

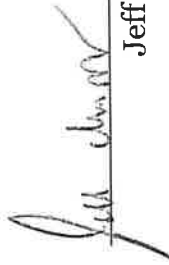
CONGRATULATIONS ON YOUR RETIREMENT

Phillip Batemon

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

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

May 2004 – June 2022

**CULLMAN COUNTY COMMISSION  
RESOLUTION TO START BIDDING  
RESOLUTION # 2022 -51**

**WHEREAS**, Cullman County had applied to the State of Alabama for Recreational Trails Program (RTP) Funds to replace bridges and rehab trails at Stony Lonesome OHV Park; and

**WHEREAS**, Cullman County received notice from the Alabama Department of Economic and Community Affairs (ADECA) that the County's project had been selected for funding as RTP project 21-RT-55-01; and

**WHEREAS**, ADECA requested the County to make a formal resolution accepting the offer of financial assistance and recommitting to provide the required matching share (\$275,413.38 or 43% of the total project); and

**WHEREAS**, Cullman County authorized the Chairman to accept the offer of financial assistance in the amount of \$365,142.12 through the Recreational Trails Program for project 21-RT-55-01 for bridge replacement and trail rehabilitation at the Stony Lonesome OHV Park;

**NOW, THEREFORE, BE IT RESOLVED**, that the Cullman County Commission authorizes the Chairman to start the bidding process for the construction of the replacement bridges as described in project 21-RT-55-01; and

**FURTHER, BE IT RESOLVED**, by the County Commission of Cullman County, Alabama, that the bidding process will follow the county's procurement procedures.

Adopted the 23<sup>rd</sup> day of June 2022.

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

ATTEST:  
  
\_\_\_\_\_  
Tiffany Merriman, County Clerk

## RESOLUTION 2022-52

WHEREAS, bids (R-01884) were opened on May 18, 2022, at 2:00pm.m. for Taxiway Pavement Maintenance at the Cullman Regional Airport; and

WHEREAS, the lowest bidder for Taxiway Pavement Maintenance at the Cullman Regional Airport; and

WHEREAS, the Cullman County Commission has evaluated the bids received and has determined that Ameriseal of Ohio, Inc., is the lowest responsible bidder in the amount of \$142,504.50 which is the base bid plus alternates 1 and 2; and

BE IT RESOLVED by the Cullman County Commission that the bid for Taxiway Pavement Maintenance at the Cullman Regional Airport be hereby awarded to Ameriseal of Ohio, Inc. in the amount of \$142,504.50

ADOPTED BY THE CULLMAN COUNTY COMMISSION this the 23<sup>rd</sup> day of June, 2022.

Attest:



Tiffany Meriman,  
County Clerk



Jeff Clemons,  
Chairman



Kerry Watson,  
Associate Commissioner



Gary Marchman,  
Associate Commissioner

**CULLMAN COUNTY COMMISSION**

**RESOLUTION NO: 2022-53**

**LIBRARY PERSONNEL INCLUSION IN COUNTY PERSONNEL SYSTEM**

WHEREAS the Cullman County Public Library is an asset to the Citizens of Cullman County for educational, informational and recreational purposes, and

WHEREAS consultation with the Retirement Systems of Alabama has determined that the Cullman County Public Library is not considered a separate entity but operates under a board that oversees the operations according to § 11-90-3 of the Alabama Code, and

WHEREAS a request has been made by the Cullman County Public Library Board to bring all employees under the Personnel System of the Cullman County Commission, and

WHEREAS we believe that this will serve the best interest of all citizens of Cullman County.

RESOLVED that the employees of the Cullman County Public Library are accepted into and are subject to the Cullman County Personnel System, effective October 1<sup>st</sup>, 2022.

Done at the regular session of the Cullman County Commission.

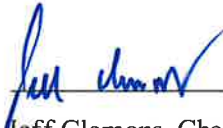
Dates this 23<sup>rd</sup> day of June, 2022.

Attest:

  
\_\_\_\_\_

Tiffany Merriman

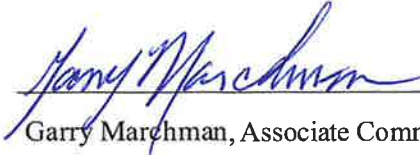
County Clerk

  
\_\_\_\_\_

Jeff Clemons, Chairman

  
\_\_\_\_\_

Kerry Watson, Associate Commissioner

  
\_\_\_\_\_

Garry Marchman, Associate Commissioner

**5311 Resolution Authorizing Local Matching Funds**

RESOLUTION NO. 2022.54

**"SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"**

WHEREAS, the Cullman County Commission recognizes the need for a public transportation program; and

WHEREAS, the Cullman County Commission is recognized as a member of the Cullman County Transportation Steering Committee; and


WHEREAS, the Cullman County Commission recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation include a local match of 20% for administration, planning, and capital expenses; and

WHEREAS, the Cullman County Commission recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Rural Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby commits the amount of \$ 838,598 as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2023.

Passed and adopted this the 23<sup>rd</sup> day of June, 2022.

  
\_\_\_\_\_  
Elected Official

ATTEST:  
  
Clerk

## **Exhibit 13 – Section 5311 Authorizing Resolution**

Resolution No. 2022-55

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit Act.

**WHEREAS**, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

**WHEREAS**, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

**WHEREAS**, it is the goal of the Applicant that disadvantaged business enterprises (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

**NOW**, THEREFORE, BE IT RESOLVED BY Cullman County Commission

1. That **Chairman Jeff Clemons** is authorized to execute and file (an) application(s) on behalf of Cullman Area Rural Transportation System with the Alabama Department of Transportation to aid in the financing of administration, planning, capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. That **Chairman Jeff Clemons** is authorized to execute and file with such applications an assurance, or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That **Chairman Jeff Clemons** is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation may require in connection with the application for the Program of Projects submitted to FTA.
4. That **Chairman Jeff Clemons** is authorized to set forth and execute affirmative

disadvantaged business enterprise policies in connection with any procurements made as part of the project.

5. That **Chairman Jeff Clemons** is authorized to execute grant agreements on behalf of Cullman Area Rural Transportation System with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

#### CERTIFICATION

The undersigned duly qualified and acting **Chairman Jeff Clemons** of the Cullman Area Rural Transportation System certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the **Cullman County Commission** held on June 23, 2022.

If applicant has an official seal, impress here.

Jeffery Meminan  
Signature of Recording Officer

County Clerk  
Title of Recording Officer

6/23/22  
Date

**\State of Alabama  
Cullman County**

**RESOLUTION NO. - 2022- 56**

**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 713 (Dirt 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 713 is set at 15 miles per hour at all times and no person shall operate a motor vehicle in excess of 15 miles per hour set speed on said County Road 713;

**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   23rd   day of June 2022.

  
\_\_\_\_\_  
JEFF CLEMMONS, CHAIRMAN

  
\_\_\_\_\_  
GARRY MARCHMAN  
COMMISSIONER

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK

  
\_\_\_\_\_  
KERRY WATSON  
COMMISSIONER



\State of Alabama  
Cullman County

**RESOLUTION NO. - 2022- 57**

**WHEREAS**, the Cullman County Commission on the basis of an engineering and traffic investigation determines that bypass truck traffic would be incompatible to, greater than is reasonable and safe under the conditions found to exist upon County Road 623 and traffic on County Road 623 shall be restricted to no through truck traffic with local deliveries only allowed under Article 8, Title 32, Chapter 5A-92, Code of Alabama, 1975 for the County Road 623 (Paved Road); it is

**THEREFORE RESOLVED**, that the proper posting for County Road 623 is set to “No Thru Trucks, Local Deliveries Only” at all times and no person shall operate a motor vehicle in excess of these restrictions on said County Road 623;

**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 23rd day of June 2022.

  
JEFF CLEMMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

ATTEST:

  
COUNTY CLERK

  
KERRY WATSON  
COMMISSIONER

ALABAMA DEPARTMENT OF YOUTH SERVICES  
AGENCY GRANT AGREEMENT  
Fiscal Year 2022 – 2023

The Alabama Department of Youth Services hereby awards to

*Cullman County Commission*  
(Fiscal Agent, hereinafter called Recipient)

the amount of *One hundred fifty-three thousand eight hundred eighty-eight and no/100 dollars (\$153,888.00).*

These funds shall be used for non-residential diversion services for *Lauderdale County* youth who would otherwise be committed to the Alabama Department of Youth Services (DYS). Based on youth needs, the *Lauderdale County Juvenile Court (LCJC)* will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that this program will provide diversion services to 20 youth annually with an ongoing capacity of 10 youth at any given time. Thereby aiding in a reduction of county commitments to DHS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DHS will permit the program to provide diversion services to no more than 10% of youth with CHINS offenses.

These funds shall be utilized for the following purpose/activities:

*The Lauderdale County Transitions Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to DHS commitment for youth within the Lauderdale County community. Lauderdale Co Juvenile Court and the Cullman Co Commission shall contract with The Bridge, Inc. to administer these services.*

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DHS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
  - Males / Females between the ages of 12 – 18
  - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DHS website
- Be developed by or in collaboration with the *Lauderdale County Juvenile Court (LCJC)*.
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DHS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year by utilizing the form available on the DHS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services by November 30. Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DHS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in the GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

Both the **LCJC** and **DYS** acknowledge that this Award may be terminated at will by the **LCJC** or **DYS** for any reason. Any funds remaining from the award shall be returned to **DYS** upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to **DYS** no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one-year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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


**ALABAMA DEPARTMENT OF YOUTH SERVICES**

BY: \_\_\_\_\_  
Steven P. Lafreniere  
Executive Director

BY: \_\_\_\_\_  
Legal Review  
Approved as to form only

**ACCEPTANCE OF AWARD**

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY:   
Diversion Program (Director/Agent)

BY:   
Cullman County Commission (Fiscal Agent)

**ACCA LEGISLATIVE COMMITTEE NOMINEE FORM**

On 6/23/2022 (date), by majority vote of the  
Cullman (county) County Commission,  
Judge / Chairman / Commissioner (circle one)  
Kerry Watson (name) was appointed to serve  
on the 2022-2023 ACCA Legislative Committee.

Signature   
County Administrator

*Please return this form to Lisa Fiore by email ([lfiore@alabamacounties.org](mailto:lfiore@alabamacounties.org)) or fax  
(334-263-7678) before the August 1, 2022, deadline.*



## Service Order

**Account Name:** Cullman County Engineering Dept.

*\* In addition to the Services and associated fees in the table below, state, data and additional resource fees ("State/Data Fees") may apply.*

Payment Terms	Payment Method
Net 15	ACH

Subscription Services				
Item Description	Number of Drivers	Price Per Unit*	Total per Billing Period	Description
OnRamp CDL A Subscription	7	\$94.00	\$658.00 / Annual	These 30+ courses cover the required topics for the Class A CDL knowledge portion of the Entry Level Driver Training (ELDT) standard established in 2022.

Implementation Services		
Item Description	Price	Description
Setup Fee	\$500.00	One time set up fee for account provisions, platform go-live and user training

On-Demand and Support Services		
Item Description	Price	Description

*\*The Price Per Unit is based upon the commitment by Customer of monitoring minimally the Number of Drivers set forth above, commencing on the Subscription Start Date throughout the remainder of the Service Order Term.*

Subscription Start Date	Initial Term (Months)**
30 days after the Effective Date below	12

*\*\* Initial Term begins on the earlier of the Subscription Start Date or the date when Drivers are enrolled in Services.*

*All of the aforementioned fees shall apply to this Agreement from the Subscription Start Date through the duration specified in the Initial Term. After the Initial Term and until the Service Order Term terminates or expires, the fees shall be at SambaSafety's then-current pricing applicable to its customers without discount.*

**The above terms will be effective only if Customer signs and returns this agreement on or before 07/13/2022.**



### SAMBASAFETY AGREEMENT CUSTOMER ACCOUNT INFORMATION

ACCOUNT INFORMATION		
City of Cullman, Alabama- Road Department		
Customer Name (the "Customer")		
2883 AL Hwy 69N		
Mailing Address		
Cullman	Alabama	35058
City	State	Zip
500 2nd Ave. SW Room 105		
Billing Address		
Cullman	Alabama	35055
City	State	Zip
Jon Brunner	256-796-1338	jbrunner@Co.Cullman, AL
Primary Contact Name	Phone	Email
Ginger Taylor	256-725-4888	ginger@Co.Cullman, AL
Billing Contact Name	Phone	Email
Compliance Contact Name	Phone	Email
63-6001496		
Federal Employer ID Number	Years Business Established	
Date Incorporated	State Incorporated	
N/A		
Business License Number	State	Expiration
Website (URL)		
N/A		
DOT Number(s)		



**Term, Price and Payment:**

- **Service Order Term:** "Service Order Term" shall mean the period for which this Service Order is operative, which commences on the Effective Date and continues through the Initial Term and, if applicable, any Extension Term(s), subject to early termination of any of the foregoing in accordance with the terms and conditions of this Agreement. At the end of the Initial Term (and any Extension Term(s)), this Service Order shall automatically be extended for automatic and successive additional one-year terms (each, an "Extension Term") unless either party gives written notice to the other not fewer than ninety days prior to the expiration of the then-current term.
- **Minimum Monthly Fee:** Commencing on the Subscription Start Date and through the remainder of the Service Order Term, Customer agrees to minimally pay SambaSafety an amount equal to the greater of: (i) the Monthly Minimum Number of Drivers as set forth in the Service Order above, or (ii) the number of drivers actually enrolled in the Services; multiplied by the monthly Price Per Unit (the "Monthly Minimum Fee"). On-Demand training courses shall be billed based on actual usage per training.
- **Payment Terms:** Commencing on the Subscription Start Date or the actual date on which any of Customer's drivers are enrolled in the Services, whichever occurs first, SambaSafety will invoice Customer on a monthly basis for the duration of the Service Order Term for the greater of (a) the Monthly Minimum Fee plus all other fees applicable for the preceding month, or (b) for all Subscription Services Fees incurred by Customer plus all other fees applicable for the preceding month. All invoices are due and payable by Customer according to the Payment Terms set forth on the Service Order above, as calculated from the invoice date. Customer agrees to facilitate payments to SambaSafety according to the Payment Method set forth on the Service Order above. If paying by ACH or Credit Card, Customer shall allow SambaSafety to initiate a monthly draft for either payment method, and complete all necessary forms to facilitate such automatic payments, which shall be drawn according to the Payment Terms set forth on the Service Order above. All fees are non-refundable. All payments shall be made in US Dollars. Any invoices which are not paid in full on the first of the month following the invoice due date shall accrue interest at the lesser of one and one-half percent (1 ½%) per month or the maximum amount permitted by law. If an account is suspended for non-payment, a \$100 reinstatement fee may be added to the following invoice as a condition for account reactivation. In addition to any other rights or remedies available to SambaSafety, any failure by Customer to timely pay in full all invoices submitted by SambaSafety, entitles SambaSafety to immediately discontinue Customer's access to the Services. A twenty-five dollar (\$25.00) Non-Sufficient Funds Fee will be assessed for all dishonored payments.
- **Inactive Accounts:** If following the Service Order Term, Customer's account includes amounts owing to Customer, Customer shall request a refund of the balance within 5 months of the termination or expiration of this Service Order. If such refund is not requested, SambaSafety may charge a communication maintenance fee of the lesser of \$15 per month, or the maximum amount permitted by applicable law. Such communication maintenance fee, if applied, will be charged to Customer's account on the first day of each month until the Customer's account balance is \$0.00.

**Additional Terms**

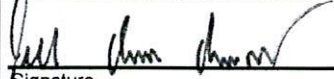

- **Additional Legal Terms:** The parties expressly incorporate by reference and intend this Agreement to include the additional legal terms and conditions attached hereto in Exhibit A (the "Master Services Agreement").
- **"SambaSafety"** shall mean Safety Holdings, Inc., and all affiliate companies.
- **Training Products:** If the Service Order above includes training products, Customer acknowledges and agrees that the training courses are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the training courses or any other rights to the training courses other than to access and use the training courses in accordance with the license granted herein. SambaSafety reserves and retains the entire right, title, and interest in and to the training courses and all intellectual property rights arising out of or relating to the training courses, subject to the license expressly granted to Customer. Customer shall use commercially reasonable efforts to safeguard the training courses from infringement, misappropriation, theft, misuse, or unauthorized access. Any reference to "Driver" or "Monitored Driver" in the Agreement shall be used interchangeably with "User".

**Accepted by:** By executing below, Customer acknowledges and agrees to the terms and conditions set forth above (the "Service Order Terms") and the Master Services Agreement. Any reference to the "Agreement" shall refer to these Service Order Terms, and any additional Service Orders between the parties, together with the Master Services Agreement.

[remainder of the page intentionally left blank]



This Agreement shall only become effective when signed by both Customer and SambaSafety, and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both parties. If this Agreement is signed by SambaSafety, but not countersigned by the Customer within ninety days after the date of SambaSafety's signature, this Agreement shall be deemed not to have been signed by SambaSafety and shall have no effect. The later date on which either party signs shall be deemed the "Effective Date" of this Agreement.

CUSTOMER	SAFETY HOLDINGS, INC. ("SambaSafety")
	DocuSigned by:
Signature	
Name	Signature Adam Kreisher
Title	Name Director of sales
Date	Title 6/27/2022
Date	Date

DS  
CT





## **Exhibit A: SambaSafety Master Services Agreement**

These Master Services Agreement terms supplement the foregoing Service Order Terms executed between Customer and SambaSafety (each, a "party", and collectively the "parties"). All Service Orders executed between the parties and this Master Services Agreement shall together be referred to as the "Agreement." The Effective Date on the Service Order above shall also be deemed the "Master Services Agreement Effective Date."

1. **Description of Services/License.** During the Service Order Term specified in an applicable Service Order, SambaSafety will provide Customer with access to custom data reports and application services, including motor vehicle reports ("MVRs"), vehicle, title and registration histories, driver monitoring, database records, analytic services, and training (collectively, "Services") as more fully described in the applicable Service Order.
2. **Term.** This Agreement will become effective on the Effective Date and remain valid until it is terminated by either party pursuant to the terms contained herein. Either party may terminate this Agreement upon written notice if the other materially breaches the terms and conditions of this Agreement and the other party fails to cure such material breach within thirty (30) days of receiving written notice from the non-breaching party.
3. **Pricing and Payment.** All invoices are due and payable as set forth in the applicable Service Order. In addition to all payments specified in this Agreement, Customer shall pay, or reimburse SambaSafety for, all taxes imposed by federal, state and local authorities, including but not limited to, sales, use, excise, and value-added taxes, based upon any fees set forth in this Agreement provided that Customer shall have no responsibility for taxes based on SambaSafety's net income.
4. **API Terms.** Customer shall only access (or attempt to access) an API by the means described in the documentation of that API. SambaSafety sets and enforces limits on the use of its APIs in its sole discretion. Customer accepts and shall not attempt to circumvent any limitations documented with an API. Customer may request to use an API beyond the documented limitations, subject to the written authorization of SambaSafety. If Customer provides feedback or suggestions about SambaSafety's APIs, SambaSafety may use such information without obligation to Customer. Customer agrees that SambaSafety may monitor use of the APIs to ensure quality, improve SambaSafety's products and services, and verify Customer's compliance with this Agreement and the documentation of the APIs. SambaSafety may suspend access to the APIs if SambaSafety reasonably believes that Customer is in violation of this Agreement, the documentation of an API, or Applicable Laws. Customer shall not acquire ownership rights to a SambaSafety API or the content accessed through an API. For purposes of this Agreement, the APIs and their documentation shall be Confidential Information.
5. **Confidentiality.** "*Confidential Information*" means information that one party, or a party's corporate affiliate, discloses to the other party or its affiliate(s) under this Agreement, and that is marked as confidential or a reasonable person would believe to be considered confidential information given the nature of the information and the circumstances under which such information is disclosed; provided, however, neither party shall have any obligation to maintain the confidentiality of any Confidential Information which: (a) is or becomes publicly available by other than unauthorized disclosure by the recipient; (b) is independently developed by the recipient; or (c) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. The recipient will not disclose Confidential Information of the discloser, except to recipient's affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities to whom and which it transfers any Confidential Information of the discloser shall only use such information as permitted under the Agreement and that such individuals and entities shall keep it confidential in accordance with the Agreement. Notwithstanding the foregoing, if required by any court of competent jurisdiction or other governmental authority, the recipient may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such court order or government authority; provided that the recipient shall have given reasonable notice to the discloser prior to such disclosure. Except for the limited use rights under the Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information. The confidentiality of the information contained within the Services shall be maintained at all times. Information contained in the Services and MVRs shall not be distributed, sold or shared with any third party nor used by Customer in any way except as expressly authorized by this Agreement. Disclosure of such information may be cause for criminal and/or civil legal action against, Customer, its employees, principals, officers, agents, subcontractors, and any involved third party. Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys fees, and costs. Other civil and criminal laws may also apply.
6. **Governing Law.** This Agreement is governed by the substantive and procedural laws of the State of Colorado, exclusive of conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of and venue in the State or Federal courts in Denver, Colorado.
7. **Compliance with Laws.** Each party represents, warrants, covenants and certifies that it shall order, receive, disseminate and otherwise use the Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including without limitation, the Fair Credit Reporting Act ("FCRA"), the Driver's Privacy Protection Act, 18



U.S.C. §2721 et seq. ("DPPA"), and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "Applicable Laws"). Customer will use Services solely in accordance with "Permissible Purposes," as that term is defined under the FCRA. Services are solely for Customer's internal use and may not be redistributed to any third party.

8. **Audit.** Customer agrees that SambaSafety will have the right (but not the obligation) to conduct audits for the purpose of assessing Customer's compliance with the terms of this Agreement, upon reasonable notice, and Customer agrees to fully cooperate with SambaSafety in connection therewith.
9. **Warranty.** SambaSafety warrants that: (a) SambaSafety owns or has licensed the intellectual property rights to provide the Services to Customer, (b) the Services do not violate or infringe intellectual property rights of any third party. EXCEPT AS SET FORTH HEREIN, SAMBASAFETY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY REGARDING THE SERVICES.
10. **Indemnification.** To extent permitted by applicable law, both parties shall indemnify, defend and hold harmless the other party from and against any claim, suit, proceeding, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought by a third party against or suffered by the other party arising from the indemnifying party's violation of Applicable Laws or willful misconduct.
11. **Liability.** REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT, STATUTORY, WARRANTY OR OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, REGARDLESS OF ITS AWARENESS OF THESE RISKS. NOTWITHSTANDING ANY LANGUAGE ELSEWHERE TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES SHALL NOT BE IN EXCESS OF THE AMOUNTS OF FEES (EXCLUDING STATE DATA FEES AND PASS-THROUGH FEES REMITTED DIRECTLY TO DATA PROVIDERS AND SUBSEQUENTLY INVOICED TO CUSTOMER) ACTUALLY PAID BY CUSTOMER TO SAMBASAFETY IN THE PREVIOUS 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM FOR DAMAGES. ONE OR MORE CLAIMS SHALL NOT INCREASE THIS AGGREGATE LIMIT. NOTWITHSTANDING THE FOREGOING, THE LIMITS AND EXCULPATIONS SET FORTH IN THIS SECTION 11 SHALL NOT EXCUSE CUSTOMER'S OBLIGATION TO PAY ANY FEES, TAXES OR OTHER AMOUNTS WITH RESPECT TO THE SERVICES, WHETHER COMMITTED OR RENDERED, OR ANY OBLIGATION BY A PARTY TO INDEMNIFY AND DEFEND CLAIMS, AS SET FORTH IN THIS AGREEMENT.
12. **Notification in Event of Breach or Misuse of Information.** Both parties will promptly (but in any event within 72 hours of any inadvertent or unauthorized release) notify the other party of any inadvertent or unauthorized release or other security breach of Personal Information contained in any Service and will be in compliance with Applicable Law regarding breach notification and remediation. For purposes of this Section, "Personal Information" means (i) any information about an identifiable individual and (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual.
13. **Miscellaneous.** This Agreement and all Service Orders constitute the final and entire agreement between the parties with respect to the Services and shall supersede all prior agreements or purchase orders between the parties with respect to such Services. This Agreement may not be amended by any subsequent purchase order. There are no representations, warranties, or agreements among the parties with respect to the Services contained herein, which are not fully expressed in the entire Agreement. Neither party shall be liable for any failure or delay in performance directly or indirectly caused by any act or omissions beyond its reasonable control. This Agreement can be executed in counterparts and electronic signatures will be deemed originals. If any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the enforceability of the remaining provisions shall be unimpaired. No amendment to change, waiver or discharge this Agreement will be valid unless executed in writing by an authorized representative of each party. Any notice shall be sent to the other party at the address provided on page 1 of this Agreement. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.



Cullman County Commission - May 2022 Spring Clean-Up  
Free Dump Certificates Used

<u>Date</u>	<u>Weekday</u>	<u>Certificates</u>	<u>Total Tons</u>	<u>Daily Cost</u>
1-May	Sunday			
2-May	Monday	28	15.53	\$610.83
3-May	Tuesday	20	7.79	\$318.96
4-May	Wednesday	15	4.32	\$180.98
5-May	Thursday	25	10.41	\$416.85
6-May	Friday	21	8.57	\$343.56
7-May	Saturday	43	17.03	\$685.43
8-May	Sunday			
9-May	Monday	41	16.28	\$656.38
10-May	Tuesday	29	11.94	\$467.16
11-May	Wednesday	26	8.92	\$358.70
12-May	Thursday	30	13.37	\$538.89
13-May	Friday	32	9.26	\$384.36
14-May	Saturday	68	25.40	\$1,037.16
15-May	Sunday			
16-May	Monday	52	22.84	\$921.67
17-May	Tuesday	46	14.41	\$590.98
18-May	Wednesday	38	17.15	\$688.98
19-May	Thursday	65	23.64	\$955.63
20-May	Friday	52	19.67	\$803.41
21-May	Saturday	111	34.55	\$1,413.80
22-May	Sunday			
23-May	Monday	45	16.77	\$698.46
24-May	Tuesday	58	18.49	\$774.50
25-May	Wednesday	26	12.68	\$492.19
26-May	Thursday	40	16.64	\$675.18
27-May	Friday	141	49.36	\$2,009.89
28-May	Saturday	137	59.49	\$2,394.88
29-May	Sunday			
30-May	Monday	33	11.24	\$458.93
31-May	Tuesday	215	78.01	\$3,197.67
		1437	543.76	\$22,075.43

See reverse for prior years comparison

<p><b>CODE</b> <b>9099</b></p>
------------------------------------

## AUCTION SALES AGREEMENT

This Auction Sales Agreement ("Agreement") is entered by J.M. WOODAUCTION CO., INC., hereinafter referred to as Auctioneer, and

Name	Cullman County Commission			Address	500 2 <sup>nd</sup> Avenue SW		
City	Cullman	State	Alabama	ZIP	35055		
Contact Phone	Shane Bailey 256-775 1942 Office 256-347-4006 Cell						
Email							

hereinafter referred to as Seller. Seller accepts the following terms and conditions:

- Seller hereby employs Auctioneer to sell items listed below at public auction to the highest or last bidder on:

Month	<b>June</b>	<b>14-16</b>	Year	<b>2022</b>	Time	<b>8:00am</b>
-------	-------------	--------------	------	-------------	------	---------------

Items are to be sold in Sellers own name. Auctioneer has right to use Sellers name on printed material connected with advertising.

City	<b>Montgomery</b>	State	<b>Alabama</b>
------	-------------------	-------	----------------

- Auctioneer has no interest or ownership in this equipment and acts only as Sellers agent in the capacity of auctioneer only. Seller guarantees that he is the sole owner of items being sold and states that items are free of all mortgages, liens, and encumbrances. Seller agrees to disclose all liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankruptcy Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes Auctioneer at the absolute discretion of Auctioneer to carry out title searches of the Equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.
- Seller guarantees that no taxes of any kind are due on the items being sold. This includes but is not limited to the following taxes: property, **ad valorem**, personal property, sales, use or Federal Retail Excise Taxes.
- Seller is responsible that all emissions, including but not limited to, Diesel Particulate Filters, EGR valves, EGR coolers, must function properly and pass industry test and inspection. When equipped, all 2008 and newer trucks must have a fully functional particulate filter capable of regeneration at normal factory internals.
- Force Majeure: Seller agrees that Auctioneer shall not be liable for delays or failure in performance resulting from acts beyond Auctioneer's control, including for example: acts of God, work stoppage, riots, acts of war, disruption of means of communication, computer virus, power failure, natural disasters, or pandemic, epidemic or endemic disease.
- Seller agrees to deliver bills of sale, tag receipts and current transferable titles or necessary documents to Auctioneer seven (7) days prior to auction. Seller must notify Auctioneer before auction begins of any said title that is known to be a Salvage or Rebuilt title. Seller agrees that in the event of a dispute concerning a title the seller is responsible for any monetary settlement or cash reimbursement as well as any resulting civil or legal actions taken because of said title. Seller understands Auctioneer will not make payment until such document(s) have been delivered to Auctioneer.
- In event of encumbrances, payment will be made jointly to Seller and Lien Holder. In the event proceeds do not exceed encumbrance, Seller is responsible for balance remaining to lien holder to ensure clear title.
- In event Seller sells or removes items listed prior to sale time Auctioneer is due their full commission. In the event items listed are sold by seller to an Auctioneer Registered Buyer within 21 days after sale date, the Auctioneer is due their full commission.
- Seller agrees above items will sell to the last bidder. Online bidding is Strictly Prohibited by seller to protect his own equipment.
- Seller agrees that all risk of loss or damage to the listed property shall remain with Seller until such time as Auctioneer says sold to Buyer. Seller shall maintain insurance against such loss or damage. Auctioneer shall not be responsible for any damages to or loss of property.

11. Seller agrees to hold harmless, defend, and indemnify Auctioneer and its agents, directors, officers, employees, representatives, successors, affiliates, subsidiaries, etc. from and against any and all liabilities, all State and local sales and use taxes due on the sale of the listed items (including any related interest or penalties), losses, claims, demands, liens, penalties, fines, expenses (including attorneys' fees and costs), causes of action and possible causes of action of every nature, as a result of or in any way arising from, relating to, or connected with this Agreement and/or Auctioneer's performance of this Agreement.
12. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by written document duly executed by all parties. Seller and Auctioneer agree that this Agreement shall be governed by and interpreted under the laws of the State of Alabama. Seller and Auctioneer agree, consent and submit to the jurisdiction of the Circuit Court, District Court or Federal Court, as applicable, located in Montgomery County, Alabama, and consent to and agree that Montgomery County, Alabama is the appropriate venue, for any dispute arising from, relating to, or connected with this Agreement and/or Auctioneer's performance of this Agreement.
13. Auctioneer guarantees to pay Seller with an Auctioneer check within 17 business days after sale date. It is understood by Seller that Auctioneer acts as his agent and in event the Auctioneer cannot collect from successful bidder negotiable funds, then said items will be returned to Seller in its present condition.
14. All items must be removed from auction site within fourteen (14) days of close of auction; otherwise, they will be subject to storage fee of \$25.00 per day per item. If for any reason an item is not removed from our yard before the next scheduled auction it will automatically be placed in this auction and sold regardless of price.
15. This Agreement specifically applies to all equipment listed below and to any other equipment placed in this auction by seller. Failure to list, disclose and identify any lien or encumbrance on any item of equipment amounts to a warranty by the seller to Auctioneer and to any buyer of said equipment that it is free and clear of all liens, encumbrances, and claims. Seller is responsible for disclosing any hour meter or odometer discrepancies.

ITEM DESCRIPTION	SERIAL NUMBER	LIEN HOLDER	ACCOUNT NUMBER
2019 CAT PM310 Milling Machine	NMA00113		
<b>**Additions will carry same terms**</b>			

**Terms and amendments:**


Seller agrees to pay auctioneer a Commission Rate Of: SEVEN (7%) Percent	Net Reserve \$185,000
--	-----------------------

**PLEASE NOTE EQUIPMENT MUST BE ON OUR YARD NO LATER THAN SEVEN BUSINESS DAYS PRIOR TO AUCTION.**

Date: 6/15/2022

Sellers Printed Name: Jeff Clemons

Auction Rep. Bryant S Wood, President  
**BRYANT S. WOOD, PRESIDENT**

Sellers Legal Signature 



**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, June 15, 2020, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Building located at 402 Arnold Street, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

All Bids must be sealed and marked with the Bid number on the outside of the bid package, along with the bidders Contractor's License Number.

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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager, at (256) 775-1942.

This is a qualified project under Act 2013-205 and Alabama Department Rule 810-6-3-.77 for tax exemption. An application must be filed by both parties with the Alabama Department of Revenue. The application can be found at <http://www.revenue.alabama.gov>

**OPTION 1: BID PRICE:** \$ 579,450.<sup>00</sup>

**OPTION 2: BID PRICE:** \$ 80,000. - add to base bid  
(659,450.)

Johns and Kirksey, Inc

Company

5424 Metro Park Drive, Tuscaloosa, AL 35405

Mailing Address

205.759.2830 / 205.345.0693

Phone/Fax



Representative

William E. Johns, President



INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, June 15, 2020, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Building located at 402 Arnold Street, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

All Bids must be sealed and marked with the Bid number on the outside of the bid package, along with the bidders Contractor's License Number.

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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager, at (256) 775-1942.

This is a qualified project under Act 2013-205 and Alabama Department Rule 810-6-3-.77 for tax exemption. An application must be filed by both parties with the Alabama Department of Revenue. The application can be found at <http://www.revenue.alabama.gov>

OPTION 1: BID PRICE: \$ 448,500

OPTION 2: BID PRICE: \$ 432,900

Roofing Solutions, L.L.C.

Company

37302 Commerce Lane,

Prairieville, Louisiana 70769

Mailing Address

225-744-3912

225-744-0037

Phone/Fax



Representative

*Lauren M. Reynolds  
Authorized Rep.*

**Bid No. 1395**

**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, June 15, 2020, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Building located at 402 Arnold Street, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

All Bids must be sealed and marked with the Bid number on the outside of the bid package, along with the bidders Contractor's License Number.

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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager, at (256) 775-1942.

This is a qualified project under Act 2013-205 and Alabama Department Rule 810-6-3-.77 for tax exemption. An application must be filed by both parties with the Alabama Department of Revenue. The application can be found at <http://www.revenue.alabama.gov>

**OPTION 1: BID PRICE: \$ 552,000**

**OPTION 2: BID PRICE: \$ 359,000**

E CORNELL MALONE CORPORATION  
Company

2689 QUEENSTOWN ROAD  
Mailing Address

BRONDALE, AL 35210

205.908.0299  
Phone/Fax

SHAWN NEWTON - GM  
Representative

**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, June 15, 2020, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Building located at 402 Arnold Street, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

All Bids must be sealed and marked with the Bid number on the outside of the bid package, along with the bidders Contractor's License Number.

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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager, at (256) 775-1942.

This is a qualified project under Act 2013-205 and Alabama Department Rule 810-6-3-.77 for tax exemption. An application must be filed by both parties with the Alabama Department of Revenue. The application can be found at <http://www.revenue.alabama.gov>

**OPTION 1: BID PRICE: \$ 582,720.00**

**OPTION 2: BID PRICE: \$ 162,270.00**

Mid-Western Commercial Roofers, Inc.

Company

7430 Hitt Road

Mailing Address

Mobile, AL 36695

251-633-7004

Phone/Fax

  
\_\_\_\_\_  
Representative  
Daniel Smith-Vice President

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, June 15, 2020, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Building located at 402 Arnold Street, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

All Bids must be sealed and marked with the Bid number on the outside of the bid package, along with the bidders Contractor's License Number.

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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager, at (256) 775-1942.

This is a qualified project under Act 2013-205 and Alabama Department Rule 810-6-3-.77 for tax exemption. An application must be filed by both parties with the Alabama Department of Revenue. The application can be found at <http://www.revenue.alabama.gov>

OPTION 1: BID PRICE: \$ 287,400.00

OPTION 2: BID PRICE: \$ 131,400.00

Willoughby Roofing & Sheet Metal, Inc.  
Company

111 2nd Avenue NE  
Mailing Address

Cullman, AL 35055

(256) 734-1387 / (256) 734-1190  
Phone/Fax

Kyle Willoughby  
Representative

**INVITATION TO BIDDERS**

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, June 15, 2020, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Building located at 402 Arnold Street, Cullman, Alabama. At this time sealed bids will be publicly opened and read aloud.

All Bids must be sealed and marked with the Bid number on the outside of the bid package, along with the bidders Contractor's License Number.

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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager, at (256) 775-1942.

This is a qualified project under Act 2013-205 and Alabama Department Rule 810-6-3-.77 for tax exemption. An application must be filed by both parties with the Alabama Department of Revenue. The application can be found at <http://www.revenue.alabama.gov>

Addendums 0 of 0

**OPTION 1: BID PRICE:** \$ 325,855.48


**OPTION 2: BID PRICE:** \$ 166,154.13

BOND Construction, LLC  
Company

1001 30th Ave.  
Mailing Address

Northport, AL 35476

205-349-1560  
Phone/Fax

  
Representative

*Pamela Ray* 6/15/22  
exp 2/24/26

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, June 14, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the acquisition of a used, Full-size SUV(s). 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.

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**

**\*\*\*\*\*BIDDER MUST BE ABLE TO MAKE DELIVERY OF VEHICLE WITHIN THIRTY-DAYS OF BID AWARD.\*\*\*\*\***

Bid Price: \$39,900.00

Mitch Smith Chevrolet  
Company

1655 Cherokee AVE SW  
Mailing Address

Cullman AL 35055

256.734.6430 / 254.734.6084 / 256.507.4848  
Phone/Fax

Paul Schaffer / Adam Aker  
Representative

## **BID SPECIFICATIONS**

**For the acquisition of a used, Full-size SUV furnished with the following:**

- \*Maximum of 100,000 Miles or Less**
- \*Color: White**
- \*Minimum Year Make: 2020**
- \*Aluminum Wheels**
- \*2 Wheel Drive**
- \* Disc Brakes with ABS**
- \*Automatic Locking Rear Differential**
- \*8 Passenger minimum**
- \*Second & Third Row Seating with Folding Bench**
- \* Wheel base: minimum 131 in.**
- \* Engine: 5.3L V8 ECOTEC3 or Equivalent**
- \*Automatic Transmission**
- \*A/C and Heater**
- \*AM/FM RADIO**
- \*Voice-activated, hands free calling**
- \*Voice-activated navigation system**
- \*Rear Vision Camera**
- \*Rear Park Assist**
- \*Remote Start**
- \*Remote Keyless entry**
- \*Cruise Control**
- \*Power Windows, locks and mirrors**
- \*Theft Deterrent System**
- \*Tilt Steering Wheel**

**\*Lane Keep Assist with Lane Departure Warning**

**\*Spare & Jack**



Bid # 1398

# TripMaster



Date: June 1, 2022

Negotiated Adjustment & Bid Price # 060122

For: Cullman Area Rural Transportation		30 Vehicles		5 License	
Software	Unit Price	Unit	Quantity	Amount	
TripMaster Software	\$6,995.00	Lot	1	\$6,995.00	
Trip Scheduler Software Module	\$4,995.00	Lot	1	\$4,995.00	
ParaScope - Tablet Software Application	\$649.00	Each	30	\$19,470.00	
Trip Reminder Module	\$2,995.00	Lot	1	\$2,995.00	
Trip Maintenance Module	\$2,995.00	Lot	0	\$0.00	
TripPortal Module	\$4,995.00	Lot	0	\$0.00	
Licenses	\$495.00	Each	0	\$0.00	
<b>Software Total</b>				<b>\$34,455.00</b>	
Services	Unit Price	Unit	Quantity	Amount	
Additional Licensing (5 license included)	\$1,000.00	Each	0	\$0.00	
Data Acquisition, Conversion and Install	\$1,000.00	Lot	1	Included	
GTFS Feed Development	\$2,000.00	Each	0	\$0.00	
CTS Software - Online Training	\$150.00	Session	0	\$0.00	
CTS Software - Onsite Training	\$700.00	Day	5	\$3,500.00	
CTS Software - Travel Expenses	\$3,000.00	Trips	1	\$3,000.00	
tripPass Design, 1000 Passes, In-office Scanner	\$500.00	Lot	0	\$0.00	
<b>Services Total</b>				<b>\$6,500.00</b>	
Annual Maintenance and Support	Unit Price	Unit	Quantity	Amount	
TripMaster Base Fee	\$6,000.00	Lot	1	\$6,000.00	
License Fee	\$240.00	Each	5	\$1,200.00	
Vehicle Base Fee	\$120.00	Vehicle	30	\$3,600.00	
Trip Scheduler Vehicle Fee	\$60.00	Vehicle	30	\$1,800.00	
ParaScope - Tablet Software Vehicle Fee	\$60.00	Vehicle	30	\$1,800.00	
Estimated Time of Arrival (ETA) Vehicle Fee	\$0.00	Vehicle	30	\$0.00	
Trip Reminder Fee (6,000 Calls/Texts/month)	\$1,200.00	Lot	1	\$1,200.00	
Trip Maintenance Vehicle Fee	\$5.00	Vehicle	0	\$0.00	
TripPortal Module Fee	\$200.00	Lot	0	\$0.00	
TripPass Module Fee	\$200.00	Lot	0	\$0.00	
Map Overlay / Shapefile Management Fee	\$50.00	Lot	0	\$0.00	
Where's My Ride	\$50.00	Each	0	\$0.00	
<b>Annual Maintenance and Support Total</b>				<b>\$15,600.00</b>	
<b>Software and Said Services Upfront Total</b>				<b>\$40,955.00</b>	

Hardware and Cellular Estimates	Unit Price	Unit	Quantity	Amount
Samsung Galaxy Tablet Series	\$300.00	Each	0	\$0.00
Vehicle Mount	\$130.00	Each	0	\$0.00
Vehicle Charger	\$30.00	Each	0	\$0.00
Tablet Protective Case	\$70.00	Each	0	\$0.00
Cellular Fees (\$15.00 Per Device Per Month)	\$15.00	Tablet	0	\$0.00



### General Notes and Assumptions

1. All pricing and information provided herein is based on information provide,
  - a. All prices are in US dollars.
  - b. Quote is valid for 60 days from the issued date and is completely confidential.
  - c. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the prime contractor.
  - d. The Products provided pursuant to any Purchase Order will be delivered to the Licensee.
  - e. Responsibility to all risk of loss to the Products, damage and need for replacement hardware will be with the Licensee.
  
2. The pricing provided assumes that CTS Software will provide:
  - a. All related software
  - b. Hosting services
  - c. Training
  - d. Ongoing Maintenance and Support
  
3. The pricing provided in this proposal assumes that the Licensee will provide:
  - a. Space, power, a network connection and any necessary IT installation and configuration for all required computer hardware.
  - b. A high-speed internet connection
  - c. Computer hardware
  - d. Tablet Hardware for *ParaScope* (Tablet, Power Supply, Protective Case and Mount)

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, June 14, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) or more new current model pick-up truck(s). 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.

**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**

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

Bid Price: \$ 56,568.<sup>50</sup>

Terry Sligh Chevrolet  
Company

1630 2nd Ave East  
Mailing Address

Oneonta, Al 35121

205-625-3741  
Phone/Fax

Eric Reeves  
Representative

## BID SPECIFICATIONS

For the Acquisition of one (1) or more new, Pick-Up trucks furnished with the following:

- Year 2022
  - Minimum 14,000 GVWR
  - Automatic Transmission
  - 220 AMP Alternator or Compatible
  - Auto Locking Differential, Rear
  - Wide Track Rear Axel
  - Air Conditioning
  - Skid Plates/ Transfer Case
  - Heavy Duty Front Suspension
  - 4x4 Dual Rear Wheels
  - Integrated Trailer Brake Controller
  - All Terrain Tires
  - AM/FM Radio
  - Cruise Control/ Tilt Wheel
  - Front Airbags, front seat side-impact
  - Power Windows
  - Power Door Locks
  - Vinyl Floor/ with Rubber Floor Mats
  - 6.6 L V8 DuraMax Diesel or Compatible
  - Transmission Cooling System
  - Crew Cab/ Full 4 Doors
  - Exterior Color: Negotiable
  - Keyless Entry/ Auto Start
  - Engine Block Heater
  - Reverse Camera/ Back up Camera/ Back up Alarm
  - Spare Tire & Jack
- Vendor must be able to guarantee delivery of vehicle within ninety days from date of receipt of purchase order number. Orders not received within the ninety day time period will incur a 1% penalty (1% of total order amount will be deducted per day until order is received).\*\*

Contract for Bid No. 1395 Roof on Cullman County Commission Property

## Fixed Contract Amount

This date July 8, 2022

Between the Owner: Cullman County Commission  
500 2<sup>nd</sup> Ave S.W.  
Cullman, AL 35055

And the Contractor: Willoughby Roofing and Sheet Metal, Inc.  
111 2<sup>nd</sup> Ave. NE  
Cullman, AL 35055

For the Project: Reroofing Project for the Cullman County Property located  
at 402 Arnold Street, Cullman, AL 35055

### Article 1. CONTRACT DOCUMENTS

Article 1.1. The contract documents consist of this agreement and specifications provided by the Cullman County Commission. See also the Invitation to Bidders attached as Exhibit 1.

### Article 2. SCOPE OF WORK

Article 2.1. The Owner agrees to purchase, and the Contractor agrees to construct the above mentioned structure and fixtures attached thereto in **Cullman, AL** according to the construction documents, all addenda, change orders and modifications.

### Article 3. TIME OF COMPLETION

Article 3.1. The approximate commencement date of the project shall be **July 19, 2022**. The approximate completion date of the project shall be **as soon as practicable based on supply chain issues**, however any change orders and/or unusual weather might delay or otherwise affect the completion date.

Initialed by: Owner \_\_\_ Contractor KC

---

**Article 4. THE CONTRACT PRICE**

Article 4.1. The purchase price of the project shall be set at the sum of **One Hundred Thirty One Thousand Four Hundred and 00/100**, (\$131,400.00), subject to additions and deductions pursuant to design completion, authorized change orders, and owner allowances.

**Article 5. PROGRESS PAYMENTS**

Article 5.1. The Owner will make monthly payments to the Contractor if and as work required is satisfactorily completed. Owner shall make draw payments to the Contractor within 10 days after request by the Contractor and the Owner's approval of the completed work and documents supporting such draw request. Owner shall pay the full amount billed by the Contractor and approved by the Owner, less retainage specified below.

**Article 6. DUTIES OF THE CONTRACTOR**

- Article 6.1. All work shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.
- Article 6.2. Work with the design team during the completion of the construction documents to the extent that all assumptions in pricing of the design development documents are clearly relayed to the design team in order to maintain the owner's design development budget.
- Article 6.3. All work shall be completed in a workman like manner, and shall comply with all applicable national, state, and local building codes and laws.
- Article 6.4. Contractor shall obtain all permits necessary for the work to be completed.
- Article 6.5. Contractor shall remove all construction debris and leave the project in a broom clean condition.
- Article 6.6. As a condition of payment, Contractor shall furnish a full and unconditional release from the Contractor and its subcontractors from any claim or mechanics' lien for that portion of the work for which payment has been made. The Contractor shall provide the Owner with evidence satisfactory to the Owner of the Contractor's business licenses and tax identification number.

Initialed by: Owner\_\_ Contractor KL

---

Article 6.7. The Contractor shall obtain payment and performance bonds from a surety satisfactory to the Owner. Each bond shall be in the amount of 100% of the contract price and shall either be in the form supplied by the Owner or shall be in such other form as approved by the Owner. Each bond shall make reference to the contract documents and must make provision for the Owner to draw on such bond in an appropriate amount when any damages to the Owner result from the Contractor's services pursuant to the contract documents or from the Contractor's malfeasance, misfeasance, or breach in the performance hereof. The purpose of the bonds is to secure the performance of and the compliance with the contract documents by and between the Contractor and the Owner.

**Article 7. OWNER**

Article 7.1. The Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

**Article 8. CHANGE ORDERS AND FINISH SCHEDULES**

Article 8.1. A Change Order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties. Additional time needed to complete change orders shall be taken into consideration in the project completion date.

Article 8.2. The Contractor shall not vary, add or omit any of the work, except as directed in writing by the Owner, but the Owner shall have full power from time to time by notice in writing to direct the Contractor to vary, add or omit in any manner any part of the work and the Contractor shall carry out those variations, as though those variations were stated in the Contract. In any case in which the Contractor has received a direction from the Owner under this Section, the Contractor shall advise the Owner in writing within 10 days whether, if any, there should be an increase or decrease in the contract price and the amount of any increase or decrease. Due account shall be taken of any partial execution of the work which is rendered useless by any variation. If the Owner shall make any variation in any part of the work, reasonable notice in writing shall be given to the Contractor to enable him to make necessary arrangements accordingly. If in the opinion of the Contractor, any variation is likely to prevent or prejudice the Contractor from or in fulfilling any of his obligations under the contract documents, he shall so notify the Owner in writing, and the Owner shall decide with all possible speed whether or not the same shall be carried out. If the Owner confirms his instructions in writing, those obligations shall be modified to such an extent as may be justified and agreed with the Owner. Until the Owner so confirms his instructions they shall be deemed not to have been given.

Initialed by: Owner\_\_\_ Contractor llw

---

**Article 9. INSURANCE**

Article 9.1. The Contractor will keep in force and provide proof of liability insurance and workman's compensation insurance.

Article 9.2. The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.

**Article 10. GENERAL PROVISIONS**

Article 10.1. If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.

**Article 11. HAZARDOUS MATERIALS, WASTE AND ASBESTOS**

Article 11.1. Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor.

**Article 12. ARBITRATION OF DISPUTES**

Article 12.1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Article 13. WARRANTY**

Article 13.1. At the completion of this project, Contractor shall execute an instrument to Owner warranting the project for 5 years against defects in workmanship or application. The manufacturer warranty will be a 20 year warranty from date issued by manufacturer.

Initialed by: Owner \_\_\_ Contractor KC

---



## **Article 14. TERMINATION OF THE CONTRACT**

Article 14.1. Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

Article 14.1.1. If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee.

Article 14.1.2. In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

Article 14.1.3. In the case of a defaulting Owner, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

Article 14.1.4. If the Contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given him in writing by the Owner in connection with the work or shall contravene any provisions of the contract documents, the Owner may give seven days' notice in writing to the Contractor to make good any such failure, neglect or contravention. Should the Contractor fail to comply with such notice within seven days from the date of its service, in the case of failure, neglect or contravention capable of being made good within that time, or otherwise, within such time as may be reasonably necessary for making it good, then without prejudice to any other right or remedy it may have under the contract documents or at common law or in equity (including without limitation the right to terminate the Contract), the Owner may: (i) employ other workmen and execute that part of the work which the Contractor shall have neglected to execute or (ii) take the work in whole or in part out of the Contractor's hands and re-contract with any other person to complete the same. The Owner shall be entitled to retain any sum which may otherwise be due to the Contractor and to apply that sum towards the payment of the cost of carrying out any such work. If the cost of doing this work shall exceed the sum retained, the Contractor shall pay the excess forthwith to the Owner.

## **Article 15. ATTORNEY FEES**

Article 15.1. In the event of any arbitration or litigation related to the project parties shall be entitled to attorney's fees to the extent allowed by Alabama law.

## **Article 16. ACCEPTANCE AND OCCUPANCY**

Initialed by: Owner \_\_\_ Contractor KW

---

Article 16.1. Upon completion, the project shall be inspected by the manufacturer, the owner representative, and the Contractor, and any repairs necessary to comply with the Warranty Requirements shall be made by the Contractor.

**Article 17. MISCELLANEOUS PROVISIONS**

Article 17.1. The Contractor and its subcontractors shall comply at their own expense with all applicable laws and regulations, including any local ordinances and site regulations of the Owner.

Article 17.2. Any patterns, drawings, models or the like for the execution of the work shall remain the copyright and property of the Owner. The Contractor shall not copy or use the same for any purpose other than for the execution of the work and shall return them to the Owner in good order and condition on completion of the work.

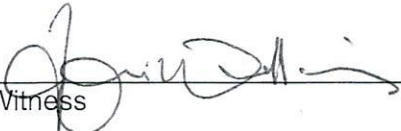
Article 17.3. The Contractor shall at all times adopt safe working practices and at the proper time supply and install such guards and safety devices and supply all persons employed by it in connection with the work such safety clothing as may be necessary to comply with the provisions of all health and safety legislation including, but not limited to, OSHA and the regulations promulgated thereunder and any similar laws and regulations of the State of Alabama.

Article 17.4. The Contractor is and shall act as an independent contractor. None of the Contractor, any subcontractors, or any of their respective agents or employees shall have the authority to represent the Owner as an agent, servant or employee or in any other capacity.


Article 17.5. The Contractor will be responsible at his own expense for delivery to and for unloading on the property all equipment and other things comprised in the work and all Contractor's equipment. All such items shall remain in the custody of the Contractor who shall be liable for the care, safety and storage thereof. Any use of roll off construction dumpsters shall be ordered from the Cullman County Sanitation Department or City of Cullman Sanitation Department based on availability.

Witness our hand and seal on this 12<sup>th</sup>  
day of July, 2022.

Signed in the presence of:

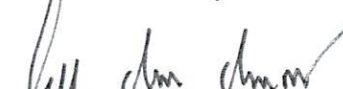
  
\_\_\_\_\_  
Witness

Contractor  
Willoughby Roofing and Sheet Metal, Inc.

  
\_\_\_\_\_  
Contractor Signature

  
\_\_\_\_\_  
Witness

Owner:  
Cullman County Commission

  
\_\_\_\_\_  
Chairman

Initialed by: Owner JC Contractor KW