrical Code, current edition.
  - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
  - E. Code of Alabama, 1975 (as Amended) with specific reference to:
    - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
    - (2) §32-5A-32, Traffic – Control signal legend.
    - (3) §32-5A-33, Pedestrian – Control signals.
    - (4) §32-5A-34, Flashing signals.
    - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as "(A) New Installation" with "Traffic Control Signal" marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The  CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The  COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the  STATE  MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.



16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the  STATE  MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)



**Cullman County**

Legal Name of MAINTAINING AGENCY

Attest: *[Signature]*  
(Seal or notary signature)

By: *[Signature]*  
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: \_\_\_\_\_  
Area Traffic Engineer Signature

**STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION**

The within and foregoing Agreement is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

RECORDED:

By: \_\_\_\_\_  
Region Engineer Signature

By: \_\_\_\_\_  
State Traffic Engineer Signature

Date: \_\_\_\_\_  
(Added to Archive)

**Temple, Inc.**  
P.O. Box 2066  
Decatur, Alabama 35602-2066  
Phone 1-800-633-3221  
Fax (256) 353-4578



**Temple**

*Serving the South Since 1954!*

Cullman County, AL  
Attn: Bryan Cheatwood

DATE	June 21, 2021
TERMS	NET 30
DELIVERY	6 to 8 Weeks, A.R.O.
SALESMAN	Tim Olinger

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
2	<b>Solar 24/7 Flashing Beacon to include:</b>	\$4,579.00	\$9,158.00
	1 84294 R247E Yellow Solar Engine		
	1 51026 Yellow Top of Pole dual beacon hdw		
	2 67620 Battery		
	2 84296 YellowLED		
	2 49676 Yellow Poly Signal Head		
	2 84390 LED Harness		
	1 PB-5100-16-PNC 16' Pole		
	1 PB-5335-PNC Square Base		
	1 PB-5306 Anchor Bolts		
	<b>TOTAL</b>	<b>\$</b>	<b>9,158.00</b>

**Note:**  
A 4% fee will be added to all credit card orders.  
Tax will be added if applicable.  
Freight will be added.  
Please submit purchase orders to: [Orders@temple-inc.com](mailto:Orders@temple-inc.com)

Quote Valid For 90 Days.

SALESMAN

*Tim Olinger*



# Parris Fence Company, LLC

1225 County Road 1402  
Cullman, Alabama 35058  
(256) 739-2460



TO: Carts DATE: 7/14/21 JOB #: \_\_\_\_\_  
ADDRESS: 1950 Beech Ave SW CITY: Cullman ST/ZIP: AL  
PHONE: 256-531-3957 LOCATION: \_\_\_\_\_

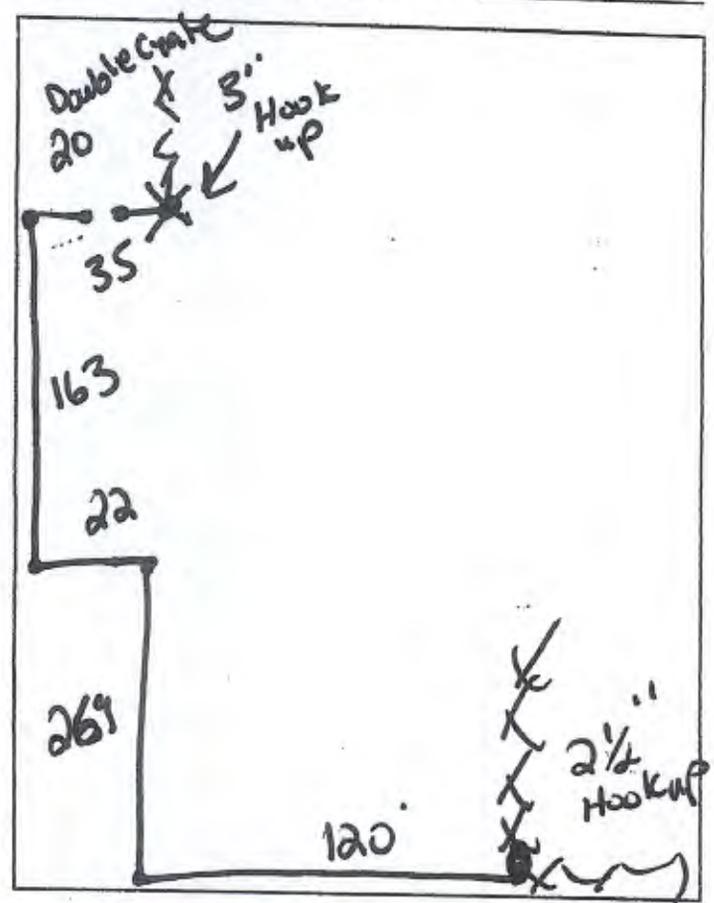
Joyce Echols

SPECIFICATIONS: All work will be performed in a workmanlike manner and in accordance with standard practice. All posts set in concrete.

total height: 7' high style fence: 6' Galvalume link w/ Barbwire post spaced: 10'  
knuckled gauge: 9 11 top rail O.D. 1 5/8 SS20 line post O.D. 2" SS20  
gate frame O.D. \_\_\_\_\_ Ter post O.D. 3" SS20 gate post O.D. 4" SS20

Top rail of fence to follow ground \_\_\_\_\_  
Be level with lowest grade \_\_\_\_\_  
Be level with highest grade \_\_\_\_\_

- 489 feet 6' + 3' barbwire
- 2 4" Endpost
- 4 3' corner post
- 2 Hookups
- 1 20' Double Gate w/ Duckbill holds
- 120' put used fence back up



Total Job

\$ 12666.50

Payment upon completion

I agree to pay Parris Fence Company the balance of this contract according to the terms specified above and upon default thereof, to pay all costs of collection, including a reasonable attorney's fee, and waive all rights of exemption under the constitution and laws of the state of Alabama.

There will be an additional charge for removal of existing old fences and shrubs.

The undersigned customer hereby assumes full responsibility for location of the line upon which said material is to be installed and agrees to hold the company and the contractor harmless from all claims arising from question of survey of said property or location of the said lines, and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material. This is a money purchase contract. All accounts over 30 days charged 1.5% interest per month with an annual rate of 18%.

Accepted \_\_\_\_\_

Salesman Chris Parris

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE LEASE AGREEMENT  
BETWEEN  
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH  
AND  
CULLMAN COUNTY, ALABAMA**

This Memorandum of Understanding (MOU) entered into by and between the **Alabama Department of Public Health**, hereinafter "**Department**," and **Cullman County, Alabama**, hereinafter the "**County**," is effective July 20, 2021, and terminates July 31, 2023.

**WHEREAS**, the parties have been unable to locate an agreement for a lease of the public health facility located at 601 Logan Avenue, S.W., Cullman, Alabama, in Cullman County (the "Leased Premises"), by the County to the Department, but have historically operated as lessor and lessee, and are negotiating or have entered into a Lease Agreement for the Department's continued use of the described public health facility; and

**WHEREAS**, the historical understanding of the parties and the new Lease Agreement is that the Leased Premises is intended to include all improvements to the public health facility and related parking facilities, and all furnishings, fixtures, and equipment installed therein; and

**WHEREAS**, the Department is the recipient of the Centers for Disease Control and Prevention's ELC (Epidemiology and Laboratory Capacity for Infectious Diseases) Grant award, CFDA # 93.323, being Grant number 6NU50CK000545-02-03, for the funding period January 15, 2021, to July 31, 2023, which funds will be used to provide safety improvements at the public health facility leased by the Department.

The program was authorized through the following Acts: 301(A) and 317(K)(2) PHS 42 U.S.C. §§ 241(A), 247B(K)2.

**WHEREAS**, no alterations, additions or improvements to the Leased Premises are to be made without first obtaining the express written consent of the Lessor.

**NOW, THEREFORE**, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The County and the Department are mutually desirous of making the following improvements at the above-described public health facility:

1. Purchase, placement and installation of a 25 kilowatt generator for emergency power
2. Sealing, coating, and striping of the facility's parking lot

3. Updating the facility parking lot's LED lighting controls
4. Sidewalk and parking lot improvements
5. Construction of interior partitions to the public health facility to provide a vaccine and testing clinic
6. Security upgrades to the public health facility

The estimated cost for such improvements is \$535,000, to be paid by the Department from the ELC Grant funds. Should the cost of materials, labor or other related costs for the proposed improvements increase above the estimated cost due to factors beyond the Department's control, the County and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove funded by the ELC Grant funds may be undertaken by the Department pursuant to a written amendment to this Memorandum of Understanding, subject to the County's approval.

The County agrees to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements. The Department shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required for said Program Management Services.

The Department agrees and understands that the above-described facility improvements remain with the public health facility as fixtures and are not subject to removal by the Department upon termination of the Lease Agreement or this Memorandum of Understanding. The Department agrees further to pay any increased costs for casualty insurance, utilities, and taxes resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the Lease Agreement.

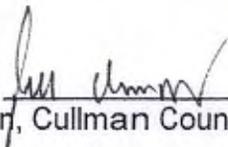
This Memorandum of Understanding will be incorporated as an addendum to the Lease Agreement. All other provisions of the Lease Agreement shall remain in full force and effect.

This Memorandum of Understanding may be canceled at any time by either party providing a thirty (30) day written notice to the other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGE]

Cullman County, Alabama

Alabama Department of Public Health  
*This MOU has been reviewed as to content*

Signed:   
Chairman, Cullman County Commission

Signed: \_\_\_\_\_  
(Bureau Director or District Administrator)

Date: 7/20/21

Date: \_\_\_\_\_

Address:  
(Address Street)  
(Address line two City, State, Zip)  
(Extra Address line if needed)

APPROVED:  
Alabama Department of Public Health

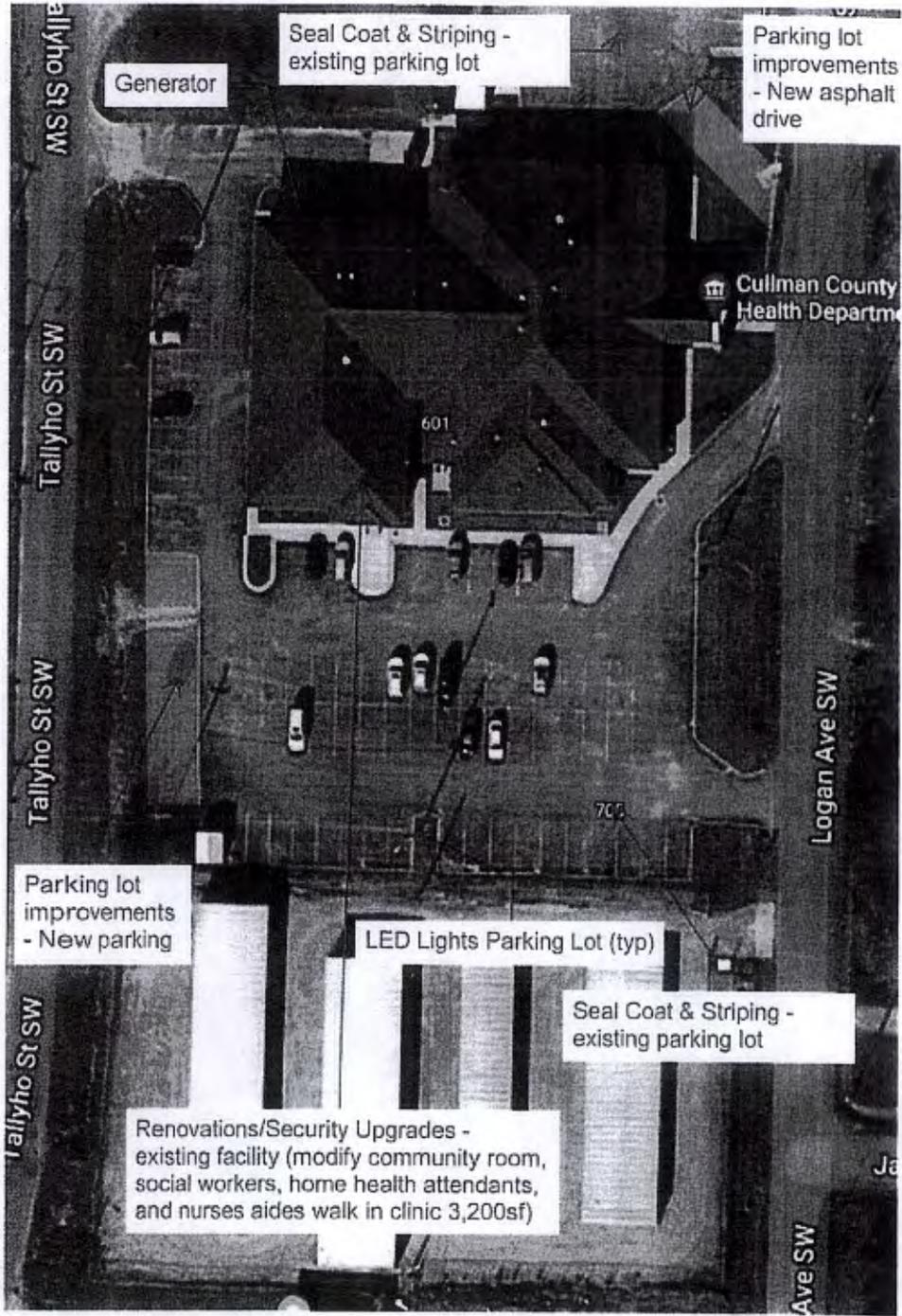
Telephone: (Telephone Number)  
Fax: (Fax Number)

Signed: \_\_\_\_\_  
Scott Harris, M.D., M.P.H.  
State Health Officer

Type or print your email address: (Email address)

Date: \_\_\_\_\_

Social Security or FEIN: (SS# or FEIN#)



Generator

Seal Coat & Striping - existing parking lot

Parking lot improvements - New asphalt drive

Cullman County Health Department

601

703

LED Lights Parking Lot (typ)

Seal Coat & Striping - existing parking lot

Renovations/Security Upgrades - existing facility (modify community room, social workers, home health attendants, and nurses aides walk in clinic 3,200sf)

MS St SW

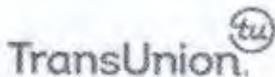
Tallyho St SW

Tallyho St SW

Tallyho St SW

Logan Ave SW

Ave SW



**PRICING SHEET  
to Pricing Supplement**

<p><b>"Subscriber":</b> <small>Cullman County Commission dba Cullman Revenue Commission</small></p> <p><b>Subscriber ID:</b> <u>6086530</u></p> <p><b>TRADS Services:</b> TLOxp® Online – Non-Batch Flat Rate – Annual.</p> <p><b>Effective Date:</b> <u>07/01/2021</u></p> <p><b>Supplement Term:</b> <u>1</u> year(s) without auto-renewal.</p>	<p><b>Monthly Fee:</b> \$ <u>160.00</u></p> <p><b>Number of Transactions Per Year*:</b> <u>3,000</u></p> <p>The Monthly Fee includes the Number of Transactions Per Year. Should Subscriber not submit the Number of Transactions Per Year within the applicable 12-month period, Subscriber shall not receive a refund of the Monthly Fee(s) paid. Unused Transactions shall not rollover into a subsequent year within the Supplement Term.</p> <p><small>*As determined on a rolling 12-month basis.</small></p>
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**EXCLUDED SEARCHES/REPORTS:**  
The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are excluded.

<input checked="" type="checkbox"/> Social Media Comprehensive Report	<input type="checkbox"/> Comprehensive Report – Person
<input checked="" type="checkbox"/> Social Media Basic Search	<input type="checkbox"/> Comprehensive Report – Business
<input checked="" type="checkbox"/> Super Reverse Phone Lookup	<input type="checkbox"/> Address Report
<input type="checkbox"/> Relationship Report	<input type="checkbox"/> Locate/Asset Report
<input type="checkbox"/> Contact Trace Report	<input type="checkbox"/> Phone Report
<input checked="" type="checkbox"/> Real-Time Incarcerations & Arrests Search	

The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Subscriber's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.

**TRANSACTIONAL OVERAGE PRICING:**  
Transactions exceeding the Number of Transactions Per Year will be subject to TRADS's then-current fees and charges on a per Transaction basis, except as specified otherwise below and as subject to Subscriber's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or a report).

Subscriber acknowledges and agrees that Subscriber's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Cullman County Commission dba Cullman Revenue Commission

**Company Name ("Subscriber")** Barry Willingham *BW*

**Authorized Signature** Barry Willingham *Barry Willingham* **Signature Date** 7/20/21

**Type or Print Name of Authorized Signer** Barry Willingham

ACCT# 6086530

SS Rep: \_\_\_\_\_

Gov\_NonAutorenew\_Non Batch Flat Rate\_Annual

Version: 11.16.2020

CONFIDENTIAL

copy for  
Comm Mtg Minutes



Scott Harris, M.D., M.P.H.  
STATE HEALTH OFFICER

August 13, 2021

Phyllis Little, Director  
Cullman County EMA  
P. O. Box 924  
Cullman, AL 35056-0924

**COPY**

Dear Ms. Little:

Re: Grant Number: **C10114202**

Enclosed is one (1) **fully executed watermarked original copy** of the above referenced Grant. This grant in the amount of **\$10,000.00** is effective **July 1, 2021, and terminates June.30, 2022**. The purposes of this Grant are to purchase supplies and/or equipment for mass fatality response and to provide training and/or exercises for the State Mortuary Operations Response Team (SMORT).

Itemized invoice reimbursements are due monthly. All transactions must be completed by August 5, 2022. Invoices may be submitted via U. S. Mail to the attention of Lisa Connell at the address below:

Alabama Department of Public Health  
Center for Emergency Preparedness  
208 Legends Court  
Prattville, AL 36066-7893

If you have any billing questions, please contact Lisa Connell at 334-290-6302 or email [Lisa.Connell@adph.state.al.us](mailto:Lisa.Connell@adph.state.al.us). Your concern for the safety and welfare of our citizens and your willingness to assist in preparation for emergencies is appreciated.

Sincerely,

Robert A. Mullins, Director  
Center for Emergency Preparedness

RAM/ees

Enclosure

**GRANT  
BETWEEN  
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH  
AND  
COUNTY OF CULLMAN**

This Grant entered into by and between the **Alabama Department of Public Health**, hereinafter the "**Department**," and **County of Cullman**, hereinafter "**Sub-Recipient**," is effective **July 1, 2021** and terminates **June 30, 2022**.

WHEREAS, the purposes of this Grant are to purchase supplies and/or equipment for mass fatality response and to provide training and/or exercises for the State Mortuary Operations Response Team, hereinafter "SMORT".

WHEREAS, funding for activities performed under this Grant was provided by the Department, Center for Emergency Preparedness through a cooperative agreement with the Centers for Disease Control and Prevention, being CFDA # 93.069, Public Health Emergency Preparedness, Grant number 5NU90TP922030 for budget period 7/1/2021 – 6/30/2022.

The program was authorized through the following Acts: Public Health Service Act Sections 301, 307, 311, 317, and 319C-1, Law 108-111, Public Law 109-417, U.S.C. 247d-3.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Department shall:

1. Administer the Office of the Assistant Secretary for Preparedness and Response, hereinafter "ASPR", Hospital Preparedness Program and Center for Disease, hereinafter "CDC" Control and Prevention, Public Health Emergency Preparedness cooperative agreements.
2. Ensure that the CDC and ASPR funds are used to enhance the capacity of the public health system to detect and respond to incidents of bioterrorism, infectious disease outbreaks and other public health threats and emergencies.
3. Periodically reimburse payment to the Sub-Recipient upon receipt of monthly itemized invoices up to the award amount of **\$10,000.00** for services performed under this grant, and utilized as follows in accordance with submitted budget:
  - a) **\$4,000.00** of the funds to purchase equipment and/or supplies for the SMORT-1 mortuary response unit or team.

- b) **\$3,000.00** of the funds to conduct fatality management training and mass fatality meetings as deemed necessary.
- c) **\$1,000.00** to support the Alabama Coroners Association annual education conference for the purposes of educating and recruiting their members for SMORT.
- d) **\$1,000.00** to support the Alabama Funeral Directors Association annual education conference for the purposes of educating and recruiting their members for SMORT.
- e) **\$1,000.00** to support the Alabama Funeral Directors and Morticians Association annual education conference for the purposes of educating and recruiting their members for SMORT.

The Sub-Recipient shall:

1. Continue to serve as a coordinating agency for the SMORT-1 unit.
2. Maintain SMORT-1 to ensure a state of operational readiness.
3. Purchase equipment and/or supplies for the mortuary response unit or team.
4. Request approval before purchasing equipment/electronic items.
5. Expend any excess funds on mass fatality related items after obtaining written approval for expenditures from Department.
6. Deliver the mobile mortuary response unit, equipment and mortuary supplies to an assigned area during a mass fatality event or exercise as requested by the Department or other authorized agent.
7. Provide the Department a written quarterly update on the status of the grant including items purchased/received. Dates reports are required: October 1, 2021; January 1, 2022; April 1, 2022; and July 1, 2022.
8. Expend the grant funds before the grant deadline of June 30, 2022.

Under no circumstances shall the maximum amount payable under this Grant exceed \$10,000.00 for the Grant period.

**FEDERAL DISCLOSURES CLAUSE.** The Grant must meet the Federal requirements for pass-through entities in 2 C.F.R. § 200.331 (see also 45 C.F.R. § 75.352), which require the Department to notify Sub-Recipient of the following:

- a. This Grant constitutes a subaward. The identification information required to be provided under the subaward is enumerated in 2 C.F.R. § 200.331(a)(1) (see also 45 C.F.R. § 75.352(a)(1));

- b. All requirements imposed by the Department on Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations, and terms and conditions of the Federal award, as set forth below:
  - There are no additional terms and conditions.
- c. Any additional requirements the Department imposes on Sub-Recipient in order for the Department to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, as set forth below:
  - There are no additional terms and conditions.
- d. An approved federally recognized indirect cost rate negotiated between Sub-Recipient and the Federal Government, or, if no such rate exists, either a rate negotiated between the Department and Sub-Recipient (in compliance with 2 C.F.R. Part 200 and 45 C.F.R. Part 75), or a de minimis indirect cost rate, as defined in 2 C.F.R. § 200.414(f) (see also 45 C.F.R. § 75.414(f)), as set forth below:
  - There are no additional terms and conditions.
- e. Sub-Recipient must permit the Department, including the Office of Program Integrity, and auditors access to Sub-Recipient's records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200 (see also 45 C.F.R. Part 75);
- f. Additional terms and conditions concerning closeout of the subaward, as set forth below:
  - There are no additional terms and conditions.
- g. Sub-Recipient's use of the subaward will be monitored by the Department for compliance with the conditions of the award, Federal law and regulations, and for achievement of performance goals. As part of its compliance monitoring, the Department must:
  - (1) Review financial and performance reports required by the Department;
  - (2) Follow up and ensure that Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, onsite reviews, and other means;
  - (3) Issue a management decision for audit findings pertaining to the subaward, as required by 2 C.F.R. § 200.521 (see also 45 C.F.R. § 75.521);
  - (4) There are no additional terms and conditions.
- h. Any additional specific subaward conditions imposed on Sub-Recipient by the Department, as described in 2 C.F.R. § 200.207 (see also 45 C.F.R. § 75.207), and as set forth herein, including, if applicable, the reasons for imposition of such conditions and any actions required by Sub-Recipient for their removal:
  - There are no additional terms and conditions.

- i. Sub-Recipient's failure to comply with the requirements of 2 C.F.R. Part 200 (see also 45 C.F.R. Part 75) may result in the imposition of additional special conditions by the Department, as provided under 2 C.F.R. § 200.207 (see also 45 C.F.R. § 75.207), or additional remedies for non-compliance, as provided under 2 C.F.R. § 200.338 (see also 45 C.F.R. § 75.371).

The Department must also notify Sub-Recipient of the requirement to adhere to the Federal property standards in 2 C.F.R. Part 200 (see also 45 C.F.R. Part 75) for any equipment purchased with subaward funding, including the standards in 2 C.F.R. § 200.313 (see also 45 C.F.R. § 75.320) for the use of all such equipment.

**EQUIPMENT USE AND PROCUREMENT CLAUSE.** The Sub-Recipient shall adhere to the requirements of 2 C.F.R. § 200.313 (see also 45 C.F.R. § 75.320) for the use of all equipment purchased by Sub-Recipient with subaward funding, to include the following:

- a. Use all equipment purchased with subaward funding for the project's authorized purposes and in accordance with state laws and procedures;
- b. Not encumber or dispose of the property without the written approval of the Department and the Federal awarding agency. Disposition of any equipment will be made in accordance with instructions provided by the Federal awarding agency;
- c. Maintain property records that include a description of the property, a serial number, or other identification number, the source of funding, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project cost, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property;
- d. Physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years;
- e. Adequate safeguards to protect against loss, damage or theft of the property and investigation of any lost, damaged or stolen property;
- f. Develop procedures to ensure program staff forward invoices for equipment purchases of \$500 or more to Sub-Recipient's employee in charge of maintaining records for equipment inventory tracking;
- g. Recognize that title to materials and supplies, including computing devices, will vest in Sub-Recipient upon acquisition, subject to the requirements of 2 C.F.R. § 200.314 (see also 45 C.F.R. § 75.321) for compensation to the Federal awarding agency for residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program.

**OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION.** Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or

terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

**CLOSEOUT CLAUSE.** Sub-Recipient acknowledges that all invoices or other demands for payment must be received by the Department by August 5, 2022. Invoices or demands for payment received after that date cannot be paid and are forfeited.

**ANTI-DISCRIMINATION CLAUSE.** Sub-Recipient will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Sub-Recipient shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

**GOVERNOR'S PRORATION CLAUSE.** It is agreed that the Department may terminate this Grant by providing thirty (30) days written notice to Sub-Recipient should the Governor of Alabama declare proration of the fund from which payment under this Grant is to be made. This termination for cause is supplemental to other rights the Department may have under this Grant or otherwise to terminate this Grant.

**TERMINATION CLAUSE.** This Grant may be terminated by either party providing a thirty (30) day written notice to the other party.

**AMENDMENT CLAUSE.** This Grant may be amended only by mutual agreement in writing, signed by Department and Sub-Recipient, and processed through and approved by all necessary authorities.

**STANDARD OF PRACTICE CLAUSE.** Sub-Recipient agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Grant which in any manner affect performance under this Grant. Sub-Recipient agrees to perform services consistent with customary standard of practice and ethics in the profession.

**WHISTLEBLOWER PROTECTION CLAUSE.** Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted,

or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

**ASSIGNMENT CLAUSE.** The rights, duties, and obligations arising under the terms of this Grant shall not be assigned by any of the parties hereto without the written consent of all other parties.

**ENTIRE AGREEMENT CLAUSE.** This Grant contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Grant that have not been incorporated herein or attached hereto.

**SEVERABILITY CLAUSE.** Each provision of this Grant is intended to be severable. If any term or provision of this Grant is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Grant.

**HEADINGS CLAUSE.** Headings in this Grant are for convenient reference only and shall not be used to interpret or construe the provisions of this Grant.

**DO NOT WORK CLAUSE.** Sub-Recipient acknowledges and understands that this Grant is not effective until it has received all requisite State government approvals and Sub-Recipient shall not begin performing work under this Grant until notified to do so by the Department. Sub-Recipient is entitled to no compensation for work performed prior to the effective date of this Grant.

**EMERGENCY CANCELLATION CLAUSE.** Notwithstanding any other provision of this Grant, upon the issuance of a Declaration of Financial Necessity by the State

Health Officer, this Grant may be canceled immediately upon notice of such cancellation being given in writing to the Sub-Recipient. Notwithstanding such cancellation, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

**FINANCIAL NECESSITY CLAUSE.** All terms and conditions of this Grant notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Grant may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Sub-Recipient. Notwithstanding such reduction, the Sub-Recipient shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

**DEBT OF STATE CLAUSE.** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article X1, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Grant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Grant, be enacted, then that conflicting provision in the Grant shall be deemed null and void. The Sub-Recipient's sole remedy for the settlement of any and all disputes arising under the terms of this Grant shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

**TOBACCO SMOKE CLAUSE.** Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant the Sub-Recipient certifies that it will comply with the requirements of the Act. The Sub-Recipient further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Sub-Recipients shall certify accordingly.

**LOBBYING CLAUSE.** The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any Federal Grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant, contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Grantee or Sub-Recipient herein.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48

CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**RECORD RETENTION.** The Sub-Recipient is aware that it must retain all records pertinent to expenditure incurred under this Grant for a period of three (3) years after the termination of all activities funded under this Grant. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the

actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

**AVAILABILITY OF FINANCIAL STATEMENTS.** All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

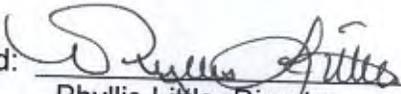
**AUDIT REQUIREMENTS.** A non-Federal Sub-Recipient that expends \$750,000 in federal awards or more during the Sub-Recipient's fiscal year must have a single audit conducted in accordance with the Uniform Administrative Requirements, 2 CFR Part 200, Subpart F.

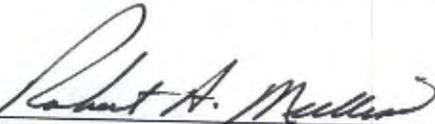
**INTERPRETATION CLAUSE.** Where there is an apparent conflict among the Grant documents which cannot be resolved by interpretation, this document controls.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Sub-Recipient:  
County of Cullman

Alabama Department of Public Health  
This Grant has been reviewed as to content

Signed:   
Phyllis Little, Director

Signed:   
Robert A. Mullins, Director  
Center for Emergency Preparedness

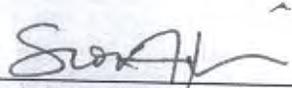
Date: 7/20/2021

Date: \_\_\_\_\_

Address:  
500 2<sup>nd</sup> Avenue SW, Room 105  
Cullman, AL 35055-4135

APPROVED:  
Alabama Department of Public Health

P.O. Box 924  
Cullman, AL 35056-0924

Signed:   
Scott Harris, M.D., M.P.H.  
State Health Officer

Telephone: 256-736-5388  
Fax: 256-737-0876

Sub-Recipient please type or print your  
email address: [plittle@cullmanema.org](mailto:plittle@cullmanema.org)

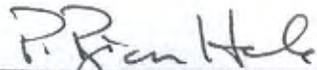
Date: 8/4/21

FEIN: 636001496

DUNS NO. 142453567

APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE  
RULES AND REGULATIONS  
DEPT. OF PUBLIC HEALTH

AUG 2 2021

  
OFFICE OF GENERAL COUNSEL

County of Cullman  
AL-SMORT 1 Grant  
July 1, 2021 through June 30, 2022  
PROJECT BUDGET

**Salary:**

Item 1:

Item 2:

Total Salary	\$	
Justification of Salary:		

**Fringe:**

Item 1:

Item 2:

Total Fringe	\$	
Justification of Fringe:		

**Consultant Costs:**

Item 1:

Item 2:

Total Consultant Costs	\$	
Justification of Consultant:		

**Travel Costs:**

Item 1:

Item 2:

		3,000.00
Item 2:		
Total Travel Costs	\$	3,000.00
Justification of Travel:		

**Equipment Costs:**

Item 1:

Item 2:

		4,000.00
Item 2:		
Total Equipment Costs	\$	4,000.00
Justification of Equipment:		

**Supplies:**

Item 1:

Item 2:

Total Supplies	\$	
Justification of Supplies:		

**Other Costs:**

Item 1:

Item 2:

		3,000.00
Item 2:		
Total Other Costs	\$	3,000.00
Justification of Other Costs:		

Total of Direct Costs	\$	10,000.00
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Total Indirect Costs (calculated on Salary only)	0%	\$		
**** OR ****				

Total Indirect Costs (calculated on Salary and Fringe)	0%	\$		
---	----	----	--	--

	\$			
<small>NOTE: Only use one type of % Calc.</small>				
Justification of Indirect:	Must attach a federally negotiated indirect cost rate agreement to the budget, if one exists. If one does not exist, the entity can use 10% but must submit a letter acknowledging the rate. If a rate lower than the federally negotiated rate is used, submit the agreement and a letter waiving the agreed upon rate.			

Total of Direct and Indirect Costs:	\$		10,000.00	
Total Amount of Funds Requested from this Program:				
	\$			

Justification if Different:	If the total direct and indirect cost is different from the requested amount, please provide a justification.			
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224 Broad Street  
Suite 201  
Gadsden, AL 35901  
Tel (256) 543-9431  
Fax (256) 543-9437

cdge.com

July 13, 2021

Matt Kinsland  
Project Manager  
Cullman County Economic Development  
325 Second Street SE  
Cullman, Alabama 35055

Re: **Safe Room Power Backup Design & Construction Services**

Dear Mr. Kinsland:

CDG Engineers & Associates, Inc. (CDG) appreciates this opportunity to continue our relationship with Cullman County Economic Development and submit this proposal for design of a backup power supply at five (5) storm shelters located in Cullman County. These locations include Brushy Pond, Colony, Crane Hill, Cullman, and Hanceville Senior Centers. As discussed in our recent meeting, CDG recommends the installation of a single-phase battery-inverter unit to power each storm shelter's required ventilation fan and emergency lighting for 120 minutes (ICC 500 storm shelter requirement). Based on this recommendation, our proposed engineering services are as follows:

#### **SCOPE OF SERVICES**

- Project management and coordination with owner.
- Participation in one site visit to field verify existing conditions prior to the commencement of design.
- Prepare construction documents for required repair work to be accomplished at each location.
- Participate in a pre-construction conference prior to commencement of construction.
- Attend the bid opening and make recommendations for award to the Owner.
- Process shop drawings, submittals, RFI's, change orders and pay requests furnished by contractors.
- Interpret the plans and specifications to protect the original intent of the design as approved by the OWNER and advise the contractor(s) accordingly.
- Attend a single final observation for each storm shelter at the completion.



**BUDGET**

Based on the noted scope of services and assuming no unusual conditions are encountered at the site, our proposed lump sum fee is **\$9,500**, which will not be exceeded without prior authorization, and can be billed monthly as work progresses.

We look forward to working with you on this project and please do not hesitate to call if you have any questions or need additional information.

Sincerely,

**CDG Engineers & Associates, Inc.**

A handwritten signature in blue ink, appearing to read "Jared K. Lowe".

Jared K. Lowe  
Civil Practice Leader

Attachments: General Terms and Conditions  
Proposal Acceptance Form



Engineering. Environmental. Answers.

CORPORATE OFFICE  
PO BOX 278  
ANDALUSIA, AL 36420  
334-222-9431

GADSDEN OFFICE  
224 BROAD STREET SUITE 201  
GADSDEN, ALABAMA 35901  
256-543-9431

**PROPOSAL ACCEPTANCE SHEET**

Identification of Services Engineering Design and Construction Services  
Project Name CCED Safe Room Power Backup  
Project Location Cullman County, Alabama

**CLIENT**

Name Cullman County Economic Development  
Address 325 Second Street SE Cullman, Alabama 35055  
Phone Number (256) 736-2434  
Fax Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Attention: Matt Kinsland

**FOR CORRESPONDENCE (if different than client)**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SPECIAL INSTRUCTIONS:**

See attached CDG Proposal dated July 13, 2021

**PROPOSAL ACCEPTANCE**

The Terms and Conditions of this Proposal, including the terms on this page and the attached are Accepted this 21 day of July, 2021

Cullman County Commission  
Print or type individual, firm or corporate body name  
[Signature]  
Signature of authorized representative  
Jeff "Clem" Clemons, Chairman  
Print or type name of authorized representative and title

CDG ENGINEERS & ASSOCIATES, INC.  
Print or type individual, firm or corporate body name  
\_\_\_\_\_  
Signature of authorized representative  
\_\_\_\_\_  
Print or type name of authorized representative and title

## TERMS AND CONDITIONS

**SERVICES TO BE PROVIDED.** CDG Engineers & Associates, Inc. (hereinafter CDG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

**PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and CDG reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

**TERMINATION.** Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay CDG for all costs incurred plus reasonable charges associated with termination of the work.

**PROFESSIONAL LIABILITY.** Notwithstanding any other provision of this Agreement, the Engineer's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

**SITE OPERATIONS.** Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

**OWNERSHIP AND USE OF PROJECT DOCUMENTS.** All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

**ADDITIONAL SERVICES OF CONSULTANT.** If authorized in writing by the Client, CDG shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, CDG will promptly notify and consult with Client and any additional services will be negotiated.

**ASSIGNABILITY.** CDG shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client; provided, however, that claims for money by the Client from CDG under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

**SERVICES TO BE CONFIDENTIAL.** All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by CDG under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. CDG shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

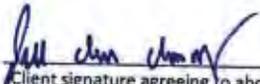
**CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

**SEVERABILITY.** It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and CDG shall survive the completion of the services and the termination of this Agreement.

**INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Alabama.

  
Client signature agreeing to above terms

\_\_\_\_\_  
CDG signature agreeing to above terms

**BRYAN  
CHEATWOOD**  
County Engineer

bhcatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336      Fax: 256-796-7039

July 1, 2021

**Proposed considerations for upcoming Commission meeting on Tuesday July 20, 2021.**

- Proposed plat Ebenezer Subdivision. A minor subdivision containing 8 Lots located on County Road 615

**BRYAN  
CHEATWOOD**  
County Engineer

bcheatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbnmncr@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336    Fax: 256-796-7039

July 1, 2021

**Proposed considerations for upcoming Commission meeting on Tuesday July 20, 2021.**

- Proposed plat Cotton Patch Estates. A minor subdivision containing 17 Lots located on County Road 349

**BRYAN  
CHEATWOOD**  
County Engineer

bhcheatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbrunner@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

Phone: 256-796-1336 Fax: 256-796-7039

July 8, 2021

**Proposed considerations for upcoming Commission meeting on Tuesday July 20, 2021.**

- Proposed plat Eastern Shores Phase2. A major subdivision containing 21 Lots located on County Road 1462 and Orchard Drive

INVITATION TO BIDDERS

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This bid will a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County. City of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, City of Cullman, Cullman County Commission on Education, and the Town of Berlin. Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The award of this bid will be made by the Cullman County Commission on behalf of all indicated governmental entities.

The Cullman County Commission reserves the right to reject any/or all bids and to waive any formalities in the bidding.

Any questions regarding this bid should be directed to Bryan Cheatwood, County Engineer, 256-796-1336.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535. AS AMENDED BY ACT 2012-491)

By signing this contract, grant, or other agreement, 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. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Madison Materials, Inc.
Company

256-582-2636/256-582-2672
Phone/Fax

P.O. Box 306
Mailing Address

Heath Thomas
Representative (Please Print)

Guntersville, Al. 35976

Handwritten signature of Heath Thomas
Representative Signature

**BID PROPOSAL FOR COMMERCIAL AGGREGATE**

<u>ITEM</u>	<u>BID PRICE</u> <u>F.O.B. QUARRY</u>
ALDOT Coarse Agg. Sizes #1 Through #610 (Washed)	\$ <u>13.30</u> price per ton
ALDOT Coarse Agg. Sizes #7 Through #10 (Washed)	\$ <u>13.90</u> price per ton
PRICE REDUCTION FOR UNWASHED	\$ <u>N/A</u> price per ton
¾" Crusher Run	\$ <u>12.05</u> price per ton
1" Crusher Run	\$ <u>12.05</u> price per ton
1 ¼" Crusher Run	\$ <u>No Bid</u> price per ton
1 ½" Crusher Run	\$ <u>12.05</u> price per ton
Crushed Aggregate Base, Type "B"	\$ <u>12.15</u> price per ton
Rip-Rap, Class I & II	\$ <u>14.50</u> price per ton
Rip-Rap, Class III & IV	\$ <u>15.00</u> price per ton
Rip-Rap, Quarry Run, Ungraded	\$ <u>11.25</u> price per ton

Commercial Screenings Aggregate meeting the following gradation for percent passing:

#8	80-90%	
#16	55-65%	
#50	25-35%	
#100	15-25%	
#200	10-20%	\$ <u>No Bid</u> price per ton

BMT-91 or equivalent test report(s) must be furnished upon request.

Cullman County reserves the right to jointly award the bid in a manner that affords the best value to Cullman County based off of transportation costs.

**BID PROPOSAL FOR COMMERCIAL AGGREGATE ATTACHMENT**

Scrap or ¼" minus

\$10.25 price per ton

STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 4801  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WHITAKER CONTRACTING CORP.

GUNTERSVILLE, AL 35976

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until July 31, 2021 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

24th day of July, 2020

*Max H. Dancy*

SECRETARY-TREASURER

*Ally Whaley*

CHAIRMAN

164047

INVITATION TO BIDDERS

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256-796-1336.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT  
(ACT 2011-535. AS AMENDED BY ACT 2012-491)

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Blount Springs Materials 2567347735/2567340522  
Company Phone/Fax

3280 Co. RD 437  
Mailing Address

Cullman AL 35057

Rick Mathis  
Representative (Please Print)

Rick Mathis  
Representative Signature

**BID PROPOSAL FOR COMMERCIAL AGGREGATE**

<u>ITEM</u>	<u>BID PRICE</u> <u>F.O.B. QUARRY</u>
ALDOT Coarse Agg. Sizes #1 Through #610 (Washed)	\$ <u>10 25</u> price per ton
ALDOT Coarse Agg. Sizes #7 Through #10 (Washed)	\$ <u>11 00</u> price per ton
PRICE REDUCTION FOR UNWASHED	\$ <u>.50</u> price per ton
¾" Crusher Run	\$ <u>9 00</u> price per ton
1" Crusher Run	\$ <u>9 00</u> price per ton
1 ¼" Crusher Run	\$ <u>9 00</u> price per ton
1 ½" Crusher Run	\$ <u>9 00</u> price per ton
Crushed Aggregate Base, Type "B"	\$ <u>9 25</u> price per ton
Rip-Rap, Class I & II	\$ <u>12 00</u> price per ton
Rip-Rap, Class III & IV	\$ <u>12 50</u> price per ton
Rip-Rap, Quarry Run, Ungraded	\$ <u>9 00</u> price per ton

Commercial Screenings Aggregate meeting the following gradation for percent passing:

#8	80-90%
#16	55-65%
#50	25-35%
#100	15-25%
#200	10-20%

\$ 4 50 price per ton

BMT-91 or equivalent test report(s) must be furnished upon request.

Cullman County reserves the right to jointly award the bid in a manner that affords the best value to Cullman County based off of transportation costs.

INVITATION TO BIDDERS

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COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

(ACT 2011-535. AS AMENDED BY ACT 2012-491)

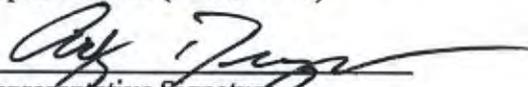
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Vulcan Materials Company  
Company

256-303-4766  
Phone/Fax

1200 Urban Center Dr., Birmingham, AL 35242  
Mailing Address

Cody Dunagan  
Representative (Please Print)

  
Representative Signature

**BID PROPOSAL FOR COMMERCIAL AGGREGATE**

<u>ITEM</u>	<u>BID PRICE</u> <u>F.O.B. QUARRY</u>
ALDOT Coarse Agg. Sizes #1 Through #610 (Washed)	\$ 13.00 price per ton
ALDOT Coarse Agg. Sizes #7 Through #10 (Washed)	\$ 15.50 price per ton
PRICE REDUCTION FOR UNWASHED	\$ 0.00 price per ton
¾" Crusher Run	\$ 11.00 price per ton
1" Crusher Run	\$ 11.00 price per ton
1 ¼" Crusher Run	\$ 11.00 price per ton
1 ½" Crusher Run	\$ 11.00 price per ton
Crushed Aggregate Base, Type "B"	\$ 11.25 price per ton
Rip-Rap, Class I & II	\$ 16.00 price per ton
Rip-Rap, Class III & IV	\$ 17.00 price per ton
Rip-Rap, Quarry Run, Ungraded	\$ 12.50 price per ton
Commercial Screenings Aggregate meeting the following gradation for percent passing:	
#8	80-90%
#16	55-65%
#50	25-35%
#100	15-25%
#200	10-20%
	\$ 8.00 price per ton

BMT-91 or equivalent test report(s) must be furnished upon request.

Cullman County reserves the right to jointly award the bid in a manner that affords the best value to Cullman County based off of transportation costs.

INVITATION TO BIDDERS

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256-796-1336.

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C.A. LANGFORD Co, INC  
Company

256 582 5723 / 256 582 0529  
Phone/Fax

2120 WARRENTON RD  
Mailing Address

CHARLES A. LANGFORD IV  
Representative (Please Print)

GUNTERSWME, AL 35976

Charles A. Langford IV  
Representative Signature

**BID PROPOSAL FOR COMMERCIAL AGGREGATE**

<u>ITEM</u>	<u>BID PRICE</u> <u>F.O.B. QUARRY</u>
ALDOT Coarse Agg. Sizes #1 Through #610 (Washed)	\$ <u>14.50</u> price per ton
ALDOT Coarse Agg. Sizes #7 Through #10 (Washed)	\$ <u>15.50</u> price per ton
PRICE REDUCTION FOR UNWASHED	\$ _____ price per ton
¾" Crusher Run	\$ <u>14.00</u> price per ton
1" Crusher Run	\$ <u>14.00</u> price per ton
1 ¼" Crusher Run	\$ <u>14.00</u> price per ton
1 ½" Crusher Run	\$ <u>14.00</u> price per ton
Crushed Aggregate Base, Type "B"	\$ <u>14.75</u> price per ton
Rip-Rap, Class I & II	\$ <u>15.00</u> price per ton
Rip-Rap, Class III & IV	\$ <u>12.50</u> price per ton
Rip-Rap, Quarry Run, Ungraded	\$ <u>12.00</u> price per ton

Commercial Screenings Aggregate meeting the following gradation for percent passing:

#8	80-90%	
#16	55-65%	
#50	25-35%	
#100	15-25%	
#200	10-20%	\$ _____ price per ton

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