

**Certificate of Recognition for Outstanding
Service to the Citizens of Cullman County**

Melodie Parsons

In recognition of her hard work and dedication to improving mental health and substance abuse recovery in Cullman County.


Jeff Clemmons, Chairman


Kerry Watson, Associate Commissioner


Garry Marchman, Associate Commissioner

CULLMAN COUNTY COMMISSION
PROCLAMATION

Suicide Prevention Awareness Month

WHEREAS, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS, suicidal thoughts can affect anyone, it occurs among all age groups and across all socioeconomic, racial, and ethnic backgrounds, and is the 12th leading cause of death in the United States, and the 13th leading cause of death in the State of Alabama (American Foundation for Suicide Prevention, 2022); and

WHEREAS, the stigma associated with mental illness and suicidality works against suicide prevention by discouraging persons at risk for suicide from seeking life-saving help and further traumatizes survivors of suicide; and

WHEREAS, The County of Cullman is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, police officers, parents, and many others, as partners in supporting our community in simply being available to one another; and

WHEREAS, local organizations like Cook Ministries are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; as in the words left behind by Johnny Cook, "Sometimes people are struggling with life and carrying a smile always trying to be strong. Be kind to the people you meet, you never know what is going on in their life. A kind word may be all it takes to help them thru another day".

WHEREAS, public awareness of the warning signs and the networks available for at-risk individuals are essential to continue lowering the rates of suicide; and

WHEREAS, while there is no single cause of suicide and no single suicide prevention program or effort that will be appropriate for all populations or communities, the initiatives to increase access to quality mental health, substance abuse, and suicide prevention services will help prevent suicide. Suicide is preventable, and it is appropriate to bring awareness about suicide.

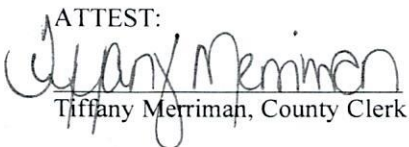
NOW, THEREFORE, as Cullman County Commission of Cullman, Alabama proclaims that the month of September 2022 to be

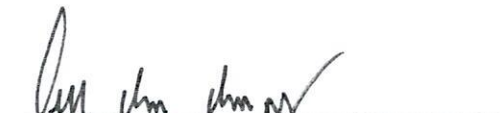
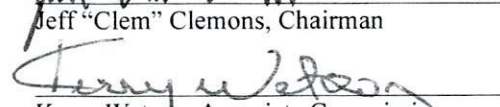
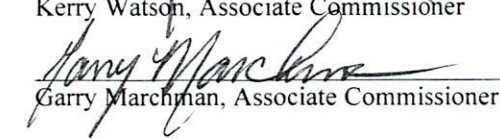
SUICIDE PREVENTION AWARENESS MONTH

The Cullman County Commission commends this observance during September 2022 to the citizens of Cullman, Alabama

This day 16th of August 2022

ATTEST:


Tiffany Merriman, County Clerk


Jeff "Clem" Clemons, Chairman

Kerry Watson, Associate Commissioner

Garry Marchman, Associate Commissioner

Appendix I

Documentation of Title VI Authorization

RESOLUTION 2022-63 ADOPTING A TITLE VI PROGRAM

WHEREAS, the CULLMAN COUNTY COMMISSION - CARTS is a recipient of Federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI Federal requirements; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving Federal financial assistance; and

WHEREAS, the CULLMAN COUNTY COMMISSION - CARTS commits to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

NOW, THEREFORE, be it resolved by the Cullman County Commission of the CULLMAN COUNTY COMMISSION - CARTS as follows:

The Cullman County Commission approves the proposed Title VI Program in order to comply with the Title VI Federal requirements.

The CULLMAN COUNTY COMMISSION - CARTS, in their capacity, will serve as the Title VI Coordinator and is authorized to revise and update the Title VI Program as necessary.

Adopted this 16th day of August, 2022.

Signature: Jeff Clem Clemens

Attest: Tiffany Memiman

Printed Name: Jeff "Clem" Clemens

Printed Name: Tiffany Memiman

Title: Chairman

Title: Chairman

RESOLUTION NUMBER 2022-64

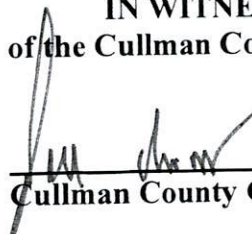
BE IT RESOLVED, by the Cullman County Commission, of Cullman County, Alabama, as follows:

1. That the Cullman County Commission enter into an agreement with the State of Alabama: acting by and through the Alabama Department of Transportation relating to public transportation with partial funding by the Federal Transit Administration, which agreement is before this Cullman County Commission;
2. That the agreement to be executed in the name of the Cullman County Commission, by the Commission Chairman of the Cullman County Commission for and on its behalf:
3. That such execution be attested by the County Clerk and the seal of the Cullman County Commission affixed thereto:

BE IT FURTHER RESOLVED, that upon completion of the execution of the agreement by all parties, a copy of such agreement be kept by the County Clerk in the minute book of the Cullman County Commission.

I, the undersigned Commission Chairman of the Cullman County Commission, Cullman County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Cullman County Commission of the Cullman County Commission - CARTS, at a regular meeting of such Commission held on the 16th day of August, 2022, and that such resolution is of record in the Minute Book of the Cullman County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Cullman County Commission on this 16th day of August, 2022 .



Cullman County Commission Chairman



County Clerk

SEAL

State of Alabama,
County of Cullman

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: August 16, 2022

RE: Contract/Grant/Incentive (describe by number or subject):

Cullman County Commission by and between
State of Alabama and Alabama Department of Transportation.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Cullman County Commission Chairman with the Applicant named above and is authorized to provide representations set out in this Certificate as the official and binding act of that entity and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-S35 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the ACT."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b) below to describe the Applicant's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

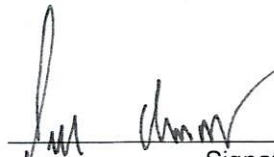
EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

(a) The Applicant named is a business entity or employer as those terms are defined in Section 3 of the Act.

(b) The Applicant named is not a business entity or employer as those terms are defined in Section 3 of the Act.

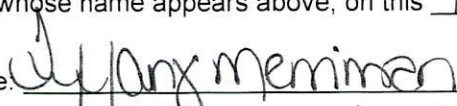
3. As of the date of this Certificate the Applicant named does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama:
4. The Applicant named is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 16th day of August, 2022.



Signature of Applicant
Printed Name: Jeff "Clem" Clemons
Title: Chairman

The above Certification was signed in my presence by the person whose name appears above, on this 16th day of August, 2022

Witness Signature: 

Printed Name of Witness: Tiffany Memiman

STATE OF ALABAMA
 ALABAMA DEPARTMENT OF TRANSPORTATION
 PURCHASE REQUEST – HIGH ROOF TRANSIT VAN
 CONTRACT NUMBER: **MA 220000003153**

LOCAL TRANSPORTATION REFERENCE: **HIGH ROOF TRANSIT VAN (Section 5311 only)**

Revised 7-20-2022

Dealer/Mfr.: Mr. Eric Weimer Creative Bus Sales, Inc.. Address: 4741 I-55 South Jackson, MS 39212 Phone: 601-622-4044 EWeimer@creativebussales.com	Passenger Capacity/Base Price Enter Price of Vehicle Desired as Base Price Type of Vehicle: 2023 Ford/MobilityTrans High Roof Transit Van (HAP 1)-- Gas \$86,948 High Roof Transit Van (HAP 2)-- Gas \$85,713
Customer Information (for Titling) Legal Customer Name: Cullman County Commission - CARTS Street Address: 1950 Beech Avenue SE Cullman, AL 35055 City, State, Zip Code: Contact: Joyce Echols Telephone:256-734-1246 FAX:256-736-6450 EMAIL:jechols@co.cullman.al.us	Important...All orders must be <u>rounded up</u> to the nearest dollar per vehicle. Total Cost: \$ <u>85,713</u> Lienholder Information: Alabama Department of Transportation Local Transportation Bureau 1409 Coliseum Boulevard Montgomery, Alabama 36110 Contact: Robert Echols Phone: (334) 242-6780

*NOTE: If System/Agency is NOT under contract to the Alabama Department of Transportation, then local System/Agency must make direct arrangements with Dealer/Mfg. for payment and delivery of vehicles.

Rear or Side Loading: Rear

*****Choose one (check):**

One Wheelchair Station: _____

Two Wheelchair Stations: X

Braun Lift/Q-Straint Securement

5311 Graphics Package

Agency Name: CARTS

Agency Phone #: 256-734-1246

Camera System is Angel Trax

Note: Mail Matching Funds to the following:

Alabama Department of Transportation
Attn: Local Transportation Bureau
1409 Coliseum Boulevard
Montgomery, AL 36110

Acknowledgement of Vehicle Order:

To: The Ordering Agency

Once the Authorized Representative of the agency sign the certification below, the attached ordering form must not be altered or changed without a written request by an authorized official of your agency.

I CERTIFY THAT I HAVE READ, UNDERSTAND, AND COMPLETED THE INFORMATION INCLUDED ON THE ATTACHED VEHICLE ORDERING FORM. I HAVE REVIEWED AND SELECTED THE OPTION AND AGREE WITH THE PRICES OF THE SELECTIONS I MADE.

Signed By: _____
(Signature of Authorized Representative)

Date: _____

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 ALABAMA DEPARTMENT OF TRANSPORTATION
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Two Wheelchair Stations: X

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Signed By: _____
(Signature of Authorized Representative)

Date: _____

\State of Alabama
Cullman County

RESOLUTION NO. - 2022- 65

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 34 a dead end road is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 34 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour set speed on said County Road 34;

IT IS FURTHER RESOLVED, that any violations of this Resolution shall be unlawful and punished pursuant to Title 32, Chapter 5A, Code of Alabama, 1975.

ADOPTED this the 16th day of August 2022.


JEFF CLEMMONS, CHAIRMAN


GARRY MARCHMAN
COMMISSIONER

ATTEST:


COUNTY CLERK


KERRY WATSON
COMMISSIONER

RESOLUTION NUMBER 2022-66

WHEREAS, the Cullman County Commission intends to apply for state and federal matching funds for airport improvement projects for the Cullman Regional Airport during fiscal year 2023.

THEREFORE, BE IT RESOLVED, by the Cullman County as follows:

1. That Cullman County is authorized to make applications for airport improvement funding assistance from the State of Alabama Department of Transportation and the Federal Aviation Administration, for the purpose of undertaking projects in fiscal year 2023 to make improvements at the Cullman Regional Airport.
2. That the applications be submitted for and on behalf of Cullman County by its Chairman who is authorized by this resolution to sign applications and any related forms or documents on behalf of the County.
3. That Cullman County is authorized to enter into airport improvement funding agreements with the State of Alabama, acting by and through the Alabama Department of Transportation, and the Federal Aviation Administration, for the purpose of undertaking projects to make improvements at the Cullman Regional Airport, with partial funding provided by the State of Alabama and the Federal Aviation Administration.
4. That the agreements be executed in the name of Cullman County Commission for and on behalf of Cullman County by its Chairman.
5. That the authority of Cullman County Commission to enter into contracts with the State of Alabama and the Federal Aviation Administration has been reviewed by the County's attorney, and in his/her opinion, Cullman County Commission is duly authorized to commit Cullman County Commission to an agreement with the Alabama Department of Transportation and Federal Aviation Administration.

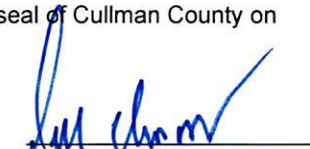
BE IT FURTHER RESOLVED, that the Cullman County Commission hereby affirms that the local matching share of funds in the amount required for this airport improvement project has been officially approved, placed into the budget of the airport and is available for expenditure upon execution of the Federal Aviation Administration's and the State of Alabama's funding agreements and the start of the project.

I, the undersigned qualified and acting as the County Clerk, of Cullman County, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Cullman County Commission named therein, at a regular meeting of such body held on the 16th day of August 2022, and that such resolution is on file in the office of Cullman County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Cullman County on this 16th day of August 2022.

Attest:


Tiffany Merrimah,
County Clerk


Jeff Clemons,
Chairman


Kerry Watson,
Associate Commissioner


Barry Marchman,
Associate Commissioner

RESOLUTION # 2022-67

**A RESOLUTION FOR THE MODIFICATION OF PER DIEM MEAL ALLOWANCE FOR
COUNTY EMPLOYEES TRAVELING IN THE STATE OF ALABAMA**

BE IT RESOLVED, by the County Commission of Cullman, Alabama as follows:

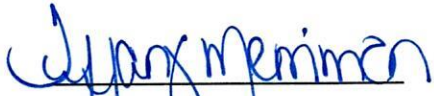
WHEREAS the Cullman County Commission established a per diem amount by Resolution 2011-18 which established a per diem meal allowance for county employees during travel for county business within the State of Alabama,

BE IT RESOLVED that the Cullman County employees on travel within the State of Alabama will receive an increased per diem meal allowance of fifty-five dollars (\$55.00) per day and in the event, travel is only for a portion of the day the allowance shall be twenty-five dollars (\$25.00).

IT IS FURTHER RESOLVED that this resolution shall be made a part of the minutes of the meeting of the Cullman County Commission at which this action has been taken. The clerk is hereby authorized and directed to effectuate such ministerial tasks.

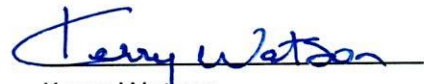
Adopted on the 16th day of August 2022.

Attest:



Tiffany Merriman,
County Clerk



Jeff Clemons,
Chairman

Kerry Watson,
Associate Commissioner

Garry Marchman,
Associate Commissioner



**Medical Stop Loss Proposal For
Cullman County Commission
Cullman, AL**

Producer
Cobbs Allen & Hall, Inc.

Underwriter
Sandy Drohosky



33 Commercial Street, 3rd Floor, Gloucester, MA 01930 Telephone: 9785258875 Facsimile:

Group: Cullman County Commission
 Administrator: Blue Cross Blue Shield of Alabama
 Issuing Carrier: Gerber Life Insurance Company

Proposal No: 8455
 Proposal Date: 07/28/2022
 Effective Date: 10/01/2022
 Proposal Valid Through: 10/11/2022

SPECIFIC STOP LOSS BENEFIT

	<u>Option 1</u>	
Covered Benefits	Medical, Rx Card	
Contract Basis	PAID	
Annual Specific Deductible per Individual	\$	125,000
Maximum Annual Reimbursement		Unlimited
Maximum Lifetime Reimbursement		Unlimited
Quoted Rate Per Month	<u>Enrollment</u>	
Composite	483 \$	107.73
Estimated Annual Premium	\$	624,403
Proposal includes Commissions		5.00%
Aggregating Specific Deductible	\$	75,000

AGGREGATE STOP LOSS BENEFIT

	<u>Option 1</u>	
Covered Benefits	Medical, Rx Card	
Contract Basis	PAID	
Aggregate Corridor		125%
Loss Limit Per Individual	\$	125,000
Maximum Annual Reimbursement	\$	1,000,000
Rate Per Month	<u>Enrollment</u>	
Composite	483 \$	5.40
Estimated Annual Premium	\$	31,298
Rate(s) includes Commissions of		5.00%
Annual Aggregate Deductible	\$	7,859,666
Minimum Aggregate Deductible	\$	7,859,666
Monthly Aggregate Claim Factors Medical , RxCard	<u>Enrollment</u>	
Composite	483 \$	1,356.05

OVERALL COST SUMMARY

	<u>Option 1</u>	
Total Annual Fixed Costs	\$	655,701
Variable Costs	\$	7,859,666
Maximum Annual Liability	\$	8,590,367

JC

This proposal is subject to policy provisions, limitations and exclusions.

The actively-at-work/disabled person for employee and non-confinement for dependent provision may be waived subject to receipt and review of a completed and signed Disclosure Statement.

If during the policy period the enrollment varies by more than 10% from the first month's premium, or a division is added or terminated, additional information may be necessary, and rates and factors may be adjusted.

If the policyholder acquires a new group of any size to be added to their policy, census data, experience and either a completed and signed Disclosure Statement or individual Proof of Good Health Questionnaires must be submitted for review and approval before the group can be accepted under the Stop Loss coverage.

This proposal includes the Advanced Specific Funding feature.

This proposal is based on BCBS AL as the network in place. Please advise if this is incorrect, we reserve the right to alter the quoted rates and/or factors upon review and evaluation of correct network to be quoted.

This proposal includes duplication of the current benefits.

This proposal assumes reimbursement of negotiated fees/repricing fees/vendor fees up to a maximum of 25% of savings once the claim payments, plus the fees exceed the Specific Deductible and those fees are Incurred and Paid in accordance to the Policy's Contract Basis. Vendor fees billed at a flat rate per employee per month (capitated) are not eligible for reimbursement under the Specific or the Aggregate stop loss coverage. Services provided by the Claims Administrator and/or its affiliates are not eligible for reinsurance reimbursement. Compensation for Claims Administration services must be addressed by the Employer/Claims Administrator contract.

This proposal assumes that Large Case Management (LCM) fees will be reimbursable under the Stop Loss Policy, up to but not to exceed \$150.00 per hour for Claim payments and fees which exceed the Specific Deductible. Fees must be Incurred and Paid in accordance to the Policy's Contract Basis, billed in 15 minute increments and submitted with corresponding LCM narratives and invoices. Services provided by the Claims Administrator and/or its affiliates are not eligible for reinsurance reimbursement. Compensation for Claims Administration services must be addressed by the Employer/Claims Administrator contract.

Although we do not require a disclosure statement to be completed on a Unity Re, Inc. renewal, it is expected that any potential claim situation has been disclosed to us throughout the renewal quoting process. This proposal assumes that there are no other individuals who should be reported. Failure to disclose known individuals may result in an adjustment to the reimbursement otherwise due the Plan Sponsor and/or may result in one or more of the following: retroactive laser, run-in limit or exclusion.

Retirees covered up to age 65

The "PAID" contract listed on the proposal is actually a 48/12.

The rates and factors in this proposal are firm. Unity Re requires a signed proposal, and completed executed Disclosure Statement by 8/16/22.

If requirements are not received by this date, this offer may be subject to receipt and review of updated experience and further underwriting. We have evaluated all large claimant information provided to us thus far and have determined Nina Mathis will require a \$220,000 laser. All others reported to date have been accepted at group specific.

Please enter the number option chosen:
Option #

Please circle if Aggregate is being purchased:

YES or NO

We will not be bound by any typographical errors or omissions contained herein. We reserve the right to make corrections should clerical errors be found.

Legal Name of Policyholder: *Cullman County Commission*
Printed Name: *Jeff Clemons*
Title: *Chairman*
Signature: *Jeff Clemons*
Date: *8/16/2022*

Appointed Licensed Agent:
Printed Name: William H. Hartsfield Jr.
Title: Executive Vice President, Employee Benefits
Signature: *William H Hartsfield Jr*
Date: 8/17/2022

**APPLICATION AND SCHEDULE FOR
EXCESS LOSS INSURANCE**

**GERBER LIFE INSURANCE COMPANY
WHITE PLAINS, NY 10605**

Application is hereby made to the Gerber Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Contract Number: **GER2022-047**

2. Contractholder: **Cullman County Commission**

3. Address: **500 2nd Avenue SW**

City: **Cullman**

State: **AL**

Zip Code: **35055**

4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):

5. Name and Address of Designated Third Party Administrator:

Blue Cross Blue Shield of Alabama

450 Riverchase Pkwy E

Birmingham, AL 35244

6. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

N/A Singles and N/A Families (or) 483 Composite

6. (a) Eligible employees: N/A Singles and N/A Families (or) 483 Composite

7. **GENERAL SCHEDULE OPTIONS:**

(a) Contract Period October 1, 2022 to September 30, 2023
Effective date Termination date

(b) *Disabled Persons are are not covered.
*Retired Employees are are not covered.
*Cobra Continuees are are not covered.
*(required to be disclosed)

(c) Aggregate Benefit Yes No
Benefit Period: Employee Benefit Plan expenses must be
Incurred from October 1, 2019 through September 30, 2023 and
Paid from October 1, 2022 through September 30, 2023

Claims Incurred prior to the Contract Effective Date are limited to:

N/A

Claims Paid after the end of the Contract Period are limited to:

N/A

7. **GENERAL SCHEDULE OPTIONS: (Continued)**

Aggregate eligible expenses include:

- | | | | |
|-------------------------------------|-------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | Medical | <input checked="" type="checkbox"/> | Prescription Card Service |
| <input type="checkbox"/> | Dental Care | <input type="checkbox"/> | Weekly Disability Income |
| <input type="checkbox"/> | Vision Care | <input type="checkbox"/> | Other _____ |

Aggregate Monthly Factor per single Employee:	<u>N/A</u>
Family:	<u>N/A</u>
Composite:	<u>\$1,356.05</u>
Aggregate Payable Percentage (excess of Deductible):	<u>100 %</u>
Maximum Eligible Claim Expense Per Covered Person:	<u>\$125,000</u>
Minimum Aggregate Deductible:	<u>\$7,859,665.80</u>
Maximum Aggregate Benefit (excess of Deductible):	<u>\$1,000,000.00</u>

Optional Benefits

- | | | |
|-----|---------------------------------|---|
| i. | Monthly Aggregate Accommodation | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| ii. | Aggregate Terminal Liability | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

- (d) Specific Benefit Yes No

Medical only Medical & Prescription Drug only
 Benefit Period: Employee Benefit Plan expenses must be
 Incurred from October 1, 2019 through September 30, 2023, and
 Paid from October 1, 2022 through September 30, 2023

Claims Incurred prior to the Contract Effective Date are limited to	<u>N/A</u>
Claims Paid after the end of the Contract Period are limited to	<u>N/A</u>
Specific Deductible (per person):	<u>\$125,000</u>
Specific Payable Percentage (excess of Deductible):	<u>100%</u>
Maximum Specific Benefit per person in excess of Specific Deductible:	<u>UNLIMITED</u>
Aggregating Specific Deductible	<u>\$75,000</u>

Optional Benefits

- | | | |
|-----|--|---|
| i. | Advance Funding for Specific Excess Loss | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. | Specific Terminal Liability | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

The Specific Deductible and Maximum Specific Benefit (per person in excess of Specific Deductible) for the following individual(s) is as shown below:

Name <u>Nina Mathis</u>	Specific Deductible <u>\$220,000</u>	Maximum Benefit <u>UNLIMITED</u>
Name <u>N/A</u>	Specific Deductible <u>N/A</u>	Maximum Benefit <u>N/A</u>
Name <u>N/A</u>	Specific Deductible <u>N/A</u>	Maximum Benefit <u>N/A</u>
Name <u>N/A</u>	Specific Deductible <u>N/A</u>	Maximum Benefit <u>N/A</u>

8. PREMIUMS:		
(a)	Aggregate Premium	
	Premium Per Month Per Unit	<u>\$5.40</u>
	Minimum Annual Aggregate Premium	<u>\$31,298.40</u>
	Monthly Aggregate Accommodation	
	Premium Per Month Per Unit	<u>N/A</u>
	Annual Premium in Advance:	<u>N/A</u>
	Aggregate Terminal Liability	
	Premium Per Month Per Unit:	<u>N/A</u>
(b)	Specific Premium	
	Premium Per Month Per:	
	Single Employee	<u>N/A</u>
	Family	<u>N/A</u>
	Composite	<u>\$107.73</u>
	Minimum Monthly Specific Premium:	<u>\$52,033.59</u>
	Minimum Annual Specific Premium:	<u>\$624,403.08</u>
	Advance Funding for Specific Excess Loss	<u>INCLUDED</u>
	Specific Terminal Liability	<u>N/A</u>

SPECIAL RISK LIMITATIONS:

Specific: Retirees covered up to age 65

Aggregate: _____

10. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
- (b) Applicant has provided full disclosure of all information requested by the Company and has, to the best of its knowledge and belief, complied fully with all disclosure requirements.
- (c) If Applicant is electing coverage for disabled and/or retired persons, only those who have been disclosed to The Company will be covered.
- (d) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
 - (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
 - (2) if a dependent or Cobra Continuee, he or she is able to perform the normal functions of a person of like sex and age.
- (e) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date, by providing written notice to the Insured.
- (f) The Contract, if issued, may be void, if, whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.

- (g) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Gerber Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (h) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (i) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each Contract Month during the Contract Year.

11. **IT IS FURTHER UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

- (j) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (k) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (l) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Fraud Warning Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Dated at _____ this _____ Day of _____, 20 _____

Signed Licensed Agent _____
Print Licensed Agent Name

Agent Tax ID _____ Agent License Number and Issuing State _____
 Dated at _____ this 16th Day of August, 2022

Signed for the Applicant/Policyholder Jeff Clemons, Chairman
Printed Name and Title

ACCEPTANCE

Dated at _____ this _____ Day of _____, 20 _____

Accepted on behalf of the Company By Tim MacDonald, President
Print Name and Title



Plan Code: 17564

**AirMedCare Network Group Full Census Membership
For Cullman County Commission**

Organization: Cullman County Commission
Physical Address: 500 2nd Ave SW Room 105
Cullman, AL 35055
Mailing Address:
Contact: Judy Bradford
Phone: 256-775-4925
Email: jbradford@co.cullman.al.us
County: Cullman

Membership Sales Manager/Base: Wes McAden / BD

Participants:

- The Organization is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
- For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with an updated census list.

Fees and Payment:

No. of Participants in Initial Group	Annual Rate		Total
<u>500</u>	Census Slots	\$ 55.00	\$ <u>27,500.00</u>
		Total	\$ <u>27,500.00</u>

General Provisions:

- Participant memberships will be effective upon AirMedCare Network' receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) monthly employee census list completed by the Participants/Company. Memberships will automatically expire for an employee at the time they are no longer employed with the company. No refunds.
- AirMedCare Network agrees that Participant Lists (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
- This membership plan will be effective for 12 months, effective as of 10/1/2022, and will be evaluated by both parties annually at least 30 days prior to anniversary date, if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
- The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.



Initial JC

Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.

3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**

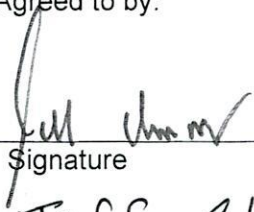
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.

6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:

→ 
Signature

Jeff Clemons
Printed Name

Chairman
Title

Signature

Keith Hovey
Printed Name

Vice President
Title

Cullman County Commission Membership
Organization Name Division

8/16/2022
Date Date

STRADA

Strada Professional Services, LLC

P.O. Box 55375 | Birmingham, AL 35255 | 205.307.6655 | 205.307.6656 Fax | 888-9-STRADA | www.stradaps.com

Date: 7/24/2022

Project: Cullman County Cabin Renovation

AREA	DESCRIPTION	
FLOORING		
	Replace existing flooring with vinyl plank in the following rooms: Family Room, Kitchen, Hallway and Linen Closet, Master Bedroom and Closet, Master Bath, Bedroom 2 and Closet, Bedroom 3 and Closet, and Full Bath	
ELECTRICAL		
	Replace or Repair the following electrical items: Electrical panel box, exterior flood lights, two (2) ceiling fans - family room, light fixture - kitchen, light fixture - hallway and linen closet, master bedroom - ceiling fan, master bathroom - light fixture, Bedroom 2 - ceiling fan, Bedroom 3 - ceiling fan, and Full Bath - light fixture	
FAMILY ROOM		
	Work to be performed in Family Room: Tear out sheetrock Replace damaged studs and insulation Install horizontal boards Trim out windows, door and install baseboard Paint ceiling	
KITCHEN		
	Sand and coat cabinets New cabinet hardware Appliance Replacement	
HALLWAY AND LINEN CLOSET		
	Paint walls, trim and door	
MASTER BEDROOM, CLOSET, AND BATH		
	Bedroom and Closet: Paint walls, trim and door in MBA and Closet Paint walls, trim and door in Bath Replace vanity, vanity top and faucet Replace tub/shower with walk-in shower	
BEDROOM 2 AND CLOSET		
	Bedroom 2 and Closet: Replace or repair door jamb Paint walls and trim door	
BEDROOM 3 AND CLOSET		
	Paint walls trim and door	



RE: Cullman County Cabin Renovation

FULL BATH	
	Paint walls and trim doors Replace vanity, vanity top and faucet Replace toilet Replace tub/shower with walk-in shower
GRAND TOTAL	
\$ 47,890.00	

NOTES AND EXCLUSIONS:

- No permits, engineering, testing or bond fees included
- No utility work included
- No relocation, removal or repair of existing utilities or MEP included
- No environmental or hazardous remediation included
- New flooring will be installed on top of existing flooring
- Only work described above is included in pricing
- Any work required or requested above work described herein will be additional cost
- Proposal includes one mobilization. Any additional mobilization required will be additional cost
- Proposal valid for 30 days



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For:
Shane Bailey

Date: August 08, 2022

Proposal Number: J4-134439-3420-1
Cooperative Quote Number: 27-242464-22-001
Cooperative Contract Number: Omnia 15-JLP-023

Job Name:
Cullman County Commission - Split 8/2022

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Split System Air Conditioning Units (Small) (Qty: 5)

Item	Tag(s)	Qty	Description	Model Number
A1	5 Ton,	3	1.5 - 5 Ton Unitary Split Systems (SSC)	000**000004TWA4060A3*TEM4A0C60S51S*****000**0000*0*** 0000000000000000000000*0**0
A2	4 Ton	1	1.5 - 5 Ton Unitary Split Systems (SSC)	000**000004TWA4048A3*TEM4A0C48S41S*****000**0000*0*** 0000000000000000000000*0**0
A3	3 Ton	1	1.5 - 5 Ton Unitary Split Systems (SSC)	000**000004TWA4036A3*TEM4A0C37S31S*****000**0000*0*** 0000000000000000000000*0**0

Product Data - Split System Air Conditioning Units (Small)

All Units

- 4TWA4 Heat Pump Outdoor Unit
- 200 - 230 Volt 3 Phase 60 Hertz
- Low cost
- Multi-poise 4-way
- Better, Retail replacement Mid EFF
- Footprint - C
- Std Efficiency
- 208-230/1/60
- Standard Coil
- Brazed
- Touchscreen Programmable 4H/2C (Field Installed)
- Single point entry kit (Field Installed)

Item: A1 Qty: 3 Tag(s): 5 Ton, SSC-1-1, SSC-1-2
 5 Ton - Nominal Cooling Capacity
 5 Ton air handler
 5.0 ton airflow
 14.40/19.20 kW Htrw/Ckt Brk 208/240/1 (Field Installed)
 Compressor labor 1st year

Item: A2 Qty: 1 Tag(s): 4 Ton
 4 Ton - Nominal Cooling Capacity
 4 Ton air handler
 3.5 ton to 4.0 ton airflow
 10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
 1st Year labor warranty

Item: A3 Qty: 1 Tag(s): 3 Ton
 3 Ton - Nominal Cooling Capacity
 3 Ton air handler
 3.0 ton to 3.5 ton airflow
 10.80/14.40 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
 1st Year labor warranty

Total Net Price (Excluding Sales Tax) **\$ 26,106.00**

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
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Sincerely,

Zach Dyas, Account Manager
Trane U.S. Inc.
 1030 London Drive, Suite 100
 Birmingham, AL 35211
 E-mail: zachary.dyas@trane.com
 Office Phone: (205) 747-4000
 Cell: (205) 552-9270
 Fax: (205) 747-4005

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (U.S.), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<p><u>Cullman County Commission</u> Company Name</p>	<p>Trane U.S. Inc.</p>
<p><u>[Signature]</u> Authorized Representative</p>	<p>_____ Authorized Representative</p>
<p><u>Jeff "Clem" Clemons</u> Printed Name</p>	<p><u>Zach Dyas</u> Printed Name</p>
<p><u>Chairman</u> Title</p>	<p>_____ Account Manager Title</p>
<p>Purchase Order _____</p>	
<p>Acceptance Date <u>8/16/22</u></p>	<p>Signature Date _____</p>

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS)**

(COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms

and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to

provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)



Connect Budgetary Quote

Mike Simmons

Please review your custom Pricing Proposal below. For questions, please inquire with your sales contact.

Company Information

Company Name: Cullman County
Address:
City, State, Zip Code:
Attn: Shane Bailey

Today's Date: August 9, 2022
Pricing Valid Thru: June 23, 2022

Proposal Option - Purchase - SourceWell

Contract Term:

12 Months

Additional Comments: Reveal Platform

Budgetary Quote Only. Pricing based upon SouceWell Contract Number 020221-NWF. ***Installation is optional, not included in pricing of reveal subscription. Pricing reflects \$3 bundle discount good thru 5/22/22***

Hardware Item Description	Quantity	Unit Price	Total
Reveal Vehicle Unit	15	\$ -	\$ -
Reveal Vehicle Unit	0	\$ -	\$ -

Service Item Description	Quantity	Unit Price	Total
Reveal Monthly Service Fees	15	\$ 17.45	\$ 261.75
Asset Guard Battery Option Monthly service	0	\$ 8.95	\$ -
Asset Guard hardwired option Monthly service	0	\$ 12.95	\$ -

Additional Item Description	Quantity	Unit Price	Total
Install/ Equipment	0	\$ 80.00	\$ -
Cameras, Forward Facing	0	\$ 23.45	\$ -
Cameras, driver Facing	0	\$ 5.00	\$ -
Driver ID Key Fobs	0	\$ 0.00	\$ -
PTO Sensor	0	\$ 0.00	\$ -
Roadside assistance	0	\$ 1.50	\$ -
128gb memory card upgrade (32gb standard)	0	\$ 2.00	\$ -

Total One Time Purchase of Installations	\$ -
Total Monthly Recurring Costs (Service Items)	\$ 261.75
Total Annual Service Costs	\$ 3,141.00



Prepared For: Cullman County, AL
Bailey, Shane

Date 08/01/2022
AE/AM JA1/JD8

Unit #

Year 2022 Make RAM Model 1500 Classic
Series Tradesman 4x4 Crew Cab 5.6 ft. box 140 in. WB

Vehicle Order Type Ordered Term 24 State AL Customer# 614574

\$ 43,221.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>AL</u>
\$ 41.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 475.00	Other:Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Bright White Clearcoat
Interior Color (0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40
Lic. Plate Type Government
GVWR 0

\$ 43,696.00	Total Capitalized Amount (Delivered Price)
\$ 917.62	Depreciation Reserve @ <u>2.1000%</u>
\$ 242.48	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 1,160.10 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0450</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Lease/Rental Tax <u>3.0000%</u> State <u>AL</u>
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\$ 1,160.10 Total Monthly Rental Including Additional Services

\$ 21,673.12	Reduced Book Value at <u>24</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Cullman County, AL

BY

TITLE Chairman

DATE 8/1/22

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

VEHICLE INFORMATION:

2022 RAM 1500 Classic Tradesman 4x4 Crew Cab 5.6 ft. box 140 in. WB - US

Series ID: DS6L98

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$40,639	\$42,510.00
Total Options	\$727.00	\$790.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$43,161.00	\$45,095.00

SELECTED COLOR:

Exterior: PW7-(0 P) Bright White Clearcoat

Interior: X8-(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat or Cloth 40/20/40 Bench Seat or Cloth 40/20/40 Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat or Premium Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
29B	Quick Order Package 29B Tradesman	NC	NC
AHC	Trailer Tow Group	\$516.00	\$560.00
APA	Monotone Paint	STD	STD
ASN	Tradesman Package	Included	Included
C1G	Rotary Shifter-Black	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DMC	3.21 Rear Axle Ratio	STD	STD
ERB	Engine: 3.6L V6 24V VVT	STD	STD
GPG_	Power Black Trailer Tow Mirrors	Included	Included
GXM	Remote Keyless Entry w/All-Secure	\$175.00	\$190.00
LE4	Black Exterior Mirrors	Included	Included
LEB	Exterior Mirrors w/Supplemental Signals	Included	Included
LEC	Exterior Mirrors Courtesy Lamps	Included	Included
LEG	Trailer Tow Mirrors	Included	Included
LM1	Low Beam Daytime Running Headlamps	\$36.00	\$40.00
NAS	50 State Emissions	NC	NC
NHJ	Exterior Mirrors w/Heating Element	Included	Included
PW7_02	(0 P) Bright White Clearcoat	NC	NC
TTM	Tires: P265/70R17 BSW AS	STD	STD
TX	Heavy Duty Vinyl 40/20/40 Split Bench Seat	STD	STD
UAA	Radio: Uconnect 3 w/5" Display	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WFP	Wheels: 17" x 7" Steel	STD	STD
WMJ	Center Hub	Included	Included
X8_01	(0 I) Diesel Gray/Black w/Heavy Duty Vinyl 40/20/40 Split Bench Seat or Cloth 40/20/40 Bench Seat or Cloth 40/20/40 Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat (Fleet) or Cloth 40/20/40 Premium Bench Seat or Premium Cloth Bucket Seats	NC	NC
XFH	Class IV Receiver Hitch	Included	Included
XHC	Trailer Brake Control	Included	Included
XXU	Electronic Shift	STD	STD
Z6D	GVWR: 6,800 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Rear Underseat Storage Tray: rear underseat storage tray
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speakers: 6 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass

Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Water Temp Warning: water-temp. warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-up cushion
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Deluxe Sound Insulation: deluxe sound insulation

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome/metal-look interior accents

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 305-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



733 Woodall Rd
 Decatur, AL 35601
 (256) 562-8373 / (256) 916-8766
 grant@deepsouthconstructionpros.com

Estimate

ESTIMATE#	80830268
DATE	06/27/2022
PO#	

CUSTOMER
Cullman County Water Department 2020 Beech Avenue Southeast Cullman AL 35055 (256) 347-4006

SERVICE LOCATION
Cullman County Water Department 2020 Beech Avenue Southeast Cullman AL 35055 (256) 347-4006

DESCRIPTION
Helical; meeting Grant and Jim

Porch A			
Description	Qty	Rate	Total
Manual Item (A) Install Porch Piers for Stabilization	6.00		

CUSTOMER MESSAGE

Estimate Total: \$9,600.00

Porch B			
Description	Qty	Rate	Total
Manual Item Install Porch Piers, Cut Concrete and Install Slab Piers for Stabilization	16.00		

CUSTOMER MESSAGE

Estimate Total: \$18,400.00

Front Entry and Ramps			
Description	Qty	Rate	Total
Manual Item (A) Cut Concrete and Install Slab Piers for Stabilization	17.00		

CUSTOMER MESSAGE**Estimate Total:****\$19,550.00****PRE-WORK SIGNATURE**

Signed By:

JOB CONTRACT

PLEASE READ THIS CONTRACT IN FULL, AS IT IS THE GOVERNING AGREEMENT BETWEEN ALABAMA DIRT WORKS, LLC DBA DEEP SOUTH CONSTRUCTION PROS AND THE SIGNER (WHOMEVER THE ESTIMATE NAMES AS THE SIGNING PARTY REPRESENTING THE HOMEOWNER). THIS PROJECT AGREEMENT AND STATEMENT OF WORK (this "Agreement") is entered into by, and between, the undersigned ALABAMA DIRT WORKS, LLC and the customer as of the effective date stated on the approved Estimate. This Agreement is made in pursuance of the Project described in agreed and signed upon contract. ALABAMA DIRT WORKS, LLC to deliver the work stated in the agreed upon estimate at the agreed upon price and the customer will pay ALABAMA DIRT WORKS, LLC for the work, in accordance with the terms and conditions of this Agreement and the Terms of Service. This document and all documents incorporated by reference in this Contract constitute the parties entire Contract. No other Contracts regarding the work to be performed under this Contract exist between the parties signed below. This Contract shall be construed in accordance with, and governed by, the laws in the State of Alabama or Tennessee (whichever is applicable).

TERMS AND CONDITIONS.**1. ACCESS TO WORK.**

- Owner shall grant free access to work area(s) for workers, crew members, subcontractors, vehicles and machinery while on site. Owner agrees to keep driveways and other areas that may be worked on, clear and available during crew working hours. Owner acknowledges that machinery and vehicles may move, park and operate at the residence while crew is on site. Owner shall be responsible for ensuring that entrances to the job site are secured, thus preventing access to persons other than Owner, Contractor, Authorized workers, or material suppliers from gaining access to the site.
- Contractor will do necessary means in order to attempt to protect the Owners personal property, however, Contractor shall not be held responsible for damage or loss to any items of personal property, such as criminal break in of the home during the time of work on the home. Owner is responsible for ensuring locks and protection of personal property are in place especially when Contractors crews leave the site, as entry was granted by the homeowner or Agent, and Contractor will ensure crews do their best when leaving a site including locking areas that needed to be unlocked upon entry, but Contractor is not liable should a crew member leave the area unsecured (although unlikely to occur).

2. CHANGE ORDERS, AMENDMENTS, AND MODIFICATIONS.

- Any amendment or modification that may alter this Contract shall be deemed part of the original Contract, only after obtaining signatures from the SIGNER and CONTRACTOR, and shall be controlling in case of conflict with any other changes in this Contract.
- If any conditions, known or unknown, at the job site differ from those originally indicated in this contract, CONTRACTOR shall advise the SIGNER of the conditions and the parties shall adjust the contract price to provide for any increase resulting from said conditions.
- In the event additional work and/or inspections are added to the original contract, at any point, the SIGNER agrees to sign an updated Contract, as well as remit any increase contract amount in addition to the original agreed upon Contract price. SIGNER will be notified immediately as changes may arise.

3. TUCK AND POINT.

- While Brick Mason shall make every effort to match existing brick and mortar textures, patterns and colors, exact duplication of those currently in place, are NOT guaranteed. The SIGNER agrees that in the event of non-satisfaction with brick tuck pointing shall not be deemed acceptable means of withholding monies due in this Contract price.

4. PROPERTY CONDITIONS AND LIABILITY.

- The Contractor shall not be held liable and/or responsible for ANY of the following including but not limited to (before, during, or after completion of work); Cracks in brick, cracks in sheetrock, cracks in molding, separation of molding, cracks in windows, cracks in ceilings, separation of door facings, floors not completely level as contractor will attempt and to the best of the contractors ability to level the floors, saving bushes, trees, shrubs, flowers, gardens, grass, soil, or any such decorations, sidewalk cracks, driveway or other slab cracks, driveway or other slab sinking due to machinery or other acts, windows and doors may need to be realigned after a structural lift, smells/odors from materials or natural Earth smells/odors, unknown source of smells/odors, etc.
- Due to the nature of construction and the use of heavy equipment, some damage may occur to the existing driveways, walks, landscaping, and irrigation systems. The Contractor will work to minimize damage, but no guarantee can be made. The SIGNER is responsible for any repaving, replanting and repair work. The contractor will at the SIGNERS direction and agreement between the parties, make repairs at the rate of cost-plus Contractors fees.
- Contractor shall not be responsible for settling of any backfill after grading.
- Contractor does not warrant against dampness or water caused by natural conditions of soil drainage, hydrostatic pressure, condensation, climatic conditions, or leaks.
- Please be aware that the Contractor will to the best of their ability, prevent the destruction or damage of any lines and to the property. However, due to the nature of work being performed, additional damage may occur, at no fault to the Contractor.
- If the project is destroyed or damaged by accident, disaster or calamity, such as fire, rodents, storm, landslide, earthquake, vandalism, any work done by Contractor or subcontractors in rebuilding or restoring the Project shall be paid for as extra work by the Owner
- The SIGNER agrees that the Contractor is not obligated to perform any work to correct damage caused by termites or dry rot, post remediation of area(s) of work (if applicable- this typically applies to work done in the crawlspace) in an agreed upon Contract and Contract price. If damage occurs (post installation) to any new or remediated joist, beams, or the like, (installed by ALABAMA DIRT WORKS, LLC), SIGNER agrees that Contractor is not liable.
- All existing electrical wiring systems in the home are assumed to be, and Owner represents them to be, adequate to carry additional loads, if any, imposed by the existing work. Any work necessary to update or correct existing electrical wiring systems currently installed shall be considered extra work.
- Contract price does not include rerouting, relocation, or replacement of vents, pipes, ducts, conduits, or any of the like, that may be encountered in areas of excavation unless specifically authorized by this Contract.

5. REMOVAL OF MATERIAL AND DEBRIS.

- The Contractor shall dispose of only materials that were removed from the job site during the alteration and/or repair upon completion of work. Only items specifically designated by the SIGNER in writing prior to completion of construction and agreed upon by the Contractor. All other items included, but not limited to materials, debris, trash, rocks, trees, household items, and any of the like, are not to be disposed of by the Contractor unless previously agreed to between said parties on signed contract. Removal of additional items may be subject to additional charges.
- All salvage materials become the property of the Contractor unless claimed in writing by the SIGNER prior to the start of the job.

6. COMPENSATION.

- 30% Down Payment will be made by the SIGNER to ALABAMA DIRT WORKS, LLC through acceptable forms: cash, check, credit card and, if applicable, the Escrow, promptly upon scheduling of work to be completed.
- Remainder of total job cost is due at job completion and is to be paid to the foreman on site before his departure, unless other terms have been agreed upon by the Contractor. Final payment shall not be withheld for any reason.
- SIGNER is responsible to pay for all services rendered at time of completion of work performed by ALABAMA DIRT WORKS, LLC. SIGNER can withhold payment for subcontracted work until completion by subcontractor.
- SIGNER has represented to the Contractor or its employees that they have obtained adequate financing for the performance of the Project, and the validity of this contract is not dependent on the SIGNER obtaining financing, or on any other condition.
- Contractor shall have the right to stop work and allow job site to remain idle if payments are not made on time within the agreed upon time frame. If the work is stopped, for any reason, for a period of 5 days or more, then the Contractor may, on a 5 days' notice, demand and receive payment from the SIGNER for all work executed and materials ordered and supplied, and ANY other loss sustained in addition to original Contract price. If work is stopped for any reason, the Contractor is thereafter relieved from any further liability. If work is stopped and materials are on site, the SIGNER shall provide protection for all material on the premises and shall be responsible for any damage, warpage, racking, or loss of that material.

- Owner may upon (14) days written notice terminate Contractor's contract under this agreement in which event all costs are due to Contractor must be paid by Owner to Contractor on or prior to the effective date of termination. Owner shall pay all construction/ home repair costs, that are due and payable as of termination, and Owner shall pay within (10) days of receipt of an invoice any other construction/home repair costs that were incurred prior to termination but were not billed as of the termination. Failure to notify contractor of contract/job cancellation within 10 days before the start date of the job, will result in a 15% (of total job) restocking fee. Failure to notify Contractor of contract/job cancellation within 10 days, will result in a 30% (of the total job) restocking fee.

7. OWNERS RESPONSIBILITIES.

- Should you desire to keep any greenery, shrubs, trees, please have these removed prior to the scheduled job start date at customers' own expense. We cannot prevent, warrant, or guarantee against tree damage or tree loss. Changes in water table, bark and root damage, increased sun exposure, and changes in grade all affect tree/shrub/plant life and are inevitable consequences of construction/remodel/repair.
- The owner will provide at no charge to the Contractor, potable water and electricity.
- It is the owner's responsibility to move furniture, floor coverings, and protect personal belongings left in the construction area.
- Make final payment to foreman on site before crew members leave, unless other terms have been agreed upon by the Contractor. Final payment shall not be withheld for any reason.
- Prepping the area for work. This includes ensuring that sprinkler lines are clearly marked, propane lines and any other lines that may be damaged during excavation must be marked. (Customer assumes responsibility for damages due to hidden or unmarked utility, fuel, private, sprinkler, gas, and any other lines that may be buried or above ground).
- Ensure water drainage is properly dispersed away from the home and any repaired walls to include but not limited to: gutter maintenance, downspout water is directed a sufficient distance from structure and/or repaired wall, water seepage into the structure (Contractor recommends that basements and crawlspaces should be waterproofed to reduce the chance of water seepage into the structural areas of the home)
- Owner is responsible for maintaining electrical plugs/outlets in which sump pumps and are dehumidifiers are maintaining a source of electricity from. Failure to check blown breakers or bad plugs can result in flooding when the sump pump does not have electricity. The Contractor DOES NOT take any responsibility and WILL charge a service fee (up to \$300) to inspect electrical plugs/outlets for sump pumps and or dehumidifiers that are not working due to no electricity.
- Owner will pay for all required building permits, assessments, and charges that may be unforeseen.

8. INSURANCE AND WORKERS COMPENSATION.

- Contractor carries workers compensation insurance to protect the Contractor's employees during the progression of the work. Owner shall obtain and pay for any insurance against injury to Owners own employees, persons under Owner's direction, persons on the job site that are not associated directly with or instructed to be on site by the Contractor.
- The job site is a risky and hazardous area during construction/repairs. We are not liable for any injuries to you, your family, or your friends that may be sustained on the job site. As a result, we strongly urge you to stay out of the construction area. Please rely on the expertise of our field supervisor/foremen to ensure proper completion of your home construction/repairs. Should you choose to ignore this advisory, you do so at your own risk.

9. DURATION OF SERVICES.

- Contractor shall start and diligently work through to completion, but shall not be responsible for delays caused by any of the following, including but not limited to: Failure of issuance of any/all necessary building permits (by city, county or state) within a reasonable length of time; inspections (by city, county, or state) that could halt pursuance of completion; funding of loans or insurance; disbursement of funds into funding control or escrow; inclement weather or any weather that may halt or slow the progression of work; acts of God; acts of neglect or omission by Owner or Owners employees or agents or other persons that may become involved with the Owner, including family; extra work ordered by Owner and agreed upon by Contractor; inability to secure material through recognized channel; Owner's failure to make payments when due; delays caused by inspection or changes ordered by inspectors/engineers of authorized governmental bodies or delays caused by Owner employed inspectors/engineers; acts of subcontractors; holidays; crew delay from previous scheduled job expected to be completed before the start of job; unexpected crew member sick days or family occurrences; or any other circumstances beyond the Contractor's control.

10. SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES.

- ALABAMA DIRT WORKS, LLC hereby represents and warrants: (a) the work provided will be an original work of ALABAMA DIRT WORKS, LLC and any third parties will have executed assignment of rights prior to being allowed to participate in the development of the project; b) ALABAMA DIRT WORKS, LLC will comply with all laws and regulations applicable to ALABAMA DIRT WORKS, LLC obligations under this Agreement.

11. WARRANTY EXCLUSIONS.

- The following situations (to include but are not limited to) release the Contractor from any liability and releases warranty. 1.) Any systems installed but not maintenance by ALABAMA DIRT WORKS, LLC 2.) Exterior waterproofing. 3.) Improper drainage systems that do not divert water from repaired areas. 4.) Dust from installations. 5.) Damage to property including the items mentioned in this Contract, as well as water drainage on finished walls after waterproofing but lack of water disbursement, stored items, personal property, furniture, floor coverings, and any other damage to property. 6.) Breakage of any lines as mentioned in the previous statements. 7.) Any damages caused by mold or other bacterial growths including but not limited to: property damage; loss of income; personal injury; emotional distress; adverse health effects; death; loss of value; or any other effects. 8.) Property damage from electrical failure i.e., breaker blown to sump pump plug that causes flooding.

12. NOTICE AND LITIGATION.

- Any notice by Contractor is permitted to be given by mail or electronic mail to the address stated within this Contract. Failure to notify Contractor of change of address shall be considered a breach of this Contract and allows for Contractor to obtain legal remedies. Should legal remedy be needed, Owner is liable for any and all costs that the Contractor may assume including Retainer fees set by legal counsel; Court fees; Filing fees; Ruling fees; Gas reimbursement for those who must travel to and from legal advisor or hearings or the like; fees for retaining personal attorney for self (Owner) and all other fees that may be applicable.
- Should any dispute, controversy, or lawsuit develop between the Contractor and Owner that is not resolved between the parties, shall be decided by mandatory arbitration administered by the American Arbitration Association by and in accordance with the Arbitration rules of the American Arbitration Association unless the parties agree otherwise in writing. This paragraph shall be specifically enforceable under the prevailing arbitration law. Any award rendered by the arbitrators shall be final, and judgement may be entered on it in any court of competent jurisdiction.
- If either party becomes involved in litigation or arbitration arising out of this contract or the performance thereof, the court in such litigation, or separate suit, shall award reasonable costs and expense, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith.

13. ENTIRE AGREEMENT.

- This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed customer & ALABAMA DIRT WORKS, LLC. The terms of this Agreement will govern all Projects and services undertaken by ALABAMA DIRT WORKS, LLC and the customer. In the event of any conflict between this Agreement and the express written terms of an agreement applicable to an engagement, the express written terms of such agreement will govern, but only to the extent and with respect to the services set forth therein. In the event that the customer or contractor wish to amend any of the terms or conditions contained in the estimate/agreement then such amendment shall be agreed upon in writing, signed by all parties, and explicitly state that the amended document supersedes all prior estimate/agreements. Any other agreement made not in this form shall be held invalid and the prior agreement will control.
- All information and signatures that are obtained by fax, email, and/or DocuSign are considered legal, acceptable, and binding.
 - The captions of this Contract shall have no effect on its interpretation.

FINAL. If you agree that the foregoing fairly sets out your understanding of our mutual responsibilities, please sign a copy of this letter in the space indicated below. (You agree that you are the homeowner/representing party for the homeowner).

CUSTOMER SIGNATURE: {Signature[role=Customer]}

COMPANY REPRESENTATIVE SIGNATURE: {Signature[role=TechAssigned]}



FY 2023 County Transportation Plan Cullman County

Date Approved by the Cullman County Commission: August 16, 2022



Date Amended by the Cullman County Commission:

Map Index	Project No.	Road Name/Number	Begin		End		Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work	Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount				
			Lat.	Long.	Lat.	Long.														
Estimated Beginning Balance															\$0.00	\$0.00				
Estimated Annual Revenue															\$1,229,858.30	\$400,000.00				
1	CCP 22-34-23	CR 1807	34.2424	-88.5236	34.2892	-88.5546	X		4.72	Bituminous Wearing Leveling with Scrub Seal and Traffic Stripe	\$814,929.15		\$814,929.15	CRAF	\$814,929.15					
2	CCP 22-35-23	813	34.0937	-88.9477	34.1945	-88.9571	X		7.80	Microsurfacing, Scrub Seal, Leveling, and Traffic Stripe	\$814,929.15		\$414,929.15	CRAF/FAEF	\$414,929.15	\$400,000.00				
Totals/Page Totals																				
Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)									12.52	Total CTP Estimated Costs	\$1,629,858.30	\$0.00	\$1,229,858.30	Total CRAF/FAEF Remaining Estimated	\$0.00	\$0.00				

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks

Cullman County Commission

Cullman, Alabama

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

Date: 8-9-2022

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 _____ Scrap X Sealed Bid _____

To be transferred and/or donated to: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: QNT 00507 Tag # _____

Description: C250 IF Canon Image Runner Advansee

Reason for disposal: Does NOT work and Parts are NOT available.

Department: Cullman Probate office.

Department Head Signature: Kathy Swann, Chief Clerk

Transferred to: _____

Department Head Signature: _____

For Office Use:

Verified: ML

Date: 8/10/22

(Probate Purchased with their Copy Fund)

Cullman County Commission

Cullman, Alabama

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

Date: 8-9-2022

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 _____ Scrap X Sealed Bid _____

To be transferred and/or donated to: _____

Asset #: 2860

Property Decal #: 0000001769

Serial # or VIN: HPR13729

Tag # _____

Description: CANON Image Runner 4035

Reason for disposal: Does NOT work and parts CANNOT be purchased.

Department: Cullman Probate Office

Department Head Signature: Kathy Swann, Chief Clerk

Transferred to: _____

Department Head Signature: _____

For Office Use:

Verified: MI

Date: 8/10/22

Cullman County Commission
Cullman, Alabama

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

Date: 8/10/2022

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: ALDOT is transferring to other 5311 Agency

Asset #: 2828

Property Decal #: 1753

Serial # or VIN: 1FDFE4FSXDDA75651

Tag # 53802CO

Description: 2013 Starcraft (Ford E450 Bus)

Reason for disposal: ALDOT is transferring to another 5311 Agency

Department: CARTS

Department Head Signature: 

Transferred to: _____

Department Head Signature: _____

For Office Use:

Verified: ML

Date: 8/10/22

Cullman County Commission
Cullman, Alabama

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

Date: 8/10/2022

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: ALDOT is transferring to another 5311 Agency

Asset #: 2830

Property Decal #: 1755

Serial # or VIN: 1FD4E4FS9DDA75625

Tag #: 53846CO

Description: 2013 Starcraft (Ford E450-Bus)

Reason for disposal: ALDOT is transferring to another 5311 Agency

Department: CARTS

Department Head Signature: 

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: myl Date: 8/10/22

Cullman County Commission
Cullman, Alabama

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

Date: 8/10/2022

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: ALDOT is transferring to another 5311 Agency

Asset #: 2831

Property Decal #: 1756

Serial # or VIN: 1FD4E4FS9DDA75642

Tag # 53845CO

Description: 2013 Starcraft (Ford E450-Bus)

Reason for disposal: ALDOT is transferring to another 5311 Agency

Department: CARTS

Department Head Signature: *John E. ...*

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: mc Date: 8/10/22

Cullman County Commission
Cullman, Alabama

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

Date: 8/10/2022

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: ALDOT is transferring to another 5311 Agency

Asset #: 2841

Property Decal #: 1760

Serial # or VIN: 1FDFE4FS6DDA85710

Tag # 53915CO

Description: 2013 Starcraft (Ford E450 - Bus)

Reason for disposal: ALDOT is transferring to another 5311 Agency

Department: CARTS

Department Head Signature: 

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: mc Date: 8/10/22

Cullman County Commission
Cullman, Alabama

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

Date: 8/10/2022

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: ALDOT is transferring to another 5311 Agency

Asset #: 2838

Property Decal #: 1757

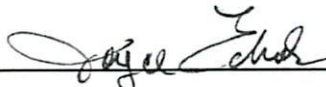
Serial # or VIN: 1FDFE4FS9DDA85703

Tag # 53916CO

Description: 2013 Starcraft

Reason for disposal: ALDOT is transferring to another 5311 Agency

Department: CARTS

Department Head Signature: 

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 8/10/22

Cullman County Commission
Cullman, Alabama

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

Date: 8/10/2022

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: ALDOT is transferring to another 5311 Agency

Asset #: 2890

Property Decal #: 1775

Serial # or VIN: 1FD4E4FS7DDA93332

Tag #: 54256CO

Description: 2013 Starcraft (Ford E450 - Bus)

Reason for disposal: ALDOT is transferring to another 5311 Agency

Department: CARTS

Department Head Signature: 

Transferred to: _____

Department Head Signature: _____

For Office Use:

Verified: ML

Date: 8/10/22

Cullman County Commission
Cullman, Alabama

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

Date: 8/10/2022

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: ALDOT is transferring to another 5311 Agency

Asset #: 2891

Property Decal #: 1776

Serial # or VIN: 1FDFE4FS8DDA93274

Tag # 54255CO

Description: 2013 Starcraft (Ford E450 - Bus)

Reason for disposal: ALDOT is transferring to another 5311 Agency

Department: CARTS

Department Head Signature: 

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: ML Date: 8/10/22

**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

August 1, 2022

Proposed considerations for upcoming Commission meeting on Aug 16th, 2022.

- Proposed plat JMBL INC subdivision. A minor subdivision containing 2 Lots located at Warehouse Discount Grocery Property 5788 Hwy 157.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, August 9, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a Rail Track construction project for the Sportsman Lake Park located at 1536 Sportsman Lake Road, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

Any questions regarding this bid should be directed to Doug Davenport, Park Director, at (256) 590-2667.

BID PRICE: \$ 58,142.72

SDAC Rail Services
Company

910 Landline Road
Mailing Address

Selma, AL 36701

205 237-7698
Phone/Fax

AARON WASSER
Representative

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, August 9, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a Rail Track construction project for the Sportsman Lake Park located at 1536 Sportsman Lake Road, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

Any questions regarding this bid should be directed to Doug Davenport, Park Director, at (256) 590-2667.

BID PRICE: \$ 149,500.00

STX Corporation

Company

111 Petrol Point Suite 204,
Peachtree City, GA 30269

Mailing Address

770-487-6100

770-487-1022

Phone/Fax

Daniel Stout, V.P.

Representative



AIA[®] Document A312™ – 2010

Performance Bond

BOND NUMBER: EACX4023892

CONTRACTOR:

(Name, legal status and address)

SDAC Rail Services
910 Landline Road
Selma, AL 36701

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Cullman County Commission
500 2nd Ave S.W.
Cullman, AL 35055

CONSTRUCTION CONTRACT

Date: August 29, 2022

Amount: \$58,142.72 (Fifty Eight Thousand One Hundred Forty Two & 72/100 Dollars)

(Row deleted)

Description:

(Name and location)

Rail Track Construction project for the Sportsman Lake Park
1536 Sportsman Lake Road, Cullman, AL 35055

BOND

Date: September 6, 2022

(Not earlier than Construction Contract Date)

Amount: \$58,142.72 (Fifty Eight Thousand One Hundred Forty Two & 72/100 Dollars)

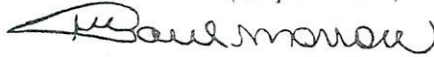
(Row deleted)

Modifications to this Bond: None See Section 16

Init.

CONTRACTOR AS PRINCIPAL

Company: SDAC Rail Services
(Corporate Seal)



Signature: _____
Name and Title: Paul Morrow
President

SURETY

Company: Endurance Assurance Corporation
(Corporate Seal)

Signature: _____
Name and Title: Thomas G. Moorer
Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Lakeview Risk Partners, LLC
2927 2nd Avenue South
Birmingham, AL 35233
(205) 879-1945

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

(Row deleted)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____ **N/A**
Name and Title:
Address:

Signature: _____ **N/A**
Name and Title:
Address:

Init.



AIA[®] Document A312™ – 2010

Payment Bond

BOND NUMBER: EACX4023892

CONTRACTOR:

(Name, legal status and address)

SDAC Rail Services
910 Landline Road
Selma, AL 36701

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

OWNER:

(Name, legal status and address)

Cullman County Commission
500 2nd Ave S.W.
Cullman, AL 35055

CONSTRUCTION CONTRACT

Date: August 29, 2022

Amount: \$58,142.72 (Fifty Eight Thousand One Hundred Forty Two & 72/100 Dollars)

(Row deleted)

Description:

(Name and location)

Rail Track Construction project for the Sportsman Lake Park
1536 Sportsman Lake Road, Cullman, AL 35055

BOND

Date: September 6, 2022

(Not earlier than Construction Contract Date)

Amount: \$58,142.72 (Fifty Eight Thousand One Hundred Forty Two & 72/100 Dollars)

(Row deleted)

Modifications to this Bond:

None

See Section 18

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

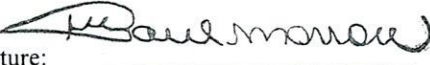
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

CONTRACTOR AS PRINCIPAL

Company: SDAC Rail Services
(Corporate Seal)

Signature: 

Name and Title: Paul Morrow
President

SURETY

Company: Endurance Assurance Corporation
(Corporate Seal)

Signature: 

Name and Title: Thomas G. Moorer
Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Lakeview Risk Partners, LLC
2927 2nd Avenue South
Birmingham, AL 35233
(205) 879-1945

(Row deleted)

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____ **N/A**

Signature: _____ **N/A**

Name and Title:

Name and Title:

Address:

Address:



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Chris Muscolino, Mary Isbell, Thomas G. Moorer, David H. Greene** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of September, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, August 15, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for **Pest Control Service** at various county locations. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

Any questions regarding this bid should be directed to John Bullard, County Administrator, at (256) 775-4925.

If mutually agreeable between both parties, Cullman County may extend the period in one-year increments up to 3 years.

Bid A: Total Pest Control Service Yearly \$ 16,224.⁰⁰

Bid B: Total Pest Control Service Monthly \$ 1,352.⁰⁰

SUBMITTED BY:

American Pest Control
Name of Bidding Company

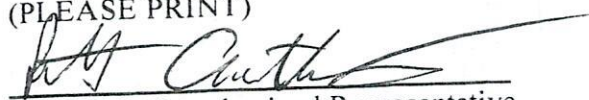
1441 Montgomery Hwy
Business Address

Vestavia Hills AL- 35216
City, State, Zip

205-251-8813
Telephone, Area Code & Number

205-397-7774
Fax Number

Rick Anthony
Name of Authorized Representative
(PLEASE PRINT)


Signature of Authorized Representative

Contractor must provide monthly pest control service to all specified locations.

Contractor's service representative must check in with an employee before servicing a location or office to insure that the service rep has been informed of any problem areas. An employee must sign off on the service ticket every month after work has been performed.

This bid will be evaluated quarterly to insure that the pest control service being performed is meeting all bid specifications and standards. The bid may be rescinded if service evaluation is not satisfactory or bid specifications are not being met.

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

**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

**W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID.
FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL**

BID SPECIFICATIONS
FOR PEST CONTROL SERVICE

<u>LOCATION</u>	<u>SERVICE ADDRESS</u>	<u>MONTHLY COST</u>
Cullman County Courthouse	500 2nd Ave SW, Cullman	\$ <u>113.</u>
*Cullman County Office Building and Basement	402 Arnold Street, Cullman	\$ <u>57.</u>
Cullman County Economic Development and Sales Tax	325 2nd St SE, Cullman	\$ <u>29.</u>
*Cullman County Animal Shelter	935 Convent Road, Cullman	\$ <u>35.</u>
Sheriff's Dept/ Jail/ Juvenile Facility/ Sheriff's Training Building/ Storage Building	1900 Beech Ave, Cullman	\$ <u>130.</u>
Bates Property	21513rd Ave SE, Cullman	\$ <u>23.</u>
*Sheriff's Dept Baileyton Annex	12080 Hwy 69 North, Baileyton	\$ <u>23.</u>
West Side Sheriff's Dept Annex	557 Good Hope School Road	\$ <u>29.</u>
Crane Hill Sheriff Annex and Senior Center	15140 Co Rd 222, Crane Hill	\$ <u>23.</u>
Commission on Aging	1539 Sportsman Lake Rd, Cullman	\$ <u>29.</u>
Crane Hill County Building	15095 Co Rd 222, Crane Hill	\$ <u>—</u>
Colony Senior Center	12980 Alabama Hwy 91, Hanceville	\$ <u>23.</u>
New Canaan Community Center	2506 Hwy 231, Arab	\$ <u>29.</u>
CARTS Buildings	1950 Beech Ave, Cullman	\$ <u>45.</u>
Cullman County Annex/ Court Referral, Safety Dept	20512nd Ave SW, Cullman	\$ <u>29.</u>
*Eastside Road Department/ Engineering/ & Old Garage Building	2883 Alabama Hwy 69 N, Cullman	\$ <u>45.</u>
Westside Road Department	3190 Co Rd 438, Cullman	\$ <u>23.</u>
Cullman County Garage	6451 Co Rd 490, Hanceville	\$ <u>29.</u>
Cullman County Sanitation Dept	2810 Alabama Hwy 69 S, Hanceville	\$ <u>29.</u>
Volunteer Fire Dept Training Center	17793 US Hwy 31, Cullman	\$ <u>73.</u>
Old Rescue Squad Building	Sportsman Lake Road	\$ <u>25.</u>

**BID SPECIFICATIONS
FOR PEST CONTROL SERVICE**

LOCATION

SERVICE ADDRESS

MONTHLY COST

Cullman County Park & Rec Locations:

Clarkson Bridge Park:

1240 Co Rd 1043, Cullman

\$ 29.

1. House (2 Story)
2. Gift Shop/ Restrooms (1 Building)

Sportsman Lake Park:

1536 Sportsman Lake Rd, Cullman

\$ 57.

1. Activity Center
2. Concession Stand
3. 2 Restrooms
4. 1 Bathhouse
5. Cabin

Smith Lake Park:

416 Co Rd 385, Cullman

\$ 113.

1. 1 Rental Unit
2. Store/ Office
3. 2 Block Restrooms
4. Pool Concession Building/ 2 Bathrooms
5. 2 Bathhouses
6. 10 Cabins
7. Maintenance Building

Stony Lonesome OHV Park:

8323 AL Hwy 69 S, Cullman

\$ 260.

1. Maintenance
2. Environmental Building
3. 20 Rental Units
4. 17 Trailers
5. 2 Bathhouses
6. 2 Bathrooms

Cullman County Agriculture Center:

17645 US Hwy 31, Cullman

\$ 52.

1. Main Building

***Service Representative is to contact Park Managers to schedule service time to insure that rental units are unoccupied.

*-These locations have a history of Brown Recluse Spiders.

The Cullman County Commission reserves the right to discontinue service on any facility without penalty.

The Cullman County Commission reserves the option to pay monthly or yearly with the right to any available discounts.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, August 15, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for **Pest Control Service** at various county locations. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

Any questions regarding this bid should be directed to John Bullard, County Administrator, at (256) 775-4925.

If mutually agreeable between both parties, Cullman County may extend the period in one-year increments up to 3 years.

Bid A: Total Pest Control Service Yearly \$ 22,056.⁰⁰

Bid B: Total Pest Control Service Monthly \$ 1838.⁰⁰

SUBMITTED BY:

Cook's Pest Control
Name of Bidding Company

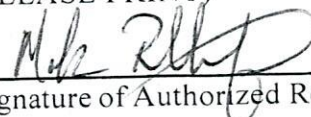
2025 Cherokee Ave SW
Business Address

Cullman AL 35055
City, State, Zip

256-734-0353
Telephone, Area Code & Number

256-734-2104
Fax Number

Mark Rutherford - Commercial Consultant
Name of Authorized Representative
(PLEASE PRINT)


Signature of Authorized Representative

Contractor must provide monthly pest control service to all specified locations.

Contractor's service representative must check in with an employee before servicing a location or office to insure that the service rep has been informed of any problem areas. An employee must sign off on the service ticket every month after work has been performed.

This bid will be evaluated quarterly to insure that the pest control service being performed is meeting all bid specifications and standards. The bid may be rescinded if service evaluation is not satisfactory or bid specifications are not being met.

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

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

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

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**W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID.
FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL**

BID SPECIFICATIONS
FOR PEST CONTROL SERVICE

<u>LOCATION</u>	<u>SERVICE ADDRESS</u>	<u>MONTHLY COST</u>
Cullman County Courthouse	500 2nd Ave SW, Cullman	\$ 170. ⁰⁰
*Cullman County Office Building and Basement	402 Arnold Street, Cullman	\$ 43. ⁰⁰
Cullman County Economic Development and Sales Tax	325 2nd St SE, Cullman	\$ 43. ⁰⁰
*Cullman County Animal Shelter	935 Convent Road, Cullman	\$ 39. ⁰⁰
Sheriff's Dept/ Jail/ Juvenile Facility/ Sheriff's Training Building/ Storage Building	1900 Beech Ave, Cullman	\$ 185. ⁰⁰
Bates Property	21513rd Ave SE, Cullman	\$ 35. ⁰⁰
*Sheriff's Dept Baileyton Annex	12080 Hwy 69 North, Baileyton	\$ 35. ⁰⁰
West Side Sheriff's Dept Annex	557 Good Hope School Road	\$ 35. ⁰⁰
Crane Hill Sheriff Annex and Senior Center	15140Co Rd 222, Crane Hill	\$ 30. ⁰⁰
Commission on Aging	1539 Sportsman Lake Rd, Cullman	\$ 45. ⁰⁰
Crane Hill County Building	15095Co Rd 222, Crane Hill	\$ 30. ⁰⁰
Colony Senior Center	12980Alabama Hwy 91, Hanceville	\$ 30. ⁰⁰
New Canaan Community Center	2506 Hwy 231, Arab	\$ 33. ⁰⁰
CARTS Buildings	1950 Beech Ave, Cullman	\$ 30. ⁰⁰
Cullman County Annex/ Court Referral,	20512nd Ave SW, Cullman	\$ 30. ⁰⁰
Safety Dept		\$ Incl.
*Eastside Road Department/ Engineering/ & Old Garage Building	2883 Alabama Hwy 69 N, Cullman	\$ 45. ⁰⁰
Westside Road Department	3190 Co Rd 438, Cullman	\$ Incl
Cullman County Garage	6451Co Rd 490, Hanceville	\$ 30. ⁰⁰
Cullman County Sanitation Dept	2810 Alabama Hwy 69 S, Hanceville	\$ 43. ⁰⁰
Volunteer Fire Dept Training Center	17793 US Hwy 31, Cullman	\$ 32. ⁰⁰
Old Rescue Squad Building	Sportsman Lake Road	\$ 40. ⁰⁰
		\$ 30. ⁰⁰

BID SPECIFICATIONS
FOR PEST CONTROL SERVICE

<u>LOCATION</u>	<u>SERVICE ADDRESS</u>	<u>MONTHLY COST</u>
<u>Cullman County Park & Rec Locations:</u>		
<u>Clarkson Bridge Park:</u> 1. House (2 Story) 2. Gift Shop/ Restrooms (1 Building)	1240 Co Rd 1043, Cullman	\$ <u>55.⁰⁰</u>
<u>Sportsman Lake Park:</u> 1. Activity Center 2. Concession Stand 3. 2 Restrooms 4. 1 Bathhouse 5. Cabin	1536 Sportsman Lake Rd, Cullman	\$ <u>95.⁰⁰</u>
<u>Smith Lake Park:</u> 1. 1 Rental Unit 2. Store/ Office 3. 2 Block Restrooms 4. Pool Concession Building/ 2 Bathrooms 5. 2 Bathhouses 6. 10 Cabins 7. Maintenance Building	416 Co Rd 385, Cullman	\$ <u>345.⁰⁰</u>
<u>Stony Lonesome OHV Park:</u> 1. Maintenance 2. Environmental Building 3. 20 Rental Units 4. 17 Trailers 5. 2 Bathhouses 6. 2 Bathrooms	8323 AL Hwy 69 S, Cullman	\$ <u>250.⁰⁰</u>
<u>Cullman County Agriculture Center:</u> 1. Main Building	17645 US Hwy 31, Cullman	\$ <u>60.⁰⁰</u>

***Service Representative is to contact Park Managers to schedule service time to insure that rental units are unoccupied.

*-These locations have a history of Brown Recluse Spiders.

The Cullman County Commission reserves the right to discontinue service on any facility without penalty.

The Cullman County Commission reserves the option to pay monthly or yearly with the right to any available discounts.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, August 15, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for **Pest Control Service** at various county locations. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

Any questions regarding this bid should be directed to John Bullard, County Administrator, at (256) 775-4925.

If mutually agreeable between both parties, Cullman County may extend the period in one-year increments up to 3 years.

Bid A: Total Pest Control Service Yearly \$ 1565.00

Bid B: Total Pest Control Service Monthly \$ 18,780.00

SUBMITTED BY:

Premier Pest Control

Name of Bidding Company

605 County Road 1216

Business Address

Winemont AL 35779

City, State, Zip

256-347-1574

Telephone, Area Code & Number

Fax Number

Brett Jones

Name of Authorized Representative

(PLEASE PRINT)

Brett Jones
Signature of Authorized Representative

Contractor must provide monthly pest control service to all specified locations.

Contractor's service representative must check in with an employee before servicing a location or office to insure that the service rep has been informed of any problem areas. An employee must sign off on the service ticket every month after work has been performed.

This bid will be evaluated quarterly to insure that the pest control service being performed is meeting all bid specifications and standards. The bid may be rescinded if service evaluation is not satisfactory or bid specifications are not being met.

Bid is effective for one year from date of award. If mutually agreeable between both parties the Cullman County Commission may extend the bid period in one year increments for up to three years.

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

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

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**W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID.
FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL**

BID SPECIFICATIONS
FOR PEST CONTROL SERVICE

<u>LOCATION</u>	<u>SERVICE ADDRESS</u>	<u>MONTHLY COST</u>
Cullman County Courthouse	500 2nd Ave SW, Cullman	\$ <u>80⁰⁰</u>
*Cullman County Office Building and Basement	402 Arnold Street, Cullman	\$ <u>80⁰⁰</u>
Cullman County Economic Development and Sales Tax	325 2nd St SE, Cullman	\$ <u>45⁰⁰</u>
*Cullman County Animal Shelter	935 Convent Road, Cullman	\$ <u>45⁰⁰</u>
Sheriff's Dept/ Jail/ Juvenile Facility/ Sheriff's Training Building/ Storage Building	1900 Beech Ave, Cullman	\$ <u>80⁰⁰</u>
Bates Property	21513rd Ave SE, Cullman	\$ <u>40⁰⁰</u>
*Sheriff's Dept Baileyton Annex	12080 Hwy 69 North, Baileyton	\$ <u>40⁰⁰</u>
West Side Sheriff's Dept Annex	557 Good Hope School Road	\$ <u>45⁰⁰</u>
Crane Hill Sheriff Annex and Senior Center	15140Co Rd 222, Crane Hill	\$ <u>45⁰⁰</u>
Commission on Aging	1539 Sportsman Lake Rd, Cullman	\$ <u>50⁰⁰</u>
Crane Hill County Building	15095Co Rd 222, Crane Hill	\$ <u>40⁰⁰</u>
Colony Senior Center	12980Alabama Hwy 91, Hanceville	\$ <u>40⁰⁰</u>
New Canaan Community Center	2506 Hwy 231, Arab	\$ <u>40⁰⁰</u>
CARTS Buildings	1950 Beech Ave, Cullman	\$ <u>40⁰⁰</u>
Cullman County Annex/ Court Referral,	20512nd Ave SW, Cullman	\$ <u>40⁰⁰</u>
Safety Dept		\$ <u>40⁰⁰</u>
*Eastside Road Department/ Engineering/ & Old Garage Building	2883 Alabama Hwy 69 N, Cullman	\$ <u>45⁰⁰</u>
		\$ <u>40⁰⁰</u>
Westside Road Department	3190 Co Rd 438, Cullman	\$ <u>40⁰⁰</u>
Cullman County Garage	6451Co Rd 490, Hanceville	\$ <u>55⁰⁰</u>
Cullman County Sanitation Dept	2810 Alabama Hwy 69 S, Hanceville	\$ <u>45⁰⁰</u>
Volunteer Fire Dept Training Center	17793 US Hwy 31, Cullman	\$ <u>50⁰⁰</u>
Old Rescue Squad Building	Sportsman Lake Road	\$ <u>40⁰⁰</u>

BID SPECIFICATIONS
FOR PEST CONTROL SERVICE

<u>LOCATION</u>	<u>SERVICE ADDRESS</u>	<u>MONTHLY COST</u>
<u>Cullman County Park & Rec Locations:</u>		
<u>Clarkson Bridge Park:</u> 1. House (2 Story) 2. Gift Shop/ Restrooms (1 Building)	1240 Co Rd 1043, Cullman	\$ <u>55⁰⁰</u>
<u>Sportsman Lake Park:</u> 1. Activity Center 2. Concession Stand 3. 2 Restrooms 4. 1 Bathhouse 5. Cabin	1536 Sportsman Lake Rd, Cullman	\$ <u>60⁰⁰</u>
<u>Smith Lake Park:</u> 1. 1 Rental Unit 2. Store/ Office 3. 2 Block Restrooms 4. Pool Concession Building/ 2 Bathrooms 5. 2 Bathhouses 6. 10 Cabins 7. Maintenance Building	416 Co Rd 385, Cullman	\$ <u>110⁰⁰</u>
<u>Stony Lonesome OHV Park:</u> 1. Maintenance 2. Environmental Building 3. 20 Rental Units 4. 17 Trailers 5. 2 Bathhouses 6. 2 Bathrooms	8323 AL Hwy 69 S, Cullman	\$ <u>110⁰⁰</u>
<u>Cullman County Agriculture Center:</u> 1. Main Building	17645 US Hwy 31, Cullman	\$ <u>75⁰⁰</u>

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The Cullman County Commission reserves the option to pay monthly or yearly with the right to any available discounts.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, August 15, 2022, in the County Commission Office, 500 Second Ave SW, Room 105 Courthouse, Cullman, Alabama, for **Service of the Sheriff's Department and other various County Vehicles**. At this time sealed bids will be publicly opened and read aloud.

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

Bid responses must be returned in a sealed envelope clearly marked as a bid with the bid number and your company name on the outside.

Any questions regarding this bid should be directed to Matt Hogue of the Cullman County Sheriff's Office, at 256-735-2720.

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

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

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W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID. FAILURE TO DO SO WILL RESULT IN REJECTION OF BIDDERS SUBMITTAL

FAILURE TO COMPLY WITH ANY/ALL BID SPECIFICATIONS WILL RESULT IN LOSS OF BID CONTRACT.

BERCO INC DBA Haveline express kibe
Company

(256) 739-5888 ; (256) 739-5903
Phone/Fax

117 2nd Ave SW
Mailing Address

Jason Berry
Representative

Cullman, AL 35055

VEHICLE SERVICE SPECIFICATIONS

Sheriff Dept. vehicles and other department vehicles are required to obtain the following engine and drivetrain service.

All Parts and Products must meet or exceed manufactures specifications.

The use of reconditioned oil will not be acceptable for use in oil changes.

THE FOLLOWING WILL BE INCLUDED IN THE BID PRICE FOR SERVICE OF ALL VEHICLES REQUIRING 5QTS, 6QTS, & 7QTS OF OIL.

ENGINE

OIL-Replace every 4000 miles, using Havoline 5w-20, 10w-40, or 30w grade motor oil, per manufacturer's specifications.

OIL FILTER-Replace every 4000 miles, using the manufacturer's recommended product: Ford-FL1A, Chevrolet-AC.

ENGINE COOLANT-Check and advise on engine coolant protection during the 4000 mile Service.

First pint of fluid free with service.

TRANSMISSION

Check and maintain proper fluid level at each 4000 mile service. If additions are made, use according to manufacturer's specifications.

First pint of fluid free with service.

REAR AXLE-Check and maintain proper amount of lubricant at each 4000 mile service.

POWER STEERING UNIT-Check and maintain proper fluid level at the time of each 4000 mile service.

First pint of fluid free with service.

BRAKE MASTER CYLINDER-Check and advise proper fluid level at the time of each 4000 mile service.

First pint of fluid free with service.

MISCELLANEOUS

BATTERY-Check and advise condition of battery cables.

WASHER FLUID-Fill at every 4000 mile service.

GREASE FITTINGS-Grease fittings as needed.

TIRES-Ensure proper inflation of tires at the time of each 4000 mile service.

Bid Price for service of vehicles holding:

	Conventional	Synthetic Blend	Synthetic
5QTS of oil:	\$ <u>36.99</u>	\$ <u>49.99</u>	\$ <u>61.99</u>
6QTS of oil:	\$ <u>42.49</u>	\$ <u>56.84</u>	\$ <u>70.54</u>
7QTS of oil:	\$ <u>47.99</u>	\$ <u>63.69</u>	\$ <u>79.09</u>
8qts:	\$ <u>53.49</u>	\$ <u>70.54</u>	\$ <u>87.64</u>
Bid price for extra quarts of oil:			
	\$ <u>5.50</u>	\$ <u>6.85</u>	\$ <u>8.55</u>

Bid price for extra pints of fluid:

Conventional Fluids	Specialty Synthetic Fluids
\$ <u>2.00</u>	\$ <u>3.00</u>

THE FOLLOWING ITEMS ARE TO BE BID OUT AT THE VENDORS COST PLUS A PERCENTAGE OVER COST. IF THE VENDORS COST INCREASES AT ANY TIME DURING THE DURATION OF THE BID THE VENDOR MUST FIRST CONTACT THE CULLMAN COUNTY COMMISSION OF THE INCREASE BEFORE ANY INCREASE IN PAYMENT WILL BE MADE.

AIR FILTERS: are to be replaced every 8000 miles, using manufacturer's recommended product:

Bid Price:
Cost \$ 14.55 plus % 10 over cost

PCV FILTERS: are to be replaced every 8000 miles

Bid Price:
Cost \$ 5.00 plus % 10 over cost

WINDSHIELD WIPER BLADES: are to be replaced as needed.

Bid Price:
Cost \$ 8.10 plus % 10 over cost

21.82 + 10

Conventional
Beam } Blades

SERVICE RECORD

Service record maintained for each vehicle. Unit number, last eight digits on vin #, mileage and date recorded for each service.

SERVICE SCHEDULE

Vehicles which are brought to the service facility must be serviced within **30** minutes of their arrival to the facility, except during servicing which discovers some mechanical defect or flaw which would of necessity require a longer service time. The mechanical defect or flaw must be noted on the vehicle's service record. The service facility must be equipped with a service pit to ensure that the driver of the vehicle may remain inside the vehicle during servicing.

THE BID WILL BE HONORED FOR ONE (1) YEAR FROM DATE OF AWARD, WITH THE RIGHT TO EXTEND BID ONE YEAR BUT NOT TO EXCEED THREE YEARS. THIS WILL BE CONTINGENT UPON THE AGREEMENT OF BOTH PARTIES.

Jeff Clemons
Chairman

John Bullard
County Administrator



**Cullman
County**
COMMISSION

Kerry Watson
Associate Commissioner, Place 1

Garry Marchman
Associate Commissioner, Place 2

Members of the Cullman

County Commission

Chairman Jeff Clemons

RE: Opinion on Applicability of Executive Session

Dear Commissioners and Chairman:

I am writing to advise the Members of the Cullman County Commission as follows:

___ That I have reviewed the matter on which the Commission is considering convening an executive session for discussion on the general reputation, character, physical condition, mental health, professional competence of an individual, or job performance of a public employee which is not required by Alabama law to file a Statement of Economic Interest, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40

___ That I have reviewed the matter on which the Commission is considering convening an executive session for discussion of the discipline or dismissal of, or to hear formal written complaints or charges brought against a public employee or an individual, corporation, partnerships, or legal entity subject to the regulation of the governmental body and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.

That I have reviewed the matter on which the Commission is considering convening an executive session for discussion with legal counsel regarding a legal matter or to meet or confer with a mediator or arbitrator, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 Act No. 2005-40.

___ That I have reviewed the matter on which the Commission is considering convening an executive session for discussion of security matters and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.

___ That I have reviewed the matter on which the Commission is considering convening an executive session to discuss matters related to a criminal investigation and/or matters which may reveal the identity of an undercover law enforcement agent or informer. It is my opinion, and I am advising the Commission that this discussion would imperil effective law enforcement if conducted outside of executive session, and that under authority granted under Section 7 of Act No. 2005-40, this body may convene an executive session for this discussion.

Jeff Clemons
Chairman

John Bullard
County Administrator



Kerry Watson
Associate Commissioner, Place 1

Garry Marchman
Associate Commissioner, Place 2

— That I have reviewed the matter on which the Commission is considering convening an executive session to discuss matters related to the discussion of the price to offer or accept for the purchase, sale, exchange, lease, of and/or the market value of real property and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7 of Act No. 2005-40.

— That I have reviewed the commerce or trade matter which the Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7 (a)(7) of Act No. 2005-40, and that it will have a detrimental effect upon the competitive position of the Cullman County Commission of Cullman County or will reveal information protected by the Alabama Trade Secrets Act if the discussion is conducted outside of executive session.

— That the County Commission may properly convene an executive session for the discussion of pending negotiations with a group of County employees under Section 7(a)(8) of Act No. 2005-40, and that there would be a detrimental effect upon the negotiating position of Cullman County if discussions of this matter were conducted outside of an executive session.

— That I have reviewed the matter on which the Commission is considering convening an executive session and that the governmental body is acting as a "quasi-judicial body" and may enter into executive session to deliberate and discuss evidence or testimony presented during a public or contested case hearing.

Pursuant to Section 7 of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Niezer Johnston".

Emily Niezer Johnston
Attorney for Cullman County