

CULLMAN COUNTY COMMISSION PROCLAMATION

Child Abuse Prevention Month

WHEREAS, Cullman County applauds Cullman Caring for Kids for their dedicated work in the prevention of child abuse in our community; and,

WHEREAS, Cullman County commends Cullman Caring for Kids for their tireless promotion of ongoing programs in our community which are designed to help prevent child abuse; and,

WHEREAS, the Cullman County Commission stands firmly on the side of prevention of any type of abuse and believes no child should endure verbal, emotional, or physical abuse for any reason; and,

WHEREAS, The National Exchange Club adopted The Prevention of Child Abuse as its national project in 1979 in response to a request by its National President who, as a physician, noticed an increase in abuse cases in his medical practice; since then April has been designated as Child Abuse Prevention Month, and Cullman County supports and encourages all of our residents and community leaders to wear blue each Monday in April in observance of Child Abuse Prevention Month.

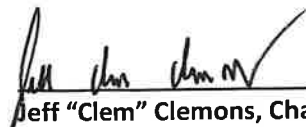
WHEREAS, The Cullman County Commission hereby proclaims the month of April to be **CHILD ABUSE PREVENTION MONTH**. Our commitment is to have healthy, happy children and to help eradicate child abuse in our community, and to support the efforts of Cullman Caring for Kids and all others who observe the importance to bring awareness of this tragic problem and to help make our community a stronger and more loving county where children will be able to grow and thrive without fear or harm.

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby proclaims the month of April 2022, to be

Child Abuse Prevention Month

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

This 15th day of March, 2022


Jeff "Clem" Clemons, Chairman


Kerry Watson, Associate Commissioner


Garry Marchman, Associate Commissioner

ATTEST:


Tiffany Merriman, County Clerk

2022 Division F Phase I Regional Hazard Mitigation Plan
Resolution of Adoption
Resolution 2022-32

WHEREAS, the Cullman County Commission recognizes the threat that natural hazards pose to people and property within the community; and

WHEREAS, the Cullman County Commission recognizes development and implementation of a hazard mitigation action plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, the Cullman County Commission in coordination with multiple jurisdictions in AEMA Division F have supported and participated in the preparation of the AEMA Division F Regional Hazard Mitigation Plan to fulfill the local mitigation planning requirement set forth in the Disaster Mitigation Act of 2000 with input from the appropriate local and state officials; and

WHEREAS, the Alabama Emergency Management Agency and the Federal Emergency Management Agency have reviewed the Division F Regional Hazard Mitigation Plan for compliance and has approved the plan pending the completion of local adoption procedures.

NOW THEREFORE, BE IT RESOLVED, that Cullman County Commission hereby adopts the 2022 AEMA Division F (Phase I) Regional Hazard Mitigation Plan as an official plan, and executes the actions identified.

ADOPTED, this 15th Day of March 2022 at the meeting of the Cullman County Commission.

BY:



Jeff Clemmons Commission Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

Attest:



Tiffany Merriman, County Clerk

RESOLUTION 2022-33

This Resolution is made this 15th day of **March, 2022** (the Effective Date)

by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement for **Brothers Concrete Supply, LLC** (the Company).

WHEREAS, the Company has announced plans for a (check one):

XX new project or major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of (check all that apply):

- X** all state and local noneducational ad valorem taxes,
- X** all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational ad valorem taxes (if applicable) be extended for a period of **10** years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the amended request of the Company and the completed amended application (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's amended application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve capital investment of **\$2,882,036**; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform or observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- X** all state and local noneducational ad valorem taxes,

X all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational ad valorem taxes (if applicable) shall extend for a period of **10** years measured as provided in Section 40-9B-3(h) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the **15th** day of **March, 2022**.

BY:  L. S.
Its: Chairman

ATTEST:



RESOLUTION NO. 2022-34

CULLMAN COUNTY COMMISSION


TO SECURE FINANCING FOR CAPITAL IMPROVEMENTS AT THE CULLMAN REGIONAL AIRPORT

WHEREAS, the Cullman County Commission has determined that approving capital improvements projects for the Cullman Regional Airport serves in the best interest of the Citizens of Cullman County;

WHEREAS, the Cullman Regional Airport has planned a 100' x 100' hangar, land purchases, and other capital projects; and

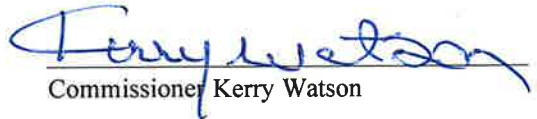
BE IT RESOLVED by the Cullman County Commission that County Administrator John Bullard is hereby authorized, with Cullman City Clerk Wesley Moore, to compile funding and financing options for these capital projects at the Cullman Regional Airport and present those findings to the Commission for consideration.

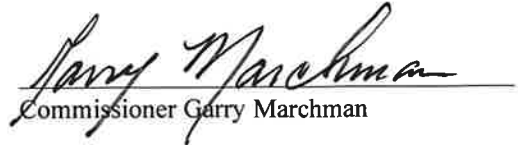
ADOPTED BY THE CULLMAN COUNTY COMMISSION this the 15th day of March, 2022.


Chairman Jeff Clemons

ATTEST:


County Clerk


Commissioner Kerry Watson


Commissioner Garry Marchman

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: **Cullman County Commission-CARTS**

The Applicant certifies to the applicable provisions of all categories: (check here) **X**.
place an X in the blank above

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Cybersecurity Certification for Rail Rolling Stock and Operations

20 Tribal Transit Programs

21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Cullman County Commission-CARTS

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature [Handwritten Signature] Date: **03/15/2022**

Name **Cullman County Commission-CARTS** Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): **Cullman County Commission-CARTS**

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature [Handwritten Signature: Emily Johnston] Date: **03/15/2022**

Name **Emily Johnston** Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

ALDOT Requests Signatures be made in Blue Ink.

State of Alabama)

County of Cullman)

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made and entered into on this the 1st day of March, 2022, by and between the **TOWN OF DODGE CITY** (hereinafter referred to as the "Lessor"); and the **CULLMAN COUNTY COMMISSION** (hereinafter referred to as "Lessee").

WITNESSETH:

NOW THEREFORE, in consideration of the monies agreed to be paid, and the mutual covenants, agreements and stipulation contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

PREMISES

Lessor does hereby let and release unto the Lessee the following described premises, situated, lying and being in Cullman County, Alabama, being more particularly described as follows:

PROPERTY ADDRESS: 130 Howard Circle, Hanceville, Alabama 35077

As further described in Exhibit "A" attached hereto, and shaded in pink, and by reference made a part hereof, containing approximately 1,000 square feet, hereinafter referred to as "Leased Premises."

Together with the right to use in common with Lessor, its employees, invitees, and customers, and Lessor's other tenants and their employees, invitees, and customers, the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the Leased Premises are located.

Lessee acknowledges that: (1) Lessee has inspected the Leased Premises and hereby accepts same in "as is" condition, and (2) Lessor has made no warranties and/or representations regarding the conditions of the Leased Premises.

The Leased Premises is subject to all existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the Leased Premises is situated.

TERM

To have and to hold said premises, together with all the improvements thereon unto the said Lessee for the term of Twelve (12) months, beginning on the 1st day of March, 2022, upon the terms and conditions and subject to the covenants, agreements and privileges herein provided unless sooner terminated pursuant to the terms and conditions provided for herein.

Any holding over after the expiration of the term hereof, or of any renewal, shall be construed to be a tenancy from month to month, at a monthly rental of One Hundred (\$100.00) and NO/100 Dollars.

RENTS

Lessee hereby covenants and agrees to pay to the Lessor, to be picked up by Lessor at 500 Second Avenue SW, Cullman, Alabama 35055 (Cullman County Commission Office), as rental for said premises, during the term of this Lease, and annual rental, payable monthly in advance, beginning on the first day of commencement of this Lease and continuing on the same day of each month thereafter for the entire term of this Lease as follows:

- a) Lessee agrees to pay the sum of One Hundred (\$100.00) and NO/100 Dollars per month as rent.
- b) The parties agree that such charges represent a fair and reasonable estimate of the costs.

POSSESSION

If for any reason Lessor fails to deliver the Leased Premises to Lessee ready for occupancy on the Commencement Date, this Lease shall remain in full force and effect and Lessor shall have no liability to Lessee due to delay in occupancy and rent shall commence when the Leased Premises is ready to occupy. In addition, the Term provided herein shall be proportionately extended for an additional period of time to the end so that this Lease shall provide for the full term as herein provided

AUTHORIZED OCCUPANTS and USE

Lessee shall have the right to use or permit the use of said premises for services extended to Cullman County Citizens.

Lessee shall comply with all present and future laws or ordinances applicable to the Leased Premises and shall not commit or suffer waste on the premises, or use or permit anything on the premises which may be illegal, or constitute a private or public nuisance, or conflict with the cost of any of the Lessor's fire and extended coverage insurance.

The names of all persons permitted to occupy the Leased Premises are:

Cullman County Citizens, its elected and appointed officials, employees or authorized agents, licensees, or their insurers

CONDITION OF LEASED PREMISES

This Lease is made upon the following terms, conditions and covenants: Lessor covenants to keep Lessee in possession of the Leased Premises during the term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of Lessee to obtain possession thereof provided Lessor shall exercise commercially reasonable due diligence and effort to place Lessee in possession. Nothing contained herein shall be construed as a warranty that the Leased Premises are in good condition or fit or suitable for the use or purpose for which they are let. Neither Lessor nor its agent has made any representations or promises with respect to physical condition in which the same now exists and acknowledges that the Leased Premises are suitable for the use intended by Lessee.

NUISANCE

Lessee agrees that it shall not engage in or permit its employees or licensees to engage in any conduct on the Leased Premises that would constitute a nuisance or otherwise unreasonably interfere with the leasing or quiet enjoyment of any third party located adjacent to the Leased Premises.

OUTSIDE AREAS

Lessor agrees to keep the Leased Premises and adjacent grounds including, walkways and steps, if any, free and clear of all cans, bottles, fragments, debris, trash, and any other items not specifically allowed hereunder. Lessor agrees to keep the sidewalks, steps, curbs and gutters in front thereof or adjacent thereto clean and free from snow, ice, debris, or other hazardous materials or obstructions and will indemnify, defend and hold Lessee harmless from all damages or claims arising out of Lessor's failure to do so.

REPAIRS, MAINTENANCE, and CHANGES BY LESSEE

The Lessor shall make all necessary repairs to the interior of the Leased Premises, including window and plate glass and the fixtures and equipment therein or used in connection therewith, including the maintenance of all fixtures and equipment located within the Leased Premises, which repairs shall be in quality and class equal to original work, in order to maintain said premises, fixtures, and equipment in good condition and repair.

Lessee shall not make or permit to be made any alterations, additions, improvements or changes in the Leased Premises without first obtaining the written consent of Lessor. The

consent to a particular alternation, addition, improvement or change shall not be deemed consent to or waiver of a restriction against alterations, additions, improvements or changes for the future.

***REMOVAL OF PERSONAL PROPERTY
and RETURN OF PREMISES***

At the termination of the lease, the Lessee is permitted to remove from the Leased Premises, all of the personal property placed thereon by the Lessee. The Lessee further agrees that at the termination of the Lease or whenever they shall vacate the premises, they will leave the premises in the same condition as it was when first occupied by the Lessee.

TAXES and UTILITIES

Lessor shall make available the means necessary for the furnishing of hot and cold running water and the furnishing of heating and cooling for the leased premises. Lessor shall be responsible for the payment of utility services. Lessee shall be responsible for the payment of telephone and internet service.

JANITORIAL SERVICES

Lessee agrees to keep all rubbish and garbage in containers while on the Leased Premises. It shall be Lessee's responsibility that rubbish and garbage be placed for weekly removal. Lessee shall perform or provide for all of Lessee's janitorial services required on the Leased Premises.

DAMAGE TO LESSEE'S PROPERTY OR PREMISES

The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage to the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft. The Lessor or its agents shall not be liable for loss or interruption to business resulting from fire, explosion, falling plaster, steam, electricity, water, rain, snow, or, leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place or by dampness; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection shall apply if such loss, injury, or damage is proximately caused by the gross negligence or breach by the Lessor, its agents, employees, or independent contractor.

DAMAGE OR DESTRUCTION TO PREMISES

If the Leased Premises, or any portion thereof, shall be damaged during the term by fire or any casualty insurable under the standard fire and extended coverage insurance policies, but

are not wholly untenable, the Lessor shall repair and/or rebuild the same as promptly as possible, provided that the proceeds from Lessor's insurance policies are available to Lessor. The Lessor shall not be required to repair or rebuild any fixtures, installations, improvements, or leasehold improvements made to the interior of the Leased Premises by Lessee, nor Lessee's exterior signs. Such repairs and/or replacements are to be made by Lessee. In such event, the Lease shall not terminate, but shall remain in full force and effect, and a proportionate reductions in the fixed minimum monthly rental shall be made from the time of such fire or casualty until said premises are repaired or restored, except (i) if the Lessee can use and occupy the Leased Premises without substantial inconvenience; or (ii) if said repairs are delayed at the request or by reason of any act on the part of the Lessee which prevents or delays the repair of said premises by Lessor, there shall be no reduction in rental while said premises are being repaired, not for any period of delay caused by or requested by Lessee. Lessor's obligation to repair shall be subject to any delays from labor troubles, material shortages, insurance claim negotiations, or any other causes, whether similar or dissimilar to the foregoing, beyond Lessor's control.

If the Leased Premises are rendered wholly untenable by fire or other cause, or if the Leased Premises or the building in which they are located should be damaged or destroyed by fire or other casualty, to the extent of Fifty (50%) percent or more of the monetary value of either thereof, whether the Leased Premises themselves be damaged or not, or so that Fifty (50%) percent or more of the floor space contained in either thereof shall be rendered untenable, then, and in that event, Lessor may, at its option, terminate this Lease or elect to repair or rebuild the same. If, as a result of any damage either to the Leased Premises or to the building of which they are a part, the Lessor determines to demolish or rebuild the premises, or the building of which they are a part, then, and in any such event, the Lessor may also terminate this Lease. In any of the foregoing instances, the Lessor shall notify the Lessee as to its election within Sixty (60) days after the casualty in questions. If the Lessor elects to terminate this Lease, then the same shall terminate three (3) days after such notice is given, and the Lessee shall immediately vacate the Leased Premises and surrender the same to the Lessor, paying the rent to the time of such vacation and surrender, subject to an equitable abatement from the time of said damage. If the Lessor does not elect to terminate this Lease, the Lessor shall repair and/or rebuild the Leased Premises as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until said premises are repaired or restored.

AUTHORIZED USE of PREMISES

Lessee shall not use the Leased Premises for any unlawful purpose and shall during the occupancy thereof comply with all Federal, State and Local laws, ordinances and regulations affecting said property.

DEFAULT

If the Lessee shall, at any time, be in default of the payment of either rent or any payments required of Lessee hereunder of any part thereof, for more than Thirty (30) days after the same shall be due hereunder, and if Ten (10) days after written notice to Lessee of such default, or if Lessee shall be in default of any of the other covenants and conditions of this Lease to be kept, observed, and performed by Lessee for more than Thirty (30) days after the giving of Ten (10) days written notice by the Lessor to the Lessee of such default, or if Lessee shall vacate or abandon the premises, or fail to take possession of the premises and actively operate its business therein, or if Lessee shall be adjudged bankrupt, or if a receiver or trustee shall be appointed and shall not be discharged within Thirty (30) days from the date of such appointment, then and in any such event the Lessor may re-enter the Leased Premises by summary proceedings or otherwise, and thereupon may expel all persons and remove all property therefrom, without becoming liable to prosecution therefor, and may, among other remedies, elect:

- (i) To relet said premises as the agent of the Lessee, and reserve the rent therefrom, applying the same first to the payment of the reasonable expense of such re-entry, and then to the payment of the rent accruing hereunder, but whether or not the Leased Premises are relet, the Lessee shall remain liable for the equivalent of all rent and other charges provided for under this Lease, plus the cost of reletting, if any, which said amount shall be due and payable to the Lessor as damages, or rent, as the case may be, on the successive monthly rent days hereinabove provided; or
- (ii) To terminate this Lease and immediately resume possession of the Leased Premises, wholly discharged from any obligations under the term of this lease, and may re-enter and repossess said premises, free from any and all claims on the part of the Lessee. Termination of the Lease does not discharge or in any way affect Lessee's obligations to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.

ABANDONMENT of PROPERTY

Upon the termination of this lease by lapse of time, forfeiture, breach of condition, vacancy for more than fourteen (14) days without giving notice to Lessor within five (5) days of the beginning of the vacancy, or in any other way, Lessee covenants to surrender to Lessor the quiet and peaceful possession of the leased premises. Lessor has no duty or obligation to store or protect Lessee's personal property when abandonment has occurred.

SUBLETTING and ASSIGNING

Lessee shall not sublet any portion of the Leased Premises or assign this Lease in whole or in part without first receiving the written consent of the Lessor as to both the terms of such

assignment or sublease and the identity of such assignee or sublessee, which consent shall not unreasonably be withheld, and in the event of a subletting so approved by Lessor, Lessee shall nevertheless remain obligated to Lessor under the terms of this Lease Agreement.

QUIET ENJOYMENT

The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises hereby leased, for the term aforesaid; subject, however, to the terms of this Lease, any mortgage, or other instruments now or hereafter created by the Lessor.

MEMORANDUM OF LEASE

The parties agree that they will not record this Lease unless required in any litigation.

RIGHT of INSPECTION

The Lessor will permit Lessor, its agents, employees, and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provisions of this Lease.

NOTICE

All notices to be given under this Lease shall be in writing and shall either be served by certified mail, return receipt requested. Notices to Lessor shall be sent to the address set forth in the preamble hereof or such other address as the Lessor may specify in writing notice to Lessee.

To Lessor: Town of Dodge City
130 Howard Circle
Hanceville, Alabama 35077

To Lessee: Cullman County Commission
500 2nd Avenue, S.W.
Cullman, Alabama 35055

With a copy to: Cullman County Commission
Attn: County Attorney
500 2nd Avenue, S.W.
Cullman, Alabama 35055

CAPTIONS

The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease.

APPLICABLE LAW

This Lease shall be governed by and construed under the Laws of the State of Alabama. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

NONWAIVER

The failure of Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by Lessor.

SUCCESSORS

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns; and shall be binding upon Lessee, its heirs, executors, administrators, successors, and assigns; and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor.

AMENDMENT IN WRITING

This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

COPIES

This Lease may be executed in multiple copies, any one of which may be considered and used as an original.

IN WITNESS WHEREOF, the parties have hereto executed this instrument on the ^{15th} day of March, 2022.

Vicki Ogletree
WITNESS

Anthony Todd
TOWN OF DODGE CITY

BY: Anthony Todd

ITS: Mayor

Jiffany Meminger
WITNESS

Jeff Clemons
CULLMAN COUNTY COMMISSION

BY: Jeff "Clem" Clemons

ITS: Chairman

Alabama Department of Public Health

Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

The Federal Funding Accountability and Transparency Act (FFATA) requires a system to allow prime grant award and prime contract recipients to report sub-award activity and executive compensation. The FFATA Subaward Reporting System – FSRs.gov – is the system that allows grant award and contract award recipients to electronically report their sub-award activity. Pursuant to 2 CFR Appendix A to Part 170 - Award Term (as defined in 2 CFR 170.320), and in compliance with the FFATA Subaward Reporting System (FSRS) reporting requirements, the Alabama Department of Public Health (ADPH) must capture and report sub-award and executive compensation data regarding its first-tier sub-awards that obligate an amount equal to or more than \$30,000 in Federal funds.

Effective Date of Agreement: 2/01/2022
 Award Description/Title: ELC Detection & Mitigation of COVID-19 in Confinement Facilities
 Legal Name of Entity Completing Form: Cullman County Commission
 Entity's Unique Entity Identifier (UEI) Number (twelve digits): J8QMAA1TCUK3 <https://sam.gov>
 Entity's Business Address: 500 2nd Avenue SW Room 105
 City, State, Zip: Cullman, AL 35055
 Entity's Fiscal Year End: (i.e., September 30) September 30

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this UEI Number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES NO If yes, answer next question. If no, stop here and sign form and return to ADPH

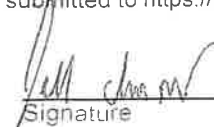
Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI Number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES NO If no, complete the following. If yes, stop here and sign form and return to ADPH

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

I certify, on behalf of the above-referenced Legal Entity that the information provided in response to this information request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of the Legal Entity. Last, I certify that I am fully aware that the information provided in response to this Information Request will be submitted to <https://www.fsr.gov/> and may be made public.


 Signature
Jeff Clemons
 Typed Name of Signature

CHAIRMAN
 Title
 Date

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
OWNER AND ENGINEER

Cullman Regional Airport

This agreement is dated March 15, 2022, and is between the City of Cullman, Alabama and Cullman County, Alabama (“OWNER”) and Goodwyn Mills Cawood, LLC (“ENGINEER”).

The OWNER is in need of professional engineering and planning services; and the ENGINEER is desirous of providing the professional engineering and planning services on behalf of the OWNER.

OWNER agrees to employ the ENGINEER for the engineering and other professional services as described herein for the following project:

Taxilane Pavement Maintenance. This project shall consist of the pavement maintenance of T-hangar Taxilanes including crack seal, seal coat, and pavement markings for the ALDOT Aeronautics Bureau pavement maintenance project. The pavements included in this contract are more specifically defined as THANG01-01 and THANG01-02 on the attached sketch.

The following attachments are hereby incorporated into this agreement by reference:

- Attachment A – General Provisions
- Attachment B – Professional Services Summary
- Attachment C – Hourly Breakdown
- Attachment D - Plan Sheet List
- Attachment E – Additional Services
- Figure B2A - Sketch
- General Provisions

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties therefore agree as follows:

A. FEES

The total cost of this contract is **\$37,628.**

<u>SCHEDULE OF FEES</u>	<u>FEE</u>	
Project Development and Design Phase	\$ 12,889	Lump Sum
Bid Phase	\$ 3,687	Lump Sum
Construction Phase	\$ 7,928	Lump Sum
<u>Project Inspection</u>	<u>\$ 13,124</u>	<u>Estimated Fee</u>
Estimated Professional Services Fee:	\$ 37,628	

The OWNER shall pay the ENGINEER for engineering services in accordance with the attached General Provisions, Scope and the Schedule of Fees.

ENGINEER shall submit statements on a monthly basis.

B. BASIC SERVICES

ENGINEER shall furnish and perform engineering and other professional services for the preliminary, design, bid and construction phases as described in the General Provisions attached hereto and made a part hereof for the engineering project described herein, plus other work as authorized by the OWNER.

C. ADDITIONAL SERVICES

The cost for Additional Services as outlined in Section II of the General Provisions shall be determined by applying the appropriate hourly rate to ENGINEER'S actual man-hour effort based on the individual's actual pay rate at the time the work is performed. ENGINEER shall be reimbursed the employee's actual rate times the approved overhead rate times 10 percent profit. The ENGINEER's current approved Alabama Department of Transportation multiplier is included in the attached fee proposal.

ENGINEER shall invoice all outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., at the amount of the subcontractor's statement plus a 5% subconsultant management fee.

ENGINEER shall invoice other expenses that are properly chargeable as follows:

- a. Travel by private vehicle at 58.5 cents per mile.
- b. In-house printing, reproduction, photography, and computer service charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

The estimated costs for the items of work included in the Additional Services estimates based on information currently available to the ENGINEER, including average employee rates and projected construction time. These costs are provided for budgetary purposes. Actual costs will be billed as described herein. ENGINEER shall obtain prior approval for costs that exceed those estimated herein.

D. FUNDING. The Parties agree that in the event funds are not made available Alabama Department of Transportation in support of this project, the OWNER will assume full responsibility for cost incurred.

E. MODIFICATION. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

F. GOVERNING LAW. The laws of the State of Alabama govern all matters arising under this agreement.

G. SCOPE OF AGREEMENT. This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto.

The parties are signing this agreement on the date first stated in the introductory clause.

CITY OF CULLMAN, ALABAMA

CULLMAN COUNTY, ALABAMA

By: _____

Woody Jacobs

Title: _____

Mayor

By: _____

Jeff Clemons

Title: _____

Chairman

GOODWYN MILLS CAWOOD, LLC

By: _____

Natalie Hobbs

Title: _____

Sr Airport Engineer, Aviation

GENERAL PROVISIONS

These General Provisions are attached and made a part of the agreement between OWNER and ENGINEER.

For the scope of work described in the agreement, ENGINEER shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical and electrical engineering services, planning services and customary architectural services incidental thereto. These services when performed in accordance with acceptable engineering and planning practice shall be the limits of the ENGINEER'S responsibility under the Agreement.

SECTION I – PROFESSIONAL SERVICES

The professional services will include the following elements of work:

1. PROJECT DEVELOPMENT AND DESIGN PHASE: ENGINEER shall:
 - 1.1. Consult with OWNER and state government agency as necessary to clarify and define the requirements for the project and review available data.
 - 1.2. Prepare preapplications for state assistance grants for funding of the project.
 - 1.3. Assist the OWNER in preparation of application for state assistance and prepare OWNER'S applications for partial and final payment for submission to agency.
 - 1.4. Prepare detailed plans, specifications and contract documents according to current FAA Advisory Circulars.
 - 1.5. Submit appropriate documents to OWNER and state agency for necessary approvals and permits.
 - 1.6. Submit 100% plans and specifications to ALDOT for review.
 - 1.7. Submit 7460 to FAA.
2. BID PHASE: ENGINEER shall:
 - 2.1. Provide copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by the ENGINEER.
 - 2.2. Answer questions submitted during the bidding process. Issue addenda as required.
 - 2.3. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts.

- 2.4. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications and provide one bound set each to ALDOT and the OWNER.
3. CONSTRUCTION PHASE: During the Construction Phase, ENGINEER shall:
 - 3.1. Assist the OWNER in preparation of formal contract documents for the award of construction contracts.
 - 3.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
 - 3.3. Review shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements.
 - 3.4. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
 - 3.5. Check and certify the accuracy of partial and final payment due to contractors based upon the completed work.
 - 3.6. Compute final quantities of work completed by contractors on the project.
 - 3.7. Make a final inspection with OWNER and government representatives and provide a final inspection report.
 - 3.8. Prepare close-out documents and provide to ALDOT and OWNER.
 4. EXCLUDED ITEMS: The following items are not included in this contract:
 - 4.1. Full time resident project representation
 - 4.2. Geotechnical investigation
 - 4.3. Topographic survey

SECTION II - ADDITIONAL SERVICES

The ENGINEER shall perform such additional services as required by the OWNER to complete the project.

- A. Project Inspection of construction as required by the OWNER.

When the ENGINEER is requested to provide additional services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Additional services which may be requested may include, but are not necessarily limited to the following:

- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Soils and Material Investigations and Construction Testing including test borings, laboratory testing of soils and materials, related analyses and recommendations.
- D. Environmental Services required for ADEM permit and Construction Best Management Plan.
- E. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- F. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- G. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- H. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- I. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- J. Preparation of updates to the Airport Layout Plan as directed by the OWNER.

SECTION III - RESPONSIBILITIES OF THE OWNER

- A. OWNER shall provide all criteria and full information as to OWNER'S requirements for the Project; designate a person in writing to act with authority on OWNER'S behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER'S submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.

B. OWNER shall also do the following and pay all costs incident thereto:

1. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
2. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.
3. Provide for legal representation for defense of its officers, directors, employees, agents and other representatives who are parties to this Agreement against any claim or suit brought by any third party for any negligent omission of the owner.
4. Provide field control surveys and fix reference points and base lines.
5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

C. OWNER shall pay all costs incidental to obtaining bids or proposals from contractor(s).

SECTION IV - METHOD OF PAYMENT

The ENGINEER'S compensation for the work described herein shall be based upon the schedule of fees described in the basic agreement.

A. Basic Services

1. Partial payments for basic services shall be made monthly to the ENGINEER by the OWNER upon receipt of invoices which shall be based upon percentages of completion on the date of invoicing.

B. Additional Services

1. Basis of Compensation:
 - a. The OWNER will pay the ENGINEER for additional services performed by personnel of the ENGINEER as established in the contract Schedule of Fees.
2. Terms and Conditions: The basis of compensation described above is based upon the following conditions:
 - a. Time charged to the project by engineering personnel will include the time that the applicable employees are engaged in actual work on the project at the ENGINEER'S office, at the site of the project, or in travel status in connection with the project.
 - b. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the project.

- c. Charges will not be made to the project during periods of sickness, vacation or at any other times when personnel are not gainfully employed on the work.
 - d. Payment for all time worked by the Project Inspector(s) shall be made as an Additional Service in accordance with Section C, Additional Services. Project Inspector(s) services shall begin with the date of the Notice to Proceed and extend through final release by the OWNER except during periods of contract stop orders when the Project Inspector (s) Services shall be suspended, unless otherwise instructed by the OWNER.
3. Payment Schedule:
- a. Invoices shall be submitted at monthly intervals to the OWNER.

SECTION V - MISCELLANEOUS PROVISIONS

- A. Statements of probable construction cost: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the statements of probable construction cost provided are to be made on the basis of his experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction cost.
- B. Extra Work: The OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the project or its design, but not necessarily limited to, changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate or alternate bids, when such revisions are due to causes beyond the ENGINEER'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section C, Additional Services.
- C. Reuse of Documents: All documents including drawings and specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written consent by or adaptation of by ENGINEER for the specific purposes intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Agreement at the cost of reproduction.
- D. Responsibility of Engineer:
 - 1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and

other services furnished by the ENGINEER under this agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

2. Approval by the OWNER of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.
3. To the fullest extent permitted by law, OWNER shall defend, indemnify, and hold harmless ENGINEER, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of OWNER, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.
4. The ENGINEER is not responsible under this contract to audit Contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety engineer, or for the safety of the CONTRACTOR'S personnel, or to guarantee the CONTRACTOR'S workmanship, or to enforce governmental clauses made part of the construction contract as a consideration of the OWNER receiving governmental loans and grants.

E. Termination:

1. This Agreement may be terminated in whole or part in writing by either party in the event of a material failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience provided the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
3. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports estimates, summaries, and such

other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

4. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered and expenses incurred prior to the termination, as well as reasonable costs following termination incurred by the ENGINEER relating to commitments which had become firm prior to the termination. If termination of the Agreement occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If the Agreement is terminated by the OWNER for default of the ENGINEER the amount due the ENGINEER may be adjusted to the extent of any additional costs incurred by the OWNER as a result of the ENGINEER's default.

F. Remedies

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.

SECTION VI - FEDERAL PROVISIONS

The following federal statutes and regulations mandating certain contract provisions are incorporated herein by reference. Certain provisions are set forth below in the text of this Agreement to comply with the federal statutes and regulations referenced in the below table. In the event of the omission of any language required by the referenced federal statutes or regulations, or in the event of a conflict between the textual provisions set forth in this Agreement and the requirements of the referenced federal statutes or regulations, this Agreement shall be deemed to incorporate any required language in the federal statutes or regulations and any conflicts shall be resolved in favor of the language required by the federal statutes or regulations.

- A. Civil Rights – General. The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision binds the ENGINEER and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- B. Civil Rights – Title VI Assurance. During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

Prepared For: Cullman County, AL
Waldrep, Randy

Date 03/15/2022
AE/AM WCB/JD8

Unit #

Year 2022 Make Ford Model F-150
Series XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB

Vehicle Order Type In-Stock Term 24 State AL Customer# 614574

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

Order Information

Driver Name TBD
Exterior Color (0 P) Oxford White
Interior Color (0 I) Black w/Medium Dark Slate w/Vinyl 40/20
Lic. Plate Type Government
GVWR 0

5X

Initial AB

\$ 35,524.00	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
\$ 140.00	Other: (See Page 2)
\$ 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)

\$ 35,664.00	Total Capitalized Amount (Delivered Price)
\$ 748.94	Depreciation Reserve @ <u>2.1000%</u>
\$ 177.26	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 926.20 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

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

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

\$ 0.00 Additional Services SubTotal

\$ 0.00	Lease/Rental Tax <u>3.0000%</u>
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\$ 926.20 Total Monthly Rental Including Additional Services

\$ 17,689.44	Reduced Book Value at <u>24</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0450</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

State AL

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 *[Signature]*

TITLE *Chairman*

DATE *3/15/22*

* 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.

Other Totals

Description	(B)illed or (C)apped	Price
NVA Fee	C	\$ 140.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 140.00
Other Charges Total		\$ 140.00

VEHICLE INFORMATION:

2022 Ford F-150 XL 4x4 SuperCrew Cab 6.5 ft. box 157 in. WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,719	\$43,685.00
Total Options	\$-150.00	\$205.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$43,264.00	\$45,585.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
 Interior: AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
157WB	157" Wheelbase	STD	STD
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53B	Class IV Trailer Hitch Receiver	\$186.00	\$205.00
64C	Wheels: 17" Silver Steel	Included	Included
995	Engine: 5.0L V8	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
DLR2	Dealer Adjustment	\$-336.00	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,150 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
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
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 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
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
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
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid 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 and rear 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: Safety Canopy System 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: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac with Curve Control electronic stability stability control with anti-roll
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 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



3240 Leeman Ferry Rd.
Huntsville, AL 35801
P (256) 895-6003
F (256) 895-0036

6205 AL Hwy. 69
Guntersville, AL 35976
P (256) 571-9612
F (256) 571-9614

1501B County Park Road
Scottsboro, AL 35769
P (256) 574-2300
F (256) 571-9614

102 Oxmoor Rd. STE. 118
Birmingham, AL 35209
P (205) 856-9925
F (205) 856-3694

Maintenance Agreement

Account Name: Cullman County Revenue
Commission

Agreement Created Date: 6/30/2021 1:01:11 PM

Prepared By: Israel Gomez

Contract Type: SMALL

Prepared For: Barry Willingham

Begin Date: 03/01/2022

PO Number:

End Date: 02/28/2023

Base Cycle: Monthly

Overage Cycle: Quarterly

Shipping and Billing Information

Ship To: 500 2nd Avenue SW
Cullman, AL, 35055

Bill To: P.O. Box 2220
Cullman, AL, 35055

Name: Darla West

Name:

Phone: 256-734-4847

Phone:

Email: dwest@co.cullman.al.us

Email:

Maintenance Contact: Darla West Email: dwest@co.cullman.al.us Phone: 256-734-4847

Accepted By: 

Title: Chairman

Date: 3/15/22

Maintenance Definitions

1. CPC – Cost Per Copy – Includes toner, parts & labor. Excludes staples, paper, and network support
2. SMAALL – Structured Maintenance – Includes toner, parts, & labor. Excludes staples, paper & network support.
3. SMALABOR – Structured Maintenance – Includes labor only.
4. SMAP&L – Structured Maintenance – Includes parts & labor, Excludes M.K., supplies, staples, paper, & network support.
5. SMAP&LMK – Structured Maintenance – Includes parts, labor & M.K. Excludes supplies, staples, paper & network support.

Model	AMK#	Serial #	Mono Covered Copies	Mono Overage Rate	Mono Begin Meter	Color Covered Copies	Color Overage Rate	Color Begin Meter	Payment
M5255			35,000	\$0.0121		0.00000	\$0.0000		\$423.50



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F (256) 571-9614

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Scottsboro, AL 35769
P (256) 574-2300
F (256) 571-9614

102 Oxmoor Rd. STE. 118
Birmingham, AL 35209
P (205) 856-9925
F (205) 856-3694

PAYMENT TERMS: Ameritek Document Solutions payment terms are Net 20 Days from date of invoice. Ameritek Document Solutions reserves the right to charge 1.75% per month on all account balances past due. Prices are subject to change.

TONER BILLING: We require a meter reading and ID# and/or serial number when toner is ordered. Toner included in any applicable maintenance agreement and excessive copies agreement is based upon manufacturer's stated yields and are subject to change. Toner requests exceeding these yields will be billed to the customer. **A three business day notice is required for toner orders. If expedite is requested, additional charges may be incurred. Toner shipments are subject to shipping and handling charges. Clients responsible for supplying meter readings at Ameritek Document Solutions' request. If readings are not supplied, Ameritek Document Solutions reserves the right to estimate readings for billing purposes. If readings are not supplied for 2 consecutive months, Ameritek Document Solutions reserves the right to send someone to client's premises to obtain an actual reading and client may be billed for this service call. Client agrees to allow Ameritek Document Solutions to install software on client's network to obtain meter readings, supply levels and service alerts (at the discretion of Ameritek Document Solutions).

JL
Initial

CONTRACT RENEWAL: This agreement is for a month period from begin date and will automatically renew for an additional year upon expiration at the same rate or greater, unless written notice is provided to Ameritek Document Solutions within 30 days of the renewal date. Ameritek Document Solutions reserves the right to review and append and/or increase the contract as needed on an annual basis (up to 10% annually). If excessive usage and wear and tear on the equipment is determined, prices are subject to change at any time.

JL
Initial

TERMINATION / DEFAULT: If payments are past due, Ameritek Documents Solutions may suspend all services and supplies until payments are made. In the event of a default, Ameritek Document Solutions may terminate agreement without notice. Client remains obligated to pay all unpaid invoices accrued through and including the final billing payment period. Default occurs when client fails to fulfill or abide by any of the obligations or terms under this agreement including non-payment of invoices. All unused toner and supplies in possession of the customer at the time of contract termination must be returned to Ameritek Document Solutions in useable condition. If customer uses toner in covered equipment purchased from any other vendor, this contract can be immediately canceled by Ameritek Document Solutions and damage caused by the use of the toner can be billed to the client. Client is further responsible for providing a final meter reading to Ameritek Document Solutions and is obligated to pay the final meter due invoice.

NETWORK SUPPORT: No network support is included in this agreement. Network support is available on a separate contract (Connectivity Support Agreement) and is charged over and above the equipment maintenance agreement. An equipment maintenance agreement must be in place before a Connectivity Support Agreement can be added. The Network Support Agreement supports printing, scanning, and faxing functions as it relates to covered equipment only.

JL
Initial

EXCLUDED FROM THESE AGREEMENTS:

- Paper or the reliable use of said equipment utilizing paper weights, staples & qualities not recommended by the manufacturer,
- Damage to the equipment caused by unauthorized repairs, alterations, relocation, reinstallation or vandalism or damage caused by floods, earthquakes, fire, acts of God or any acts of war. Moves must be completed by Ameritek Document Solutions.
- Service calls after normal working hours (8-5 CST, Monday through Friday, company holidays excluded) are not included in this agreement. Emergency, after-hours rates would apply to work performed outside of these hours.
- Photoreceptor / Drum replacement damage due to nicks, fingerprints, scratches caused by staples, paper clips, unauthorized repairs, or tampering. If damage is determined by any of the above it will be replaced at customer's expense plus labor.

Customer Initials JL

[Signature]
Accepted By

Chairman
Title

3/15/22
Date

**Declined By

Title

Date

** By signing 'declined by' I acknowledge that I do not wish to take any maintenance plan and understand that repair service will be billed at a rate of \$109/hour and network support service will be billed at a rate of \$135/hour. I further acknowledge that I am authorized to sign legally binding documents on behalf of my company.

Ameritek Document Solutions Office Approval: _____



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)	
CULLMAN COUNTY COMMISSION 500 2ND AVE S W, RM 105 CULLMAN, AL 35055	
TAX ID NO. (EIN): XXX-XX-1496	
PHONE NUMBER (256) 775-4878	EMAIL ADDRESS Ginger@co.cullman.al.us
PURCHASER NAME AND ADDRESS (Second Signer)	
CULLMAN COUNTY COMMISSION 6451 COUNTY ROAD 490 HANCEVILLE, AL 35077	

DEALER NAME AND ADDRESS			
DEALER NAME Warrior Tractor & Equipment Company, Inc.			Dealer Account No.: 058619
STREET or RR 4308 Water Trail			
CITY Graysville	STATE AL	ZIP CODE 35073	Date of Order: 03/11/2022
TYPE OF SALE: CASH	SALE TERMS: CASH SALE_ PAYMENT DUE UPON RECEIPT		
PURCHASER TYPE: 4-COUNTY GOVERNMENT		MARKET USE CODE: 40-EARTHMOVING, NON-RESIDENTIAL	
Add purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		CUSTOMER PURCHASE ORDER NO.: PO# 222309	

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected _____ (Initials)	LOCATION OF FIRST WORKING USE: County CULLMAN City _____	STATE ALABAMA	COUNTY CODE 043
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QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2022 JOHN DEERE 325G COMPACT TRACK LOADER	2.0	FACTORY ORDER	\$60,252.13
					FACTORY FREIGHT & CUSTOMER DELIVERY			1,400.00
					PDI & INSTALLATIONS			1,250.00
1					SOLESBEE 60 IN. SSL FORKS			1,460.00
					USING SOURCEWELL DISCOUNTS ID# 98105			
					JOHN DEERE 24 MONTHS OR 2,000 HOURS (WHICHEVER OCCURS FIRST) FULL MACHINE STANDARD WARRANTY			
					JOHN DEERE EXTENDED POWERTRAIN & HYDRAULIC WARRANTY 5 YEARS OR 3,000 HOURS - WICHEVER OCCURS FIRST			1,506.00
							(1) TOTAL CASH PRICE	\$65,868.13

QTY	TRADE-IN (Model, Size, Description)	PIN or Serial Number	Amount

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.	(2) TOTAL TRADE-IN ALLOWANCE	\$0.00
	(3) BALANCE (1-2)	\$65,868.13
	(4) SALES TAX RATE 0.000%	
	(5) ADDITIONAL FEES	
	(6) SUBTOTAL (3 & 4 & 5)	\$65,868.13
	(7) RENTAL APPLIED	
	(8) CASH WITH ORDER	0.00
	(9) BALANCE DUE (6-(7 & 8))	\$65,868.13

DISCLOSURE OF REGULATION APPLICABILITY:

When operated in California, any off-road diesel vehicle may be subjected to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE:

The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT:

Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Deere Standard Warranty, Version 8.0 or Hitachi Standard Warranty, Version 7.0 (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) CULLMAN COUNTY COMMISSION

Signature 

Date 3/22/22

Purchaser (Second Signer) _____

Signature _____

Date _____

Dealer Representative GENE R TAYLOR

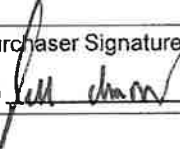
Signature _____

Date _____

Salesperson KIP PATTERSON

Signature _____

Date _____

DELIVERY ACKNOWLEDGMENT	Delivered with Operator's Manual On:	Purchaser Signature: (X) <u></u>
-------------------------	--------------------------------------	---

**BRYAN
CHEATWOOD**
County Engineer

bhcatwood@co.cullman.al.us



JON BRUNNER
Assistant Engineer

jbnmncr@co.cullman.al.us

Cullman County Engineering Department

2883 Highway 69 North - Cullman, AL 35058

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

March 9, 2022

Proposed considerations for upcoming Commission meeting on March 15th, 2022.

- Proposed plat Priscilla subdivision. A minor subdivision containing 3 Lots located off County Road 1725 and County Road 1721.

BID TABULATION FOR BID #1376 PROJECT # CCP-22-26-22

CONTRACTOR	BID PRICE
WIREGRASS CONSTRUCTION	\$3,770,000.00
BOUNT CONSTRUCTION	\$3,796,296.19
CHILTON CONTRACTORS	\$3,858,299.02



**CULLMAN COUNTY COMMISSION
ROAD DEPARTMENT**

PROJECT NO. CCP 22-26-22

BID NO. 1376

BID SCHEDULE

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	COST
303A-000 RECONSTRUCTED BASE COURSE, 6" COMPACTED THICKNESS	325498	SY	3.00	976,494.00
401B-120 BITUMINOUS SURFACE TREATMENT KJG	325498	SY	7.70	2,506,334.60
701A-235 SOLID YELLOW, CL2, TYP A TRAFFIC STRIPE	57	MI	3,516.00	200,412.00
600A-000 MOBILIZATION	1.00	LS	86,759.40	86,759.40
698A-000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$	1.00	LS	0.00	0.00

\$3,770,000.00

TOTAL COST

NOTE: SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR COMPLETION OF ALL SUBCONTRACTED ITEMS TO MEET REFERENCED SPECIFICATIONS

**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


Authorized Representative Signature

Authorized Representative John G Walker

Company Name Wiregrass Construction

Address 6200 Stringfield Rd NW Huntsville, AL 35806

Address _____

Phone 256-533-4727



**CULLMAN COUNTY COMMISSION
ROAD DEPARTMENT**

PROJECT NO. CCP 22-26-22

BID NO. 1376

BID SCHEDULE

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	COST
303A-000 RECONSTRUCTED BASE COURSE, 6" COMPACTED THICKNESS	325498	SY	2.40	781,195.20
401B-120 BITUMINOUS SURFACE TREATMENT K/G	325498	SY	7.75	2,522,604.50
701A-235 SOLID YELLOW, C.I.Z. TYP A TRAFFIC STRIPE	57	MI	4,625.00	263,625.00
690A-000 MOBILIZATION	1.00	LS	228,866.44	228,866.44
692A-000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$	1.00	LS	0.00	0.00

TOTAL COST

3,796,291.14

NOTE: SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR COMPLETION OF ALL SUBCONTRACTED ITEMS TO MEET REFERENCED SPECIFICATIONS

**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

Blount P.

Authorized Representative Signature

Authorized Representative Bob Cathcart, President

Company Name Blount Construction Company, Inc.

Address 1730 Sands Place

Address Marietta, GA 30067

Phone 770-541-7333



CULLMAN COUNTY COMMISSION
ROAD DEPARTMENT

PROJECT NO. CCP 22-26-22

BID NO. 1376

BID SCHEDULE

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	COST
303A-000 RECONSTRUCTED BASE COURSE, 6" COMPACTED THICKNESS	325498	SY	\$ 2.92	\$ 950,454.16
401B-120 BITUMINOUS SURFACE TREATMENT KJG	325498	SY	\$ 7.57	\$ 2,464,019.86
701A-235 SOLID YELLOW, CL2, TYP A TRAFFIC STRIPE	57	MI	\$ 3,850.00	\$ 219,450.00
600A-000 MOBILIZATION	1.00	LS	\$ 174,375.00	\$ 174,375.00
698A-000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$	1.00	LS	\$ 50,000.00	\$ 50,000.00

TOTAL COST

\$ 3,858,299.02

NOTE: SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR COMPLETION OF ALL SUBCONTRACTED ITEMS TO MEET REFERENCED SPECIFICATIONS

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

Authorized Representative Signature

Authorized Representative Rodney Payton - VP
 Company Name Chilton Contractors Inc
 Address 600 5th Ave North, Clanton AL 35045
 Address PO Box 2038, Clanton AL 35046
 Phone 205-688-3290

BID TABULATION FOR BID #1377 PROJECT # CCP-22-27-22

CONTRACTOR	BID PRICE
WHITAKER CONTRACTING	\$2,455,588.25
WIREGRASS CONSTRUCTION	\$2,514,000.00



**CULLMAN COUNTY COMMISSION
ROAD DEPARTMENT**

PROJECT NO. CCP 22-27-22

BID NO. 1377

BID SCHEDULE

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	COST
424A-340 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE	16394	TON	92.65	1,518,904.10
430B-047 AGGREGATE SURFACING (3/4" DOWN, CRUSHER RUN)	2319	TON	42.16	97,769.04
433A-000 SCRUB SEAL	206460	SY	2.85	588,411.00
701A-235 SOLID YELLOW, CL2, TYP A TRAFFIC STRIPE	35.19	MI	3683.38	129,618.14
600A-000 MOBILIZATION	1.00	LS	120,885.97	120,885.97
698A-000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$	1.00	LS	0	0

TOTAL COST

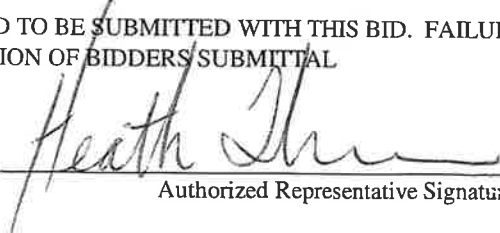
\$ 2,455,588.25

NOTE: SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR COMPLETION ALL SUBCONTRACTED ITEMS TO MEET REFERENCED SPECIFICATIONS

**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


 Authorized Representative Signature

Authorized Representative

HEATH THOMAS

Company Name

WHITAKER CONTRACTING CORP

Address

692 Convict Camp Rd

Address

Gundorsville, AL 35976

Phone

256-582-2636



**CULLMAN COUNTY COMMISSION
ROAD DEPARTMENT**

PROJECT NO. CCP 22-27-22

BID NO. 1377

BID SCHEDULE

PAY ITEM	QUANTITY	UNIT	UNIT PRICE	COST
424A-340 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE	16394	TON	102.00	1,672,188.00
430B-047 AGGREGATE SURFACING (3/4" DOWN, CRUSHER RUN)	2319	TON	48.00	111,312.00
433A-000 SCRUB SEAL	206460	SY	2.60	536,796.00
701A-235 SOLID YELLOW, CL2, TYP A TRAFFIC STRIPE	35.19	MI	3000.00	105,570.00
600A-000 MOBILIZATION	1.00	LS	88,134.00	88,134.00
698A-000 CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$	1.00	LS	0.00	0.00

TOTAL COST

\$2,514,000.00

NOTE: SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR COMPLETION ALL SUBCONTRACTED ITEMS TO MEET REFERENCED SPECIFICATIONS

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(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**



 Authorized Representative Signature

Authorized Representative John G Walker

Company Name Wiregrass Construction

Address 6200 Stringfield Rd NW Huntsville, Al 35806

Address _____

Phone 256-533-4727

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, March 10, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for **Guardrail** for the Cullman County Road Dept. and various municipalities in Cullman County. At this time sealed bids will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County.

Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton, Town of Fairview, Town of West Point, City of Hanceville, Cullman County Commission on Education, and the City of Cullman.

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

Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

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.

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

ALABAMA GUARDRAIL, Inc.
Company

205-625-3880
Phone/Fax

P.O. Box 126
Mailing Address

[Signature]
Representative

CULLMAN AL 35049

J KEITH DILLARD
PRESIDENT

SPECIFICATIONS

ITEM: STEEL BEAM GUARDRAIL (new or used) MATERIALS ONLY

MATERIAL REQUIREMENTS: All materials shall conform to Section 630 Guardrail Materials of Alabama Dept. of Transportation's Standard Specifications for Highway Construction, current edition. Used material shall be suitable for re-use.

QUANTITY: The quantity shall be "as needed" by Cullman County, however, it is understood that the quantity is subject to availability.

Guardrail Steel Beam	New: \$ <u>19.00</u> per linear ft
	Used: \$ <u>10.00</u> per linear ft
Guardrail Steel Post	New: \$ <u>75.00</u> per linear ft
	Used: \$ <u>20.00</u> per linear ft
Guardrail Steel Blocks	New: \$ <u>N/A</u> each
	Used: \$ <u>N/A</u> each
Type 10-A Guardrail End Anchor	New: \$ <u>2,500.00</u> each
	Used: \$ <u>N/A</u> each
Type 20 Guardrail End Anchor	New: \$ <u>2,800.00</u> each
	Used: \$ <u>N/A</u> each
Guardrail Bolts & Nuts	\$ <u>SEE ATTACHED</u> per pound

ITEM: NEW OR USED STEEL BEAM GUARDRAIL-FURNISHED AND INSTALLED

*****BID PRICE INCLUDES ALL NECESSARY MATERIALS*****

*****RAIL, POSTS, BOLTS, ECT, REQUIRED FOR INSTALLATION*****

Guardrail Steel Beam Type 1 Class A	New: \$ <u>35.00</u> per linear ft
	Used: \$ <u>18.00</u> per linear ft
Type 10-A Guardrail End Anchor	New: \$ <u>3,100.00</u> each
	Used: \$ <u>N/A</u> each

Type 20 Guardrail End Anchor

New: \$ 3,800.00 each

Used: \$ N/A each

BID EFFECTIVE FOR ONE YEAR FROM DATE OF AWARD

QUESTION REGARDING THIS BID SHOULD BE DIRECTED TO BRYAN CHEATWOOD AT 256-736-1336.

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

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

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. The Contractor is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control

ALABAMA GUARDRAIL, INC.
P. O. BOX 126
CLEVELAND, ALABAMA 35049

ATTACHMENT

SPLICE ASSEMBLY **\$1.00 EACH**

10" BOLT ASSEMBLY **\$2.50 EACH**

POLYPROPYLENE ROADWAY PIPE
 BID #1379 FOR FY: 2021-2022

IN ORDER TO RECEIVE CONSIDERATION, BIDS MUST BE SUBMITTED
 ON THIS FORM

SPECIFICATIONS:

DIAMETER	PRICE/FOOT DOUBLE WALL POLYPROPYLENE	PRICE/FOOT SINGLE WALL POLYPROPYLENE	DELIVERED PRICE/FOOT DOUBLE WALL POLYPROPYLENE	DELIVERED PRICE/FOOT SINGLE WALL POLYPROPYLENE
15 inch	\$17.11		\$17.11	
18 inch	\$22.60		\$22.60	
24 inch	\$38.10		\$38.10	
30 inch	\$59.31		\$59.31	
36 inch	\$64.94		\$64.94	
42 inch	\$87.57		\$87.57	
48 inch	\$114.79		\$114.79	
60 inch	\$179.93		\$179.93	
Total Price	\$584.35		\$584.35	

Name and Address of Bidder:

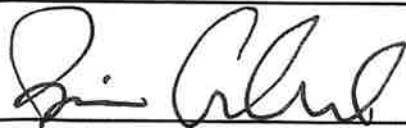
ADCO PIPE & SUPPLY, LLC

4014 FLORENCE BLVD.

FLORENCE, AL 35634

Telephone number: 256-757-7473

Fax number: fastquotes@adcopipe.com



Signature

Name: Bill Colloredo

Title: General Manager

POLYPROPYLENE ROADWAY PIPE
 BID #1379 FOR FY: 2021-2022

IN ORDER TO RECEIVE CONSIDERATION, BIDS MUST BE SUBMITTED
 ON THIS FORM

SPECIFICATIONS:

DIAMETER	PRICE/FOOT DOUBLE WALL POLYPROPYLENE	PRICE/FOOT SINGLE WALL POLYPROPYLENE	DELIVERED PRICE/FOOT DOUBLE WALL POLYPROPYLENE	DELIVERED PRICE/FOOT SINGLE WALL POLYPROPYLENE
15 inch	17.20		17.20	
18 inch	23.70		23.70	
24 inch	38.12		38.12	
30 inch	59.35	NA	59.35	NA
36 inch	64.95		64.95	
42 inch	87.60		87.60	
48 inch	114.80		114.80	
60 inch	179.90		179.90	
Total Price	584.62		584.62	

Note: ADS will deliver if needed.

Name and Address of Bidder:

Bear Concrete Products Inc

P. O. Box 944

Calhoun, AL 35056-0944

Telephone number: 256-734-5313

^{e-mail}
 Fax number: bearblockcompany@bellsouth.net

Signature

Name: Reba Taylor

Title: Bookkeeper

INVITATION TO BIDDER

The Cullman County Commission will be receiving bids until, 2:00 p.m., Thursday, March 10, 2022 in Room 105 of the Cullman County Courthouse. Cullman, Alabama, for the resurfacing of county roads with Bituminous Plant Mix for Cullman County Road Department and various municipalities in Cullman County. Work may include projects funded by **Rebuild Alabama and Federal Aid Exchange Funds**. At this time sealed bides will be publicly opened and read aloud.

This bid will be a cooperative bid between the Cullman County Commission and the following municipalities located within Cullman County, Town of Good Hope, Town of Colony, Town of Garden City, Town of Dodge City, Town of Holly Pond, Town of Baileyton and the Town of Fairview, Town of West Point, City of Hanceville, and the City of Cullman

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

Each participating governmental entity will be responsible for issuing its own purchase orders, deliver instructions, invoicing, insurance requirements, and issue its own tax exemption certificates as required by vendors.

The 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 a bid guaranty of not less than 5% of the estimated cost, not to exceed \$10,000.

Any questions regarding these specifications should be directed to Cullman County Engineering at (256) 796-1336.

Wiregrass Construction Company, Inc.

Company

PO Box 3040

Mailing Address

Huntsville, AL 35810

(256) 533-4727

Phone/Fax


Representative

This bid is to cover the resurfacing of county roads with Bituminous Plant Mix for use in the ENTIRE COUNTY. Materials and mixes shall comply with the State of Alabama Department of Transportation specifications. Bids will be accepted based on the price per gallon of asphalt as determined by the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition on bid date. Any increase or decrease will be reflected by adjustment of the price index.

This project is projected to cost approximately \$500,000. This projection is not a guarantee. This projection is not meant to be relied upon. External factors may increase or decrease the actual amount of the work performed. Individual items in this bid may be excluded.

Bonds will be furnished for the total contract price. These bonds may be issued for the individual roads associated with this project as they arise, or it may be issued for the projected project amount.

This project shall entail all of the resurfacing of county roads across Cullman County other than the projects being administered by the Alabama Department of Transportation.

Bidders shall be responsible for complying with all Federal, State and local laws, ordinances and regulations, and shall possess all proper licenses.

Awarded Bidder must give notice of completion of a project by advertising in a newspaper of general circulation published within the county where the work has been done for four consecutive weeks.

Cullman County Commission reserves the right to reject any materials supplied by the successful bidder which do not meet quality standards specified.

Bidder does hereby agree to furnish the items specified at the bid price listed for a period of one (1) year, beginning with the date of award, and certify that all specifications set out will be met.

All bidders must be licensed in accordance with all acts and codes relating to the licensing of contractors by the State of Alabama and must show evidence of such license.

The owner reserves the right to reject any and all bids and to waive all informalities without cause. The owner reserves the right to add or delete from the proposed work or delete part or all of any item of work required to adjust the cost to the funds available.

All materials and work must meet Alabama Department of Transportation Standard Specifications for Highway Construction pertaining to Section 405 and 424, current edition.

The contractor is responsible for furnishing, installing and maintaining all traffic control and advance warning devices and signs. No direct payment will be made for this work; however, compensation should be included in other pay items of work.

All work must begin within eight (8) weeks from the date upon which the contractor is furnished with a valid purchase order. Failure to begin within the allotted time will result in a breach of the agreement and contractor will be liable for all damages resulting from the breach.

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.

424B-678 – Superpave Bituminous Concrete Upper Lower Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 106.58 /Ton **Under 500 Tons:** \$ 120.81 /Ton

424C-340 – Superpave Bituminous Concrete Base Layer, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 89.48 /Ton **Under 500 Tons:** \$ 115.92 /Ton

424B-650 – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 95.22 /Ton **Under 500 Tons:** \$ 121.66 /Ton

424B-651 – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 89.48 /Ton **Under 500 Tons:** \$ 115.92 /Ton

424B-655 – Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 126.18 /Ton **Under 500 Tons:** \$ 169.73 /Ton

424B-658 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 95.22 /Ton **Under 500 Tons:** \$ 121.66 /Ton

424B-659 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 89.48 /Ton **Under 500 Tons:** \$ 115.92 /Ton

424B-663 – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 106.58 /Ton **Under 500 Tons:** \$ 120.81 /Ton

424B-680 – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 95.22 /Ton **Under 500 Tons:** \$ 121.66 /Ton

424B-681 – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 89.48 /Ton **Under 500 Tons:** \$ 115.92 /Ton

424B-685 – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 126.18 /Ton **Under 500 Tons:** \$ 169.73 /Ton

424B-688 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 95.22 /Ton **Under 500 Tons:** \$ 121.66 /Ton

424B-689 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 89.48 /Ton **Under 500 Tons:** \$ 115.92 /Ton

424B-693 – Superpave Bituminous Concrete Upper Lower Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 106.58 /Ton **Under 500 Tons:** \$ 120.81 /Ton

424C-360 – Superpave Bituminous Concrete Base Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 89.48 /Ton **Under 500 Tons:** \$ 115.92 /Ton

SILICIOUS MIXES

(FURNISHED AND INSTALLED)

424A-336 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 103.64 /Ton **Under 500 Tons:** \$ 130.08 /Ton

424A-340 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 100.83 /Ton **Under 500 Tons:** \$ 127.27 /Ton

424A-341 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 101.02 /Ton **Under 500 Tons:** \$ 127.45 /Ton

424A-346 – Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 110.60 /Ton **Under 500 Tons:** \$ 135.08 /Ton

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 103.64 /Ton **Under 500 Tons:** \$ 130.08 /Ton

424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 100.83 /Ton **Under 500 Tons:** \$ 127.27 /Ton

424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 101.02 /Ton **Under 500 Tons:** \$ 127.45 /Ton

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 110.60 /Ton **Under 500 Tons:** \$ 135.08 /Ton

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.

INVITATION TO BIDDER

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Any questions regarding these specifications should be directed to Cullman County Engineering at (256) 796-1336.

WHITAKER CONTRACTING CORP

Company

692 Convict Camp RD

Mailing Address

Guntersville, AL 35976

256-582-2636

256-582-2672

Phone/Fax

Heath Thomas

Representative

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This project is projected to cost approximately \$500,000. This projection is not a guarantee. This projection is not meant to be relied upon. External factors may increase or decrease the actual amount of the work performed. Individual items in this bid may be excluded.

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Awarded Bidder must give notice of completion of a project by advertising in a newspaper of general circulation published within the county where the work has been done for four consecutive weeks.

Cullman County Commission reserves the right to reject any materials supplied by the successful bidder which do not meet quality standards specified.

Bidder does hereby agree to furnish the items specified at the bid price listed for a period of one (1) year, beginning with the date of award, and certify that all specifications set out will be met.

All bidders must be licensed in accordance with all acts and codes relating to the licensing of contractors by the State of Alabama and must show evidence of such license.

The owner reserves the right to reject any and all bids and to waive all informalities without cause. The owner reserves the right to add or delete from the proposed work or delete part or all of any item of work required to adjust the cost to the funds available.

All materials and work must meet Alabama Department of Transportation Standard Specifications for Highway Construction pertaining to Section 405 and 424, current edition.

The contractor is responsible for furnishing, installing and maintaining all traffic control and advance warning devices and signs. No direct payment will be made for this work; however, compensation should be included in other pay items of work.

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**SPECIFICATIONS FOR BITUMINOUS PLANT MIX
(FURNISHED AND INSTALLED)**

No Separate bid item will be allowed for mobilization. Bidder will be allowed to submit two (2) bid prices; one (1) for quantities greater than 500 tons per project and one (1) for quantities less than 500 tons.

LIMESTONE MIXES:

424A-340 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 98.65 /Ton Under 500 Tons: \$ 105.41 /Ton

424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 98.65 /Ton Under 500 Tons: \$ 105.41 /Ton

424B-635 – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton

424B-636 – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton

424B-640 – Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton

424B-643 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton

424B-644 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton

424B-648 – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton

424B-665 – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton

424B-666 – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton

424B-670 – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton

424B-673 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton

424B-674 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton

- 424B-678 – Superpave Bituminous Concrete Upper Lower Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton
- 424C-340 – Superpave Bituminous Concrete Base Layer, 1" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 80.02 /Ton Under 500 Tons: \$ 85.17 /Ton
- 424B-650 – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton
- 424B-651 – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton
- 424B-655 – Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton
- 424B-658 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton
- 424B-659 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton
- 424B-663 – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton
- 424B-680 – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton
- 424B-681 – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton
- 424B-685 – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton
- 424B-688 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 83.87 /Ton Under 500 Tons: \$ 90.64 /Ton
- 424B-689 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 84.97 /Ton Under 500 Tons: \$ 91.74 /Ton
- 424B-693 – Superpave Bituminous Concrete Upper Lower Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 120.71 /Ton Under 500 Tons: \$ 145.35 /Ton
- 424C-360 – Superpave Bituminous Concrete Base Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 80.02 /Ton Under 500 Tons: \$ 85.17 /Ton

SILICIOUS MIXES

(FURNISHED AND INSTALLED)

424A-336 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 113.14 /Ton Under 500 Tons: \$ 119.91 /Ton

424A-340 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 110.27 /Ton Under 500 Tons: \$ 116.82 /Ton

424A-341 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 110.27 /Ton Under 500 Tons: \$ 116.82 /Ton

424A-346 – Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Max. Agg. Size Mix, ESAL Range A/B
Over 500 Tons: \$ 110.27 /Ton Under 500 Tons: \$ 116.82 /Ton

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 113.14 /Ton Under 500 Tons: \$ 119.91 /Ton

424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 110.27 /Ton Under 500 Tons: \$ 116.82 /Ton

424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 110.27 /Ton Under 500 Tons: \$ 116.82 /Ton

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: \$ 110.27 /Ton Under 500 Tons: \$ 116.82 /Ton

**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.**

560 2nd Ave

BID NO. 1381

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, March 10, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama for herbicides and adjuvants and contract application. At this time sealed bids will be publicly opened and read aloud.

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

Helena Agri
Company

PO Box 626
Mailing Address

Selma AL 36702

Helena Chemical
Greg J. Wall
P.O. Box 626
Selma, AL 36702

334 875-2737 fax 334 875-3814
Phone/Fax

Greg Wall 662 312 0510 wally@helenaagri.com
Representative

The above named bidder agrees to furnish the Cullman County Commission and the following municipalities, City of Good Hope, Town of Dodge City, Town of Fairview, Town of Baileyton, Town of Colony, Town of Garden City, Town of Holly Pond, Town of West Point, City of Hanceville, City of Cullman, Cullman County Board of Education, located within Cullman County the following products at the stated bid price for a period of one year from the date of award. If mutually agreeable between both parties, Cullman County may extend the bid period in one-year increments up to 3 yrs.

All products must be labeled for right-of-way and/or aquatic use.

✓ Bidder must submit label for each product bid to show adherence to specifications.

It is Cullman County's desire to continue its vegetation management program in the safest and most economical way. Cullman County desires to award the herbicide and adjuvant bid to a bidder with a qualified representative that will at no cost to Cullman County provide onsite assistance and training in regards to herbicide application. Representative must be experienced in the field of herbicides and right of way application. Representative must be available to assist Cullman County on site in the determination of appropriate products, timing, and rates.

Representative must also be available to assist Cullman County in handling of complaints.

✓ Bidders should name qualified representative and list experience with developing other Bermuda release and brush control programs with county road departments. Attach qualification to bid.

HERBICIDES & ADJUVANTS

ITEM	DESCRIPTION	UNIT
ITEM 1	Proprietary blend ammonium polyacrylates, hydroxy carboxylate Carboxylates 50% Inert Ineffective Ingredients 50%	\$ $16 \frac{48}{}$ /Gal.
	Trade Name <u>Request quest</u>	
ITEM 2	Glyphosic, N-(phosphonomethyl)glycine, in the form of its Isopropylamino salt 53.8% Inert Ineffective Ingredients 46.2% Aquatic approved by EPA, aquatic toxicity study test	\$ $52 \frac{76}{}$ /Gal.
	Trade Name <u>Roundup Custom</u>	
ITEM 3	Monosodium Acid Mathanarscnate 47.6% \$ Inert Ineffective Ingredients 52.4% Surfactant included Total 100%	\$ $25 \frac{81}{}$ /Gal.
	Trade Name <u>Target 4</u>	
ITEM 4	Proprietary blend of Alkyl Aryl Polyoxylated Glycois and Derivatives thereof 90% Components ineffective as spray adjuvant 10%	\$ $13 \frac{74}{}$ /Gal.
	Trade Name <u>Inlet 90</u>	
ITEM 5	Proprietary blend of Polyetheneal and Polypropenylamide Co-Polymers, paraffinic hydrocarbons, and emulsifiers.....100%	\$ $13 \frac{64}{}$ /pint
	Trade Name <u>Ground Zero</u>	
ITEM 6	2,4-Dichlorophenoxyacetic Acid 19.6% Inert Ingredients 80.4%	\$ $37 \frac{90}{}$ lb/Gal/Pint
	Trade Name <u>Hard ball</u>	
ITEM 7	Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro- 40.6% Other Ingredients 59.4%	\$ $284 \frac{00}{}$ /Gal
	Trade Name <u>Milestone Whetstone</u>	
ITEM 8	Ammonium salt of imazapic. 23.6% Inert Ingredients. 76.4%	\$ $113 \frac{50}{}$ /Gal.
	Trade Name <u>Imazapic</u>	
ITEM 9	Trilopyr; 3,5,6-trichloro-2-pyridinyloxyacetic acid 29.4% Other Ingredients. 70.6%%	\$ $86 \frac{04}{}$ /Gal.
	Trade Name <u>Trycera</u>	
ITEM 10	Indaziflam.....19.05% Other Ingredients80.95%	\$ $1267 \frac{20}{}$ /Gal

Trade Name Esplanade 200 ASC

ITEM 11 Polyhydroxycarboxylic acid, sulfates and polymeric deposition agents 35.0%
Constituents ineffective as spray adjuvant..... 65.0%

\$ 29⁶⁸ /Gal

Trade Name Accuquest

ITEM 12 Potassium salt of aminocyclopyrachlor Potassium Salt of 6-amino-5
-chloro-2-cylopropyl-4-pyrimidinecarboxylic acid..... 25%
Other Ingredients 75%

\$ 322⁵⁶ /Gal

Trade Name Method

ITEM 13 Clethodim Petroleum Distillates(E)..2..[1-[(3-chloro-2-propenyl)oxy]imino]
propyl]-5-[2-(ethylthio)propyl]-3-hydroxy-2-cyclohexen-1-one. . 12.6%
Inert Ingredients..... 87.4%

\$ 94⁰⁰ /Gal.

Trade Name Tapout

Delivery must be made within 24 hours of order to Cullman County facility or Cullman County must be able to obtain locally at vendor's site within six hours of need.

Cullman County reserves the right to accept or reject any or all bids.

Label must accompany bid to prove adherence to specifications.

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. ✓

INVITATION TO BIDDER

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, March 10, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for Bituminous Plant Mix (product only) for Cullman County Road Department and various municipalities in Cullman County. At this time sealed bides will be publicly opened and read aloud.

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

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

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

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.

Wiregrass Construction Company, Inc.
Company

PO Box 3040
Mailing Address

Huntsville, AL 35810

(256) 533-4727
Phone/Fax


Representative

This bid is to cover Bituminous Plant Mix purchased by Cullman County for use in the ENTIRE COUNTY. Materials and mixes shall comply with the State of Alabama Department of Transportation specifications. Bids will be accepted based on the price per gallon of asphalt as determined by the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition on bid date. Any increase or decrease will be reflected by adjustment of the price index.

Bidders shall be responsible for complying with all Federal, State and local laws, ordinances and regulations, and shall possess all proper licenses.

Materials must be supplied as needed to Cullman County for a period of 12 months, beginning with the date of award. Upon mutual assent between the parties, bid may be extended in one year increments up to three years.

Cullman County Commission reserves the right to reject any materials supplied by the successful bidder which do not meet quality standards specified.

Bidder does hereby agree to furnish the items specified at the bid price listed for a period of one (1) year, beginning with the date of award, and certify that all specifications set out will be met.

All bidders must be licensed in accordance with all acts and codes relating to the licensing of contractors by the State of Alabama and must show evidence of such license.

The owner reserves the right to reject any and all bids and to waive all informalities without cause. The owner reserves the right to add or delete from the proposed work or delete part or all of any item of work required to adjust the cost to the funds available.

All materials and work must meet Alabama Department of Transportation Standard Specifications for Highway Construction pertaining to Section 405 and 424, current edition.

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.

Any questions regarding these specifications should be directed to, Bryan Cheatwood at (256) 796-1336.

LIMESTONE MIXES: Material or Delivered

- 424A-340** – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton
- 424A-360** – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton
- 424B-635** – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County** - \$ 75.87 Ton
- 424B-636** – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424B-640** – Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424B-643** – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County** - \$ 75.87 Ton
- 424B-644** – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424B-648** – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424B-665** – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County** - \$ 75.87 Ton
- 424B-666** – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424B-670** – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424B-673** – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County** - \$ 75.87 Ton
- 424B-674** – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424B-678** – Superpave Bituminous Concrete Upper Lower Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County** - \$ 67.87 Ton
- 424C-340** – Superpave Bituminous Concrete Base Layer, 1" Max. Agg. Size Mix, ESAL Range A/B

FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-650 – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County - \$ 75.87 Ton**

424B-651 – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-655 – Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-658 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County - \$ 75.87 Ton**

424B-659 – Superpave Bituminous Concrete Upper Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-663 – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-680 – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County - \$ 75.87 Ton**

424B-681 – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-685 – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-688 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 64.00 Ton **FOB Job Site Cullman County - \$ 75.87 Ton**

424B-689 – Superpave Bituminous Concrete Lower Binder Layer, Leveling, 1" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424B-693 – Superpave Bituminous Concrete Upper Lower Layer, Widening, 1 1/2" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

424C-360 – Superpave Bituminous Concrete Base Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 56.00 Ton **FOB Job Site Cullman County - \$ 67.87 Ton**

SILICIOUS MIXES: Material or Delivered

424A-336 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 72.00 Ton **FOB Job Site Cullman County** - \$ 83.87 Ton

424A-340 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton

424A-341 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton

424A-346 – Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Max. Agg. Size Mix, ESAL Range A/B
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 72.00 Ton **FOB Job Site Cullman County** - \$ 83.87 Ton

424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton

424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
FOB Plant - \$ 69.00 Ton **FOB Job Site Cullman County** - \$ 80.87 Ton

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 10:00 a.m., Wednesday, March 2, 2022, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for the fireworks display for the 4th of July Celebration at Smith Lake Park. At this time sealed bids will be publicly opened and read aloud. All bidders must provide references of all of the fireworks shows they have produced and shot for the last three years.

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.

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

SUBMITTED BY:

Pyro Shows of Alabama, Inc.

Company Name of Bidder

3325 Poplar Lane

Business Address

Adamsville, AL 35005

City, State, Zip

877-776-7976

Telephone, Area Code & Number

423-562-9171

Fax

Stephanie Wiley

Name of Authorized Representative (Please Print)

Stephanie Wiley

Signature of Authorized Representative

SPECIFICATIONS FOR FOURTH OF JULY FIREWORKS DISPLAY

The Cullman County Commission will be receiving sealed bids for a turnkey fireworks show for the 4th of July celebration at Smith Lake Park, located at 403 County Road 386 in Cullman County Alabama. The bid shall be for a \$32,000.00 show, **to be a minimum of twenty minutes in length. The Commission agrees to pay the bid contract in full, (\$32,000.00) within ten days of bid award. All bidders must provide references of all firework displays that the bidding company has staged and shot for the last three years.**

The fireworks show is to be furnished for a display on Monday, July 4th 2022 providing weather permits a display. It is mutually understood and agreed that should inclement weather arise the display operator agrees to a rain date of Tuesday, July 5th, 2022. If inclement weather prevents the providing of the display on either of the dates stated, the parties shall agree to a mutually convenient alternate date. The determination to cancel and reschedule the show because of inclement or unsafe weather conditions shall be mutually agreed upon by the awarded vendor and Cullman County.

The Cullman County Commission agrees to indicate that the awarded vendor is the organization responsible for exhibiting the fireworks on said exhibition date in all advertisements, billings, and public relations materials.

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

All bidders shall include in their bid package a copy of their company's W-9 and the MOU portion of their company's E-verify document.

CULLMAN COUNTY COMMISSION DUTIES AND RESPONSIBILITIES:

- **Provide sufficient area for the display, including a minimum spectator set back of 600 feet at all points from the discharge area on land.**
- **Protection of the display area by roping-off or similar barrier.**
- **Adequate security to prevent spectators from entering display area.**

DISPLAY OPERATOR DUTIES AND RESPONSIBILITIES:

- **Awarded bidder may not subcontract out any portion of show.**
- **Obtain a minimum \$5 million liability insurance certificate of coverage, naming the Cullman County Commission as the certificate holder, relieving Cullman County of any damages, and or claims.**
- **Awarded vendor must provide proof of Workers Compensation Insurance.**
- **Awarded vendor must furnish a Performance Bond for one hundred percent (100%) of the bid amount.**
- **Awarded vendor must secure all applicable police, fire, local, state, and federal government permits, licenses, and approval.**

- Awarded vendor must provide the Cullman County Commission copies of all above documents, as well as copies of the Display Operator's pyrotechnician's certification.
- Vendors must provide a detailed description of each of the fireworks that will be shot in the show. Name, description, color, shell size, shot count, quantity, and cost must be provided on this list.

Awarded vendor will be responsible for providing complete turnkey fireworks display including the following;

- licensed professional pyrotechnicians
 - all fireworks material
 - all firing equipment necessary to produce continuous show with no slow-downs or reloading of fireworks, using a pyro-digital computerized firing system.
 - Any equipment necessary to provide musical presentation with fireworks.
 - set up of needed materials for this display
- Awarded vendor will be responsible for removal of all materials and equipment that was required to provide fireworks display, this includes a search of the fall out area of any unspent or (dud) fireworks and the removal of such.
 - Awarded vendor will be responsible for the cleanup of the area, this shall include the removal of all paper, cardboard, debris, and other firework refuse located in, on or about the discharge site and fall out area. This does not include areas that are occupied by the public or spectators.
 - If for any reason the Display Operator wishes to leave live material at the display site over-night or during set up, any required security to protect and preserve the fireworks will be the Operator's responsibility.
 - **AWARDED VENDOR WILL BE REQUIRED TO ATTEND AT LEAST ONE FOURTH OF JULY PRE-EVENT EMERGENCY PREPAREDNESS MEETING.**

The quantity of shots (number and size of shells) will be a determining factor but shall not be the final determining factor in the award of this bid proposal. How specific each proposal is regarding shell descriptions; such as special effect, and multibreak, type and quantity of each will be considered.

Other criteria to be considered shall be, but not necessarily limited to:

- Overall program and variety of content
- Availability of equipment to fire the show without slow down or reloading
- Overall show choreography

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.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Monday, March 14, 2022 in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) or more mid-size pursuit SUV(s) for the Cullman County Sheriff's Department. 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, at the Cullman County Sheriff's Department: (256) 255-5145.

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

Bid Price: \$ 42,505.99 each

Stivers C, D, J, R
Company

2209 Cobbs Ford Rd
Mailing Address

Prattville, AL 36066

Cell-706-315-7796
Phone/Fax

Butch Adkins
Representative

Bid # 1384

**BID SCHEDULE
REINFORCEMENT STEEL**

STEEL REBAR

Bar Size	Approx. Weight (LBS/FT)	BAR DIA. (INCHES)	Estimated Quantity (LBS)	Estimated Lengths (FT)	\$/FT	COST
#4	0.668	0.500	36,000	53,892	.39	21,017.85
#5	1.043	0.625	61,000	58,485	.61	35,675.85
#6	1.502	0.750	500	333	.88	293.24
#7	2.044	0.875	500	245	1.30	318.50
#9	3.400	1.128	600	176	2.17	381.92
Total Cost						<u>57,487.19</u>


All Steel Reinforcement shall be Grade 60
Quantities are minimum estimated amounts. Compensation will be for actual quantities specified in purchase order.

Apel Machine & Supply Co. Inc.

Company
P.O. Box 2010
Cullman, AL 35056-2010
Mailing Address

Phone 256 338 2888
FAX 256 737 8673
JFA @ APELMACHINE.COM

Phone/Fax/Email


Representative

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 SCHEDULE
REINFORCEMENT STEEL**

STEEL REBAR

Bar Size	Approx. Weight (LBS/FT)	BAR DIA. (INCHES)	Estimated Quantity (LBS)	Estimated Lengths (FT)	\$/FT	COST
#4	0.668	0.500	36,000	53,892	1.57 feet	\$ 30,718.44
#5	1.043	0.625	61,000	58,485	1.89 feet	\$ 52,651.65
#6	1.502	0.750	500	333	1.85 feet	\$ 629.00
#7	2.044	0.875	500	245	3.63 feet	\$ 889.35
#9	3.400	1.128	600	176	5.43 feet	\$ 955.68
					Total Cost	\$ 85,244.12

All Steel Reinforcement shall be Grade 60
Quantities are minimum estimated amounts. Compensation will be for actual quantities specified in purchase order.

<p><u>Shelton Steel, Inc</u> Company</p> <p><u>2012 Booker Branch Road Horton, AL 35720</u> Mailing Address</p>	<p><u>205-466-7675</u> Phone/Fax/Email</p> <p><u>Kenneth J. King</u> <u>President</u> Representative</p>
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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

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.

Note: All material is subject to availability & prior sale. KS.

**BID SCHEDULE
STRUCTURAL STEEL BEAMS**

SIZING

All W shapes

STRUCTURAL STEEL BEAMS

BEAM SIZE	UNIT LENGTHS (FT)	NUMBER OF UNITS	TOTAL LENGTH (FT)	\$/FT	COST
W30X108	50	12	600	115.00	69,000.00
W30X99	45	12	540	105.00	56,700.00
				Total Cost	# 125,700.00

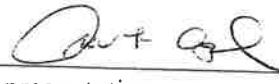
All Structural Steel shall be A50 or greater.

Quantities are minimum estimated amounts. Compensation will be for actual quantities specified in purchase order.

Apel Machine & Supply Co. Inc.
Company
P.O. Box 2010
Cellinao, Al. 35056-2010
Mailing Address

Phone 256 338 2288
FAX 256 - 737 - 0678

Phone/Fax


Representative

JFA @ APEL MACHINE . COM

**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**

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**BID SCHEDULE
STRUCTURAL STEEL BEAMS**

SIZING

All W shapes

STRUCTURAL STEEL BEAMS

BEAM SIZE	UNIT LENGTHS (FT)	NUMBER OF UNITS	TOTAL LENGTH (FT)	S/FT	TOTAL COST
W30X108	50	12	600	\$138.67	\$83,203.20
W30X99	45	12	540	\$127.12	\$76,272.00
				Total Cost	\$159,475.20

All Structural Steel shall be A50 or greater.

Quantities are minimum estimated amounts. Compensation will be for actual quantities specified in purchase order.

She Han Steel, Inc
Company

205-466-7675 Office
Phone/Fax

2012 Booker Branch Rd.
Mailing Address
Horton, AL 35980

Kern Slutz President
Representative

**W-9 TAX DOCUMENTS and E-VERIFY ARE REQUIRED TO BE SUBMITTED WITH THIS BID.
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Note: These Beams are subject to availability at time of sale. RWS.

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

This Grant entered into by and between the **Alabama Department of Public Health**, hereinafter the “**Department**,” and **Cullman County Commission**, hereinafter “**Sub-Recipient**,” is effective **February 1, 2022**, and terminates **July 31, 2024**.

WHEREAS, the purpose of this Grant is to provide resources to confinement facilities across Alabama for the detection and mitigation of COVID-19.

WHEREAS, Sub-Recipient is responsible for the funding, oversight, operation, and control of the correctional facilities listed on the Sub-Recipient Facility Listing included and attached to this Grant as Attachment “A,” and has agreed to accept and utilize Grant funds pursuant to the terms and conditions of the Grant award as set forth herein for the detection and mitigation of COVID-19 in said facilities.

WHEREAS, funding for activities performed under this Grant was provided by the Department, Bureau of Communicable Diseases, Infectious Diseases and Outbreaks Division, through a cooperative agreement with the Centers for Disease Control and Prevention (“CDC”), CFDA #93.323, being Grant number 6 NU50CK000545-03-01, Epidemiology and Laboratory Capacity for Infectious Diseases, for the budget period August 5, 2021 – July 31, 2024.

The program was authorized through the following Acts: Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) and/or the American Rescue Plan of 2021 [P.L. 117-2].

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

The Department shall:

1. Reimburse Sub-Recipient upon receipt of acceptable, itemized monthly invoices detailing the activities performed and/or items purchased on behalf of each of the correctional facilities included on Attachment “A” by Sub-Recipient during the previous month in furtherance of the Grant award, as outlined in the Scope of Work included herein as Attachment “B”.

2. Work with Sub-Recipient to develop mechanisms for monitoring and reporting its project milestones, progress, and financial expenditures related to this Grant for each of the correctional facilities listed in Attachment "A".
3. Meet with Sub-Recipient on a regular basis to review performance and progress.
4. Monitor Sub-Recipient for adherence to rules, regulations, and requirements under this Grant.
5. Provide a quarterly progress report template for Sub-Recipient to use in tracking and reporting the items (e.g., equipment, supplies, etc.) purchased and distributed, renovations performed, personnel expenses, and/or COVID-19 testing results obtained through the use of Grant funds for each of the correctional facilities listed in Attachment "A."
6. Provide an invoice template for Sub-Recipient to use when submitting their monthly itemized invoices.

The Sub-Recipient shall:

1. Establish and implement a COVID-19 diagnostic and screening testing program for residents/detainees/inmates, staff, and visitors.
2. Implement the Scope of Work as outlined in Attachment "B".
3. Adhere to Sub-Recipient's Budget.
4. Oversee and coordinate planning, implementation, and management of all aspects of the ELC Detection and Mitigation of COVID-19 in Confinement Facilities Grant.
5. Adhere to laws, rules, and regulations applicable to this Grant and the procurement of any necessary services, equipment, and supplies.
6. Prepare and submit quarterly progress reports to the Department to provide an update on Sub-Recipient's performance and progress on milestones. Sub-Recipient shall provide a breakdown of items (e.g., equipment, supplies, etc.) purchased and distributed, renovations performed, personnel expenses, and/or COVID-19 testing results obtained through the use of Grant funds for each of the correctional facilities listed in Attachment "A". Sub-Recipient should use the quarterly progress report template, which will be provided by the Department.
7. Prepare and submit monthly itemized invoices to the Department for reimbursement for all services satisfactorily performed by Sub-Recipient.
 - a. Invoices must include Sub-Recipient's name and address, date, unique invoice ID, "bill to" name, address, and email, project summary list with amounts, total invoiced, and name and address where payment should be sent. Project details, itemized for all services provided and/or items purchased, must be included.
 - b. Invoices must have supportive detailed documentation of the expenditures as funds are expended. Required documentation shall include an accounting of expenditures since the previous reimbursement report and the invoice template, which will be provided by the Department.
 - c. Invoices and supportive documentation should be emailed to Jennifer Young, Health Service Administrator I, at jennifer.young@adph.state.al.us and epidemiology@adph.state.al.us, by the 20th of each month. If the files are too large to email, the Department will create an ftp site for electronic transfer.

8. Track, report, and account for all expenditures associated with the subgrant award.
9. Provide the Department with copies of and/or access to COVID-19 data collected through the use of the Grant funds, including but not limited to data related to COVID-19 testing.
10. Ensure compliance by Sub-Recipient and its contractors to existing and future guidance from the Secretary of the U.S. Department of Health and Human Services (“HHS”) regarding control of the spread of COVID-19.
11. Ensure the Terms and Conditions of the subaward flow down to Sub-Recipient’s contractors. The Department shall review project implementation and performance on a regular basis.
12. Work with the Department to develop mechanisms for monitoring and reporting project milestones, progress, and financial expenditures by Sub-Recipient.
13. Receive ELC Detection & Mitigation of COVID-19 in Confinement Facilities Sub-Recipient Training.
14. Work with the Department to close out the Grant.

ULTRAVIOLET PROTECTIVE LIGHTING. Sub-Recipient must adhere to the following stipulations found in CDC guidance if installing ultraviolet (UV) protectant lighting:

UVGI, to include upper room UVGI in occupied rooms, is recognized in CDC COVID ventilation guidance as an effective intervention. See:

- [Ventilation in Buildings | CDC](https://www.cdc.gov/coronavirus/2019-ncov/community/ventilation.html), especially FAQs #6 & #7
- [Ultraviolet Germicidal Irradiation Guidelines for Healthcare Settings | NIOSH | CDC](https://www.cdc.gov/niosh/docs/2009-105/default.html) <https://www.cdc.gov/niosh/docs/2009-105/default.html>
- [Prevention and Control of Tuberculosis in Correctional and Detention Facilities: Recommendations from CDC: Endorsed by the Advisory Council for the Elimination of Tuberculosis, the National Commission on Correctional Health Care, and the American Correctional Association](https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5509a1.htm) <https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5509a1.htm>
- If the UV lighting is “in duct” lighting (inside the HVAC system), the UV bulb must be very strong to be effective. Ensure that the facility consults with experts when choosing a product appropriate for the space.
- Sub-Recipients must use a licensed engineer, who has been trained in this type of technology, to handle the installation.
- Documentation must be submitted verifying the use of a licensed engineer. Failure to do so may result in the disallowance of costs.

OVER THE COUNTER (OTC) TESTS. If these funds are being used to purchase OTC COVID-19 test kits for testing purposes, Sub-Recipient must adhere to the following requirements:

If testing is either performed by someone other than the individual being tested (e.g.,

other staff, employee, health official), or the results are interpreted and reported by someone other than the individual, then a Clinical Laboratory Improvement Amendments (CLIA) certificate would be required for the entity providing the testing. This affects facilities such as jails, shelters, or other locations. Laboratories or facilities that wish to become CLIA certified must apply for a CLIA certificate. Sub-Recipient is responsible to provide the Department with a current copy of the CLIA certificate for the entity used to provide testing services to the correctional facilities listed in Attachment "A". Refer to the Over The Counter (OTC) Home Testing and CLIA Applicability Frequently Asked Questions dated November 22, 2021, as updated March 4, 2022, at <https://www.cms.gov/files/document/over-counter-otc-home-testing-and-clia-applicability.pdf>.

REPORTING OF COVID-19 TEST RESULTS. All Correctional and Detention Facilities will use the *COVID-19 Correctional Facility Investigation Form* to report all COVID-19 positive results and related deaths of incarcerated or detained individuals. This form, which can be found at, <https://www.alabamapublichealth.gov/covid19/corrections.html> should be used by any facility that houses incarcerated or detained persons, including state/federal prisons, jails, department of youth services, work releases, and correctional based group homes. The Correctional Facility Investigation Form is the **only** reporting form that should be completed for incarcerated or detained individuals.

Facilities conducting Point of Care testing on site will report results, including the testing method, on the Correctional Facility Investigation Form to satisfy the reporting requirement. Facilities that continue to use commercial laboratories for testing will rely on the performing laboratory to report all negative and positive COVID-19 test results electronically (faxes do not count). If not already enrolled, laboratories will need to manually enter test results directly into the surveillance system; contact ALNEDSSsupport@adph.state.al.us to enroll staff.

All test results, including screening tests, will need to be reported electronically via HL7 messaging or in a CSV (comma-separated values) file format that can be opened in Microsoft Excel, depending upon the type of test conducted. Report only the number of positive and negative COVID-19 cases on the quarterly progress report template provided by the Department. Information protected by the Health Insurance Profitability and Accountability Act of 1996 (HIPAA) should not be reported on the quarterly progress report template.

PROGRESS REPORTS. Sub-Recipient must submit quarterly progress reports to the Department based upon the performance period and by the deadline provided. Sub-Recipient must use the quarterly progress report template provided by the Department. Upon completion, Sub-Recipient should provide the following information on each milestone: (1) percentage of progress completed; (2) progress completed by milestone; and (3) a written summary detailing progress completed to date.

<u>Performance Period</u>	<u>Deadline</u>
November 1 – January 31	February 10
February 1 – April 30	May 10
May 1 – July 31	August 10
August 1 – October 31	November 10

Under no circumstances shall the maximum amount payable under this Grant exceed \$532,049.00 for the Grant period.

AGREEMENT TO CONTINUING COMPLIANCE. Sub-Recipient agrees, to the extent, if any, applicable to this Grant, to comply with existing and future directives and guidance from the Secretary of the U.S. Department of Health and Human Services regarding control of the spread of COVID-19.

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

- a. This Grant constitutes a subaward. The identification information required to be provided under the subaward is enumerated in 2 C.F.R. § 200.331(a)(1) (see also 45 C.F.R. § 75.352(a)(1));
- b. All requirements imposed by the Department on Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations, and terms and conditions of the Federal award, as set forth below:
 - (1) Maintain a record of activities performed using Grant funds; and
 - (2) Implement strategies, goals, objectives, and activities as outlined in this Grant.
- c. Any additional requirements the Department imposes on Sub-Recipient in order for the Department to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, as set forth below:
 - (1) Submit monthly itemized invoices for reimbursement post-marked by the 20th day of each month; and
 - (2) Provide quarterly progress reports of activities as directed under this Grant.
- d. An approved federally recognized indirect cost rate negotiated between Sub-Recipient and the Federal Government, or, if no such rate exists, either a rate negotiated between the Department and Sub-Recipient (in compliance with 2 C.F.R. Part 200 and 45 C.F.R. Part 75), or a de minimis indirect cost rate, as defined in 2 C.F.R. § 200.414(f) (see also 45 C.F.R. § 75.414(f)), as set forth below:
 - (1) Subrecipient's indirect cost rate is 0%.
- e. Sub-Recipient must permit the Department, including the Office of Program Integrity, and auditors access to Sub-Recipient's records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200 (see also 45 C.F.R. Part 75);

- f. Additional terms and conditions concerning closeout of the subaward, as set forth below:
 - (1) All invoices or other demands for payment must be received by the Department by August 31, 2024. Invoices or demands for payment received after that date cannot be paid and are forfeited.
- g. Sub-Recipient's use of the subaward will be monitored by the Department for compliance with the conditions of the award, Federal law and regulations, and for achievement of performance goals. As part of its compliance monitoring, the Department must:
 - (1) Review financial and performance reports required by the Department;
 - (2) Follow up and ensure that Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, onsite reviews, and other means;
 - (3) Issue a management decision for audit findings pertaining to the subaward, as required by 2 C.F.R. § 200.521 (see also 45 C.F.R. § 75.521);
 - (4) Compliance monitoring may include conduction of onsite or virtual visits and requests for documents.
- h. Any additional specific subaward conditions imposed on Sub-Recipient by the Department, as described in 2 C.F.R. § 200.207 (see also 45 C.F.R. § 75.207), and as set forth herein, including, if applicable, the reasons for imposition of such conditions and any actions required by Sub-Recipient for their removal:
 - (1) None.
- i. Sub-Recipient's failure to comply with the requirements of 2 C.F.R. Part 200 (see also 45 C.F.R. Part 75) may result in the imposition of additional special conditions by the Department, as provided under 2 C.F.R. § 200.207 (see also 45 C.F.R. § 75.207), or additional remedies for non-compliance, as provided under 2 C.F.R. § 200.338 (see also 45 C.F.R. § 75.371).

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

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

- a. Use all equipment purchased with subaward funding for the project's authorized purposes and in accordance with state laws and procedures;
- b. Not encumber or dispose of the property without the written approval of the Department and the Federal awarding agency. Disposition of any equipment will be made in accordance with instructions provided by the Federal awarding agency;

- c. Maintain property records that include a description of the property, a serial number, or other identification number, the source of funding, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project cost, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property;
- d. Physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
- e. Adequate safeguards to protect against loss, damage or theft of the property and investigation of any lost, damaged or stolen property;
- f. Develop procedures to ensure program staff forward invoices for equipment purchases of \$500 or more to Sub-Recipient's employee in charge of maintaining records for equipment inventory tracking;
- g. Recognize that title to materials and supplies, including computing devices, will vest in Sub-Recipient upon acquisition, subject to the requirements of 2 C.F.R. § 200.314 (see also 45 C.F.R. § 75.321) for compensation to the Federal awarding agency for residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program.

UNALLOWABLE COSTS include, but are not limited to:

1. Research
2. Clinical care
3. Construction
4. Publicity and propaganda (lobbying):
5. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - b. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body;
 - c. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/AntiLobbying_Restrictions_for_CDC_Grantees_July_2012.pdf.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or

terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

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

CLOSEOUT CLAUSE. Sub-Recipient acknowledges that all invoices or other demands for payment must be received by the Department by August 31, 2024. Invoices or demands for payment received after that date cannot be paid and are forfeited.

ANTI-DISCRIMINATION CLAUSE. Sub-Recipient will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 2022, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. Sub-Recipient shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

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

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

HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Grant (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

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

REQUIRED DISCLOSURES FOR FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS): Consistent with 45 CFR 75.113, Contractor must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Contractor must disclose, in a timely manner in writing to the Department and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Kim McDowell, Grants Management Specialist
REPORTING REQUIREMENTS
Centers for Disease Control and

Prevention Branch 1
2939 Flowers Road, MS-TV2
Atlanta, GA 30341
Email: qpx9@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

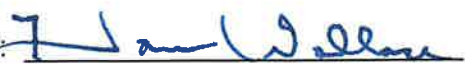
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Sub-Recipient:
Cullman County Commission

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

Signed: 
Jeff Clemons, Chairman

Signed: 
Harrison Wallace, M.P.H., Director
Bureau of Communicable Disease

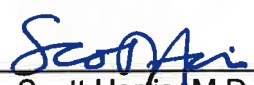
Date: 5/24/22

Date: 6-7-22

Address:
500 2nd Avenue SW
Room 105
Cullman, AL 35055

APPROVED:
Alabama Department of Public Health

Telephone: (256) 775-4878
Fax: (256) 739-3525

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

Sub-Recipient please type or print your
email address:
jclemons@co.cullman.al.us


Date: 6/9/2022

Social Security or FEIN: 63-6001496

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

DUNS NO: 142453567

Unique Entity Identifier (UEI)
Number: J8QMAA1TCUK3

JUN 8 2022

OFFICE OF GENERAL COUNSEL

**Attachment A
Sub-Recipient Facility Listing**

Sub-Recipient	Facility Name	Physical Address	City	State	Zip Code	Budgeted Item
Cullman County Commission	Cullman County Detention Center	1900 Beech Ave SE	Cullman	AL	35055	Purus Backpack Model (QTY 2), Rechargeable Battery (QTY 2), Purus Workhorse (QTY 1), Thermal Imaging Cameras, Monitors, Software, Cloud (QTY 10), Tek 84 body scanner with temperature detection software, Chemical (HOCL) for Purus 100/gal, internet wiring for thermal cameras, Coaxial cable wiring for cameras

Attachment B

Cullman County Commission Scope of Work

1. Establish and implement a COVID-19 diagnostic and screening testing program for residents/detainees/inmates, staff, and visitors.
2. Train Cullman County Detention Center staff on the COVID-19 diagnostic and screening testing program for residents/detainees/inmates, staff, and visitors.
3. Train Cullman County Detention Center staff on equipment for detecting and mitigating COVID-19.
4. Take daily body temperatures of residents/detainees/inmates, staff, and visitors at the Cullman County Detention Center
5. Track and report the number of visitors disallowed entry into the Cullman County Detention Center due to elevated body temperatures.
6. Sanitize inmate housing units with the Purus fogging system.
7. Receive ELC Detection & Mitigation of COVID-19 in Confinement Facilities Sub-Recipient Training.
8. Prepare and submit quarterly progress reports to the Department.
9. Prepare and submit monthly itemized invoices to the Department.
10. Work with the Department to close out the Grant.
11. Adhere to laws, rules, and regulations applicable to this Grant and the procurement of any necessary services, equipment, and supplies.