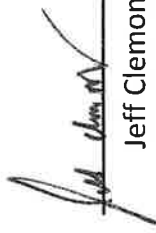



# Certificate of Recognition

## Cullman County 4-H Shotgun Team

In recognition of their achievement of winning the Alabama 4-H State Championship in Childersburg, Alabama, the Cullman Team won overall in the skeet, trap, and sporting clay competitions.

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

CONGRATULATIONS ON YOUR RETIREMENT

Mary Frances Brock

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

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

March 2006 – May 2022


# CONGRATULATIONS ON YOUR RETIREMENT

## Joe Perry

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

Best wishes from all of your colleagues and friends at

## CULLMAN COUNTY COMMISSION

  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

December 2011 – May 2022

**CULLMAN COUNTY COMMISSION**

**RESOLUTION NO: 2022-37**

**REVENUE SHARING ARRANGEMENT FOR SIMPLIFIED SELLERS USE TAX**

WHEREAS the Cullman County Commission supports education in Cullman County, Alabama and is committed to the well-being of each citizen of the County and,

WHEREAS the Simplified Sellers Use Tax was initiated in the State of Alabama by Legislative Act 2015-448 to help simplify the collection of tax on online sales, remitting a portion to each County.

WHEREAS the combined sales tax distribution rate in Cullman County is approximately 70% to the County Commission and 30% to the Cullman County Board of Education, and

WHEREAS it is the intent of the Cullman County Commission to enter into a revenue sharing arrangement with the Cullman County Board of Education to divide the Simplified Sellers Use Tax received by the County at the rate of 70% to the Cullman County Commission and 30% to the Cullman County Board of Education and,

WHEREAS this allocation, beginning with the funds received for the 3<sup>rd</sup> quarter of fiscal year 2022, is intended to help replace any decreased revenue from declining brick-and-mortar store sales, due to online purchases and

WHEREAS this resolution will be effective upon the passage of a corresponding resolution by the Cullman County Board of Education and,

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

Done at the regular session of the Cullman County Commission.

Dates this 17<sup>th</sup> day of May, 2022.

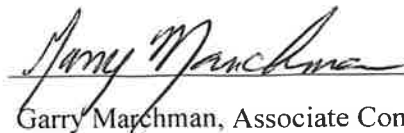
Attest:

  
\_\_\_\_\_  
Tiffany Merriman

County Clerk

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

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

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

**CULLMAN COUNTY COMMISSION**

**RESOLUTION #: 2022-44**

**WHEREAS**, the Cullman County Commission has received a FY 2018 Community Development Block Grant (CDBG) Economic Development Grant to construct improvements to County Road 68 which serves the AGCO-GSI facility in Bremen.

**WHEREAS**, as part of the CDBG grant application the Cullman County Commission and AGCO-GSI committed to the creation of 50 new jobs as a result of this project.

**WHEREAS**, as of the date of this resolution all improvements to County Road 68 have been constructed and there have been 23 new jobs created at the AGCO-GSI facility as a result of this project.

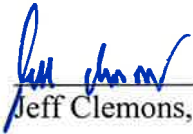
**THEREFORE**, the Cullman County Commission is submitting a Formal Amendment request to the Alabama Department of Economic & Community Affairs requesting approval of the following:

1. To decrease the number of jobs to be created as a result of this project from 50 new jobs to 23 new jobs in order to close-out this project.

**THAT**, Jeff Clemons, Chairman, is hereby authorized to sign and submit all required documents to this affect requesting approval of the formal amendment.

**READ AND ADOPTED** this the 17<sup>th</sup> day of May 2022.

**SIGNED FOR THE CULLMAN COUNTY COMMISSION:**



---

Jeff Clemons, Chairman

Attest:




---

John Bullard, County Administrator

# FINAL INSPECTION CERTIFICATION

I certify that I have inspected the Cullman County – AGCO-GSI County Road 68 Road Improvement Project (CDBG ED Project #CY-ED-PF-18-011) and it has been completed by the County Road Department in accordance with the Drawings and Specifications or other descriptive material. In accordance with the contract terms the Builders Warranty is dated N/A (all construction completed by the County Street Department).

DATE: April 29, 2022

SIGNED:   
Bryan Cheatwood, County Engineer

---

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builders Warranty.

DATE: April 29, 2022

SIGNED:   
Chairman



**\State of Alabama  
Cullman County**

**RESOLUTION NO. - 2022- 45**

**WHEREAS**, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 226 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

**THEREFORE RESOLVED**, that the proper maximum speed for County Road 226 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour set speed on said County Road 226;

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

**ADOPTED** this the   17th   day of May 2022.

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

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

ATTEST:

  
\_\_\_\_\_  
DIANA MEMMON  
COUNTY CLERK

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

**\State of Alabama  
Cullman County**

**RESOLUTION NO. - 2022-46**

**WHEREAS**, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1208 (Dirt Road) is greater than is reasonable and safe under the conditions found to exist upon said road; it is

**THEREFORE RESOLVED**, that the proper maximum speed for County Road 1208 is set at 15 miles per hour at all times and no person shall operate a motor vehicle in excess of 15 miles per hour set speed on said County Road 1208;

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

**ADOPTED** this the 17th day of May 2022.

  
JEFF CLEMMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

ATTEST:

  
Tiffany Memman  
COUNTY CLERK

  
KERRY WATSON  
COMMISSIONER



**\State of Alabama  
Cullman County**

**RESOLUTION NO. - 2022-47**

**WHEREAS**, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1598 from Hwy 69 to Morgan County line is greater than is reasonable and safe under the conditions found to exist upon said road; it is

**THEREFORE RESOLVED**, that the proper maximum speed for County Road 1598 is set at 35 miles per hour at all times and no person shall operate a motor vehicle in excess of 35 miles per hour set speed on said County Road 1598;

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

**ADOPTED** this the 17th day of May 2022.

  
JEFF CLEMMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

ATTEST:

  
COUNTY CLERK

  
KERRY WATSON  
COMMISSIONER

**\State of Alabama  
Cullman County**

**RESOLUTION NO. - 2022- 48**

**WHEREAS**, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1866 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

**THEREFORE RESOLVED**, that the proper maximum speed for County Road 1866 is set at 30 miles per hour at all times and no person shall operate a motor vehicle in excess of 30 miles per hour set speed on said County Road 1866;

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

**ADOPTED** this the 17th day of May 2022.

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

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

ATTEST:

  
\_\_\_\_\_  
DYAN MEMMAR  
COUNTY CLERK

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

**RESOLUTION NO. 2022 – 49**

**TO ENTER INTO CONTRACT WITH GOODWYN, MILLS & CAWOOD FOR ENGINEERING SERVICES**

WHEREAS, the Cullman County Commission has determined that it would serve a public purpose to enter into contract with Goodwyn, Mills & Cawood for professional airport planning and engineering services related to the Cullman Regional Airport improvements for a five-year period; and

NOW THEREFORE BE IT RESOLVED, by the Cullman County Commission in the State of Alabama that the Chairman and/or Cullman County Commission is hereby authorized to enter a contract with Goodwyn, Mills & Cawood for professional airport planning and engineering services related to the Cullman Regional Airport improvements for a five-year period.

ADOPTED BY THE Cullman County Commission this the 17th day of May, 2022.

Attest:

  
Tiffany Merriman,  
County Clerk

  
Jeff Clemons,  
Chairman

  
Kerry Watson,  
Associate Commissioner

  
Garry Marchman,  
Associate Commissioner

**MASTER AGREEMENT  
PROFESSIONAL AIRPORT CONSULTING AND ENGINEERING SERVICES  
CULLMAN REGIONAL AIRPORT  
CULLMAN, ALABAMA**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Cullman, Alabama and Cullman County, Alabama (hereinafter called the OWNER) and Goodwyn Mills Cawood, LLC (hereinafter called the ENGINEER) WITNESSETH that whereas the OWNER intends to contract for professional engineering and planning services to the Cullman Regional Airport under a five (5) year General Services Consultant contract (the Project).

NOW THEREFORE, the OWNER and the ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the ENGINEER and the payment for those services by the OWNER, as set forth below.

The ENGINEER will serve as the OWNER's professional engineering representative for the Project to which this Agreement applies, and will give consultation and advice to the OWNER during the performance of their services.

**ARTICLE 1: GENERAL**

The ENGINEER will perform professional planning, design, construction, survey, and land acquisition services in connection with the Project as hereinafter stated. As used herein, "Services" shall include ENGINEER's services in connection with the Project. The ENGINEER will proceed with the Services applicable for this Project after receiving written authorization from OWNER to proceed.

**ARTICLE 2: TASK ORDERS**

Task Orders shall be used to describe the parties' mutual Agreement on the scope of services, compensation and other particulars stated therein for projects. Task Orders shall be in the general form shown in attached Exhibit "A". Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement.

**ARTICLE 3: SCOPE OF SERVICES**

ENGINEER shall provide the Scope of Services of each Task Order. The scope for each task shall be established concurrently with compensation to be included in the Task Order and made a part of this Agreement.

**ARTICLE 4: COMPENSATION**

OWNER will pay ENGINEER based on one of two methods: either

- 1) a specific Task Order with a set fee and scope negotiated prior to commencement of the work, or
- 2) on an hourly structure based on the ENGINEER's rate schedule included in Exhibit "B" and amended annually by mutual agreement.

ENGINEER shall periodically invoice OWNER for Services rendered. Invoices for services rendered that are funded through Federal or State programs will be due and payable within 15 days of the OWNER receiving the Federal or State funds; provided however that in the event that such funding does not occur then the OWNER shall pay ENGINEER within 180 days from the date of the Invoice. Invoices for services not funded through Federal or State programs will be payable within 30 days of receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount. If the OWNER fails to make any payment due to ENGINEER on account of their services and expenses within thirty (30) days after receipt of the ENGINEER's bill therefor, the amounts due the ENGINEER shall bear a late charge of 1% per month on the unpaid balance from said thirtieth day, and in addition the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until it has been paid in full all amounts due them on account of their services and expenses. OWNER shall pay ENGINEER's reasonable attorneys' fees incurred in connection with any proceeding instituted to recover invoice amounts.

If this Agreement is terminated upon the completion of the ENGINEER'S Services, progress payments to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Services when the ENGINEER is being compensated on the basis of a lump sum or a percentage of construction cost, the ENGINEER shall be paid for services rendered on the basis of its reasonable estimate of the portion of such phase completed prior to termination. If this Agreement is terminated during any phase of Services when the ENGINEER is being compensated on the basis of payroll times a factor, the ENGINEER shall be paid for services rendered to the date of termination, In the event of any termination, the ENGINEER will be paid for all their reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase of Services is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in Article 15 for termination during any phase of their services.

The payroll costs used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of fringe benefits including, but not limited to, social security contributions, unemployment, excise and payroll

taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

Reimbursable expenses shall mean the actual expenses of transportation and subsistence of principals, employees and consultants for the services incidental thereto when traveling in connection with the Project; expenses incidental to obtaining bids or proposals from contractors; expenses of furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project related items; expense of computer time including an appropriate charge for previously established programs.

#### **ARTICLE 5: OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment Section D (Owner's Responsibilities), of each Task Order. In addition, the Owner shall perform and provide the following in a timely manner so as not to delay the Services of Engineer:

- a) Provide full information as to the OWNER'S requirements for the Project.
- b) Place at Engineer's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by the ENGINEER to perform its Services.
- c) Guarantee access to and make all provisions for the ENGINEER to enter upon a public and private property as required for the ENGINEER to perform their services under this Agreement.
- d) Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- e) Provide such legal, accounting and insurance counseling services as may be required for the Project and such auditing service as the OWNER may require ascertaining how or for what purpose any Contractor has used the moneys paid to them under the construction contract.
- f) Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- g) Give prompt written notice to ENGINEER whenever OWNER becomes aware of any development that affects the scope or timing of ENGINEER'S Services, or any defect in the Services of ENGINEER.
- h) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.



- i) Advise ENGINEER of the identity and scope of services of any independent consultants retained by OWNER to provide services in regard to the project.
- j) Bear all costs incident to compliance with requirements of this Article.

#### **ARTICLE 6: STANDARD OF CARE**

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this Agreement applies as hereinafter provided. ENGINEER may employ such sub-consultants, as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not employ any sub-consultant unacceptable to the OWNER. ENGINEER shall be responsible for such sub-consultants and related services performed under this Contract Agreement.

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media produced in connection with the Services.

ENGINEER shall conduct itself according to, and shall abide by, all applicable laws, rules, and regulations and OWNER'S applicable standards of business conduct, including acting ethically, honestly, and with fair dealing in a manner that does not disparage to cause damage or disrepute to the OWNER.

#### **ARTICLE 7: INDEMNIFICATION AND LIABILITY**

Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project and the ENGINEER'S fee for the Services, and in consideration of the promises contained in this Agreement, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

To the fullest extent allowed by law, ENGINEER hereby agrees to indemnify and hold OWNER harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising out of the breach of this Agreement by ENGINEER.

ENGINEER further agrees to indemnify and hold OWNER harmless from any claims and against all costs, expenses, damages, and liabilities based upon or arising out of the negligent and/or reckless acts of ENGINEER's employees, contractors, directors, affiliates and/or agents.

To the fullest extent allowed by law, OWNER hereby agrees to indemnify and hold ENGINEER harmless from any claims and against all costs, expenses, damages, and liabilities based upon or arising out of the breach of this Agreement by OWNER. OWNER further agrees to indemnify and hold ENGINEER harmless from any claims and against all costs,

expenses, damages, and liabilities based upon or arising out of the negligent and/or reckless acts of OWNER's employees, contractors, directors, affiliates and/or agents. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the OWNER, OWNER officials or OWNER employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the OWNER shall ever be personally liable for the performance of any obligations hereunder.

The terms and conditions of this Article shall survive the completion of the Services, or any termination of this Agreement.

#### **ARTICLE 8: LIMITATIONS OF RESPONSIBILITY**

If this Agreement provides for any construction phase services by ENGINEER, it is understood that the Contractor, not ENGINEER, is responsible for the construction of the project, and that ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. Additionally, ENGINEER shall not be responsible for (a) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to ENGINEER, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and code; or (b) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to ENGINEER in a Task Order.

#### **ARTICLE 9: OPINIONS OF COST AND SCHEDULE**

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s), methods of determining prices, or over competitive bidding or market conditions, its estimates of cost for the Project provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by it.

#### **ARTICLE 10: REUSE OF DOCUMENTS**

All documents including, but not limited to, 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 verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall, to the fullest extent permitted by law, 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.

#### **ARTICLE 11: TERMINATION AND SUSPENSION**

This Agreement may be terminated at any time by mutual Agreement of the parties, said Agreement to be evidenced by a written termination letter or Agreement executed by both parties. Either party must provide the other party with written notice of its intent to terminate the Agreement at least thirty (30) days prior notification.

Additionally, OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon thirty (30) days' written notice to the ENGINEER. ENGINEER shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay ENGINEER for all the Services performed plus valid termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

#### **ARTICLE 12: DELAY IN PERFORMANCE**

Neither OWNER nor ENGINEER shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or ENGINEER under this Agreement or any Task Order. ENGINEER shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

ENGINEER affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally protected status. It is ENGINEER'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ENGINEER agrees that on the selection of any subcontractor by them or employees that it will not in any way discriminate against any person, company or corporation due to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran or any other legally protected status.

#### **ARTICLE 14: SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **ARTICLE 15: INTEGRATION**

This Agreement, including Exhibits "A", "B", "C", "D", and "E" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated Agreement between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and Agreements, whether oral or written, relating to the subject matter of this Agreement.

#### **ARTICLE 16: SUCCESSORS AND ASSIGNS**

The OWNER and the ENGINEER each binds itself and its partners, successors and assigns to the other party to this Agreement and to the partners, successors and assigns of such other party, in respect to all covenants of this Agreement.

#### **ARTICLE 17: ASSIGNMENT**

Neither OWNER nor ENGINEER shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, ENGINEER may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent ENGINEER from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

#### **ARTICLE 18: NO THIRD-PARTY RIGHTS**

The Services provided for in this Agreement are for the sole use and benefit of OWNER and ENGINEER. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

**ARTICLE 19: GOVERNING LAW**

This Agreement shall be governed by the laws of Cullman County and the State of Alabama.

**ARTICLE 20: FEDERAL REQUIREMENTS FOR PROJECTS FUNDED WITH AIP FUNDS**

During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "ENGINEER") agrees to the Federal requirements as shown in Exhibit "C".

**ARTICLE 21: JURISDICTION**


The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of Cullman County and the State of Alabama.

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

## Exhibit "A" Sample Task Order

### SCOPE OF SERVICES ENGINEERING DESIGN SERVICES FOR PROJECT

GMC will provide engineering design services for the following construction project at the Cullman Regional Airport:

#### PROJECT

The Engineering Design Services will consist of the preparation of construction drawings and specifications necessary to complete the project, as well as the necessary documents to advertise for bids, receive construction proposals, and award construction contract. The professional services will include the following elements of work:

**Element 1 – Project Formulation** will include the preparation of work scope, fees, predesign/scoping meetings, preliminary project evaluation, and funding assistance documentation including categorical exclusion and applications, and submittal of 7460 and Construction Safety Phasing Plan to FAA for preliminary airspace review.

**Element 2 – Topographic Survey Work** will be completed of the project area.

**Element 3 – Geotechnical Investigation** will be completed within the project area.

**Element 4 – Construction Plans** will consist of:

1. Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings.
2. Legend, Abbreviations and Quantities with item number, specification numbers, description of work item, unit and quantity.
3. Construction Safety and Phasing Plan Layout and General Notes
4. Construction Sequence Plan
5. Existing Conditions
6. Project Layout Plan and Staking Plan
7. Demolition Plan, Demolition Notes
8. Erosion and Sediment Control Details Plan, Notes and Details
9. Drainage Plan and Details
10. Marking Plan and Marking Details
11. Grading and Paving Plan
12. Pavement Typical Sections



**Element 5 – Contract Document(s)** including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and Alabama Department of Transportation (ALDOT) specifications.

**Element 6 – Engineers/Design Report** will include a detailed description of the project construction, design calculations, and discussion of rationale for design decisions.

**Element 7 – Coordination, Review and Comments** will submit plans and specifications to ALDOT and address comments as follows:

1. Provide one electronic set of plans and specifications to ALDOT for initial review.
2. Respond to ALDOT comments and resubmit.
3. Upon ALDOT concurrence, Print and Deliver one (1) set of final plans and contract documents to ALDOT for coordination

**Element 8 – Meetings** will include the following:

1. Kickoff meeting to view the site conditions, review scope of work, schedule, and proposed layout options.
2. 50% review meeting with ALDOT and Sponsor to review progress, resolve potential issues, gain consensus of design.
3. 95% review meeting with ALDOT and Sponsor to finalize plans and determine construction schedule.

Bidding and permitting services will be completed in a future phase of this project and are not included in this scope of work.

## Exhibit "B" Hourly Rate Schedule

### 2022 Standard Rate and Fee Schedule

#### Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$ 170.00
Field Crew Supervisor	\$ 150.00
Survey Crew (two-man survey crew)	\$ 150.00
Survey Crew (three-man survey crew)	\$ 185.00
Survey Crew (four-man survey crew)	\$ 215.00

#### Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.585 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

## Exhibit "C"

### Federal Requirements for Projects Funded with AIP Funds

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. **Access to Records and Reports.** The ENGINEER must maintain an acceptable cost accounting system. The ENGINEER agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The ENGINEER agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- B. **Breach of Contract.** Any violation or breach of terms of this contract on the part of the ENGINEER or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide ENGINEER written notice that describes the nature of the breach and corrective actions the ENGINEER must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the ENGINEER must correct the breach. Owner may proceed with termination of the contract if the ENGINEER fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- C. **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.
- D. **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.*)



E. **Clean Air/Water Pollution Control.** The ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). The ENGINEER agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

F. **Contract Workhours and Safety Standards Act.**

1. **Overtime Requirements.**

No consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the ENGINEER and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. **Subcontractors.**

The ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**G. Debarment and Suspension.**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

The consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**H. Disadvantaged Business Enterprise.** The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The ENGINEER agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from 30. The ENGINEER agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

- I. **Distracted Driving.** In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the ENGINEER to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The ENGINEER must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.
  
- J. **Energy Conservation Requirements.** The ENGINEER and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).
  
- K. **Equal Opportunity.** During the performance of this contract, the ENGINEER agrees as follows:
  - (1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The ENGINEER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the ENGINEER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the ENGINEER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The ENGINEER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

- L. **Fair Labor Standards Act.** This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The ENGINEER has full responsibility to monitor compliance with the referenced statutes and regulations. The

ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

M. **Occupational Safety and Health Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

N. **Trade Restriction Certification.** The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

- O. **Lobbying and Influencing Federal Employees.** The Bidder or Offeror certifies by signing this Agreement, to the best of his knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, 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 contract, 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 contract, grant, 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, subgrants, 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 \$10,000 and not more than \$100,000 for each such failure.

- P. **Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the ENGINEER and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- Q. **Termination of Contract.** The Owner may, by written notice to the ENGINEER, terminate this Agreement for its convenience and without cause or default on the part of ENGINEER. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the ENGINEER must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the ENGINEER for satisfactory work completed up through the date the ENGINEER receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold ENGINEER harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- R. **Tax Delinquency and Felony Convictions.** The ENGINEER represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. The ENGINEER represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Exhibit "D" Subconsultants

The ENGINEER proposes the use of the following subconsultants to perform such services as described below for "the project":

1. DBE PLAN PREPARATION – Taffy Pippin, LLC, Montgomery, AL

*\*This firm is currently registered with ALDOT as a certified Disadvantaged Business Enterprise (DBE).*

Any addition or removal of a subconsultant from this list shall require a written request from the ENGINEER to the OWNER. The OWNER shall then evaluate the request and provide the ENGINEER with written approval of the change in subconsultant. No changes in subconsultants shall be made without written approval of the OWNER.



## Exhibit "E" Potential Projects/Scopes of Services

### Scope of Services

This Scope of Services list shall serve as the baseline of projects for the MASTER AGREEMENT for PROFESSIONAL AIRPORT CONSULTING AND ENGINEERING SERVICES (the AGREEMENT), between the City of Cullman, Alabama and Cullman County, Alabama (OWNER) and Goodwyn Mills Cawood, LLC (ENGINEER). This list shall be updated and changed as projects are completed and updated, or as additions and removals are made to the Cullman Regional Airport five (5) year Capital Improvement Program (CIP) is maneuvered, and shall contain projects not immediately in the CIP project list. The list for Scope of Services as proposed is as follows:

1. Prepare Project Funding Applications and grant administration for local, state or federal grants.
2. Analyze and Prepare Capital Improvements Program (CIP) Documents.
3. Update DBE goals and Prepare and Assist in the execution of DBE contracts.
4. Prepare and Update Property Line Maps, Airport Layout Plan (ALP), and other airport planning studies.
5. Perform Design, Bidding and Negotiation, Construction Administration, and Inspection Services for Airport Buildings (Terminal, Hangars, etc.).
6. Address of Inspection Results and Findings for Compliance.
7. Prepare Environmental Assessments and Environmental Permitting as necessary.
8. Perform Assessment, Design, Construction Administration.
9. Perform Land Acquisition, Relocation Services, and necessary Obstruction Removal.
10. Utility Coordination, Relocation, and Installation Design.
11. Soil investigation, including core sampling, laboratory tests, related analyses, and reports.
12. Educational Seminars for Community Airport Involvement and Growth.
13. Economic Development Summits for Airport Growth.
14. Airport Business Planning and Management Support Services.
15. Public information and community involvement surveys, studies and activities.
16. Field and/or construction surveys.
17. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.
18. Such other airport-related work at the Airport, as the OWNER may deem necessary.

**Cullman REGIONAL AIRPORT  
Cullman, Alabama**

**Attachment A**

**SCOPE OF WORK  
for  
AIRPORT MASTER PLAN UPDATE**

**Airport Improvement Program (AIP) Project No. \_\_\_\_\_**

**INTRODUCTION**

This scope of services identifies requisite elements necessary to develop a focused master plan study including an update of the existing Cullman Regional Airport Layout Plan (ALP) drawing set for Cullman Regional Airport. The current approved ALP is dated July 2015. The purpose of this update is to identify improvements necessary to accommodate aviation activity at the airport during the 20-year planning period, serve as the airport's guide to future development, and meet grant assurance requirements to maintain a current, approved ALP. The Alabama Department of Transportation Aeronautics Bureau (ALDOT) and the Federal Aviation Administration (FAA) will review and conditionally approve these ALP documents. An updated ALP drawing set and a focused master plan study will be the final products of this project.

A focused master plan study and the ALP drawing set update will be completed in accordance with items in FAA Advisory Circular (AC) 150/5300-13A Change 1 *Airport Design*, AC 150 5070-6B Change 2 *Airport Master Plans*, and FAA's Standard Operating Procedures (SOPs) 2.00 and 3.00. Additionally, the focused master plan study will be completed in accordance with other applicable FAA Orders, Advisory Circulars, Reports and Regulations; Transportation Security Regulations or Security Related Publications; and other General Airport Publications current at the time of project inception.

**ELEMENT 1: FOCUSED MASTER PLAN NARRATIVE REPORT**

- **INTRODUCTION**

The Introduction will identify objectives, key issues, and the purpose of the focused master plan study and ALP drawing set update. In addition, the Introduction should provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand, while considering potential environmental and socioeconomic impacts.

- **INVENTORY OF EXISTING CONDITIONS**

Airport and community data will be collected from the FAA, ALDOT and other available sources. This will include both data relative to Cullman Regional Airport and the surrounding community. High-level or other known environmental considerations will be noted during this element in order to fulfill the environmental requirements outlined in the ALP Review Checklist. This element will also include an inventory of physical facilities within the present boundary of the airport, including buildings, runways, taxiways, aprons, internal roadways, and visual and electronic approach aids. The inventory will aim to identify and describe existing facilities as to quality, type, and condition.

- **FORECASTS OF AVIATION ACTIVITY**

A high-level aviation forecast will be developed by utilizing historical and current data on aeronautical activity collected in the Inventory of Existing Conditions task above, by utilizing the FAA Terminal Area Forecasts (TAF) and any other relevant aviation forecasts (i.e., state system plan forecasts). Activity projections for the 5-, 10-, and 20-year time frames will form the basis for the future airport development program.

The first three sections of the narrative report (i.e., Introduction, Inventory of Existing Conditions and Forecasts of Aviation Activity) will be submitted to the FAA and ALDOT. FAA and ALDOT will review and approve the aviation forecast in order for the remaining sections of the narrative report to be completed.

- **FACILITY REQUIREMENTS**

Based on the aviation forecasts and potential unforecasted demand, the existing and future facilities needed to meet current and future demand of the Airport will be determined. The critical aircraft will be assessed throughout the 20-year planning period in accordance with AC 150/5300-13A, and will provide the airport design standards as defined in FAA AC 150/5300-13A, *Airport Design*; Federal Aviation Regulation (FAR) Part 77; and other FAA ACs and Orders as appropriate. The proposed facility requirements will be discussed in Meeting #2 between the Sponsor, FAA, and ALDOT along with the alternatives analysis.

- **ALTERNATIVES ANALYSIS**

Proposed airport development layouts will be discussed in Meeting #2 between the Sponsor, FAA, and ALDOT for each functional area, along with the proposed facility requirements. Alternatives will be developed for a maximum of three (3) alternatives for three (3) selected airport functional areas. All alternatives developed will comply with the applicable FAA design standards. The merits and shortcomings for each alternative and the rationale for the preferred alternative will be explained in the narrative report. The prospective development and use of the areas in the vicinity of the terminal building, south hangar development area, and the area west and north of the existing GA Apron will be focused on.

Conditions requiring additional analyses, such as declared distances, displaced thresholds, or non-standard airport features that may require a Modification of Standards (MOS) will be documented in the narrative report and in the ALP drawing set. Full analyses and FAA-required documentation for these potential conditions will be completed under a separate scope of services.

The preferred alternative will be presented in the updated ALP drawing set.

- **CAPITAL IMPROVEMENT AND IMPLEMENTATION PLAN**

This task will determine the Airport's Capital Improvement Plan (CIP) and identify costs and phasing of proposed improvement and development projects at the Airport. Projects recommended during the 20-year planning period will be classified in three general development phases – short (5 years), intermediate (10 years), and long-term (20 years) planning periods.

The CIP and this task will also serve as the facilities implementation plan. It will address all of the Airport's planned capital projects to ensure that adequate fiscal, staff, scheduling and other resources are available. The implementation plan must balance funding constraints; project sequencing limitations; environmental processing requirements; agency and tenant approvals and coordination processes; business issues, such as leases and property acquisition; and sponsor preferences.

Particular focus in this task will be given to detailed estimated costs for short-term improvement and development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. These costs will be shown as distributed between Federal, State, and Local funding. The detailed five-year CIP will be provided to FAA and ALDOT and will be included in the narrative report. However, the sponsor will keep the official and current 5-year CIP on file with ALDOT. All applicable projects listed on the CIP will be shown in the ALP drawing set update to be considered for federal and state funding.

- **DRAFT OF FOCUSED MASTER PLAN NARRATIVE REPORT**

A draft of the Narrative Report will be prepared to contain all sections listed: Introduction, Inventory of Existing Conditions, Forecasts of Aviation Activity, Facility Requirements, Alternative Analysis, and Capital Improvement/Implementation Plan. One electronic (pdf) and hard copy each of the draft narrative report and draft ALP drawing set will be delivered to FAA and ALDOT, along with a completed ALP and Exhibit A Review Checklist 2.00 and 3.00, as discussed in Element 2.

## **ELEMENT 2: AIRPORT LAYOUT PLANS**

The Airport Layout Plan (ALP) drawing set update will be prepared in digital drawing format. Shading and other techniques will be used to indicate the phasing of proposed airport improvement projects. All sheets within the ALP drawing set update must adhere to requirements set forth by the FAA AC/150-5070-6B *Airport Master Plans*, FAA AC 150/5300-13A, *Airport Design*; Federal Aviation Regulation (FAR) Part 77; and other current FAA ACs and Orders. A completed copy of the ALP Review Checklist according to FAA's Standard Operating Procedures (SOPs) 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*, dated October 1, 2013 will be submitted with the draft set for FAA review.

- **Aeronautical Survey** – This project includes the acquisition and processing of aerial imagery and data for an Airports Geographic Information System (AGIS) obstruction survey. The survey acquisition and processing in this aeronautical survey will also meet mapping standards outlined in FAA Advisory Circulars 150/5300-16B, -17C and -18B. Attachment 1 provides additional detail on this effort.

Drawings that will be included in the updated ALP drawing set update are as follows.

- **Title Sheet** – The Title Sheet or cover sheet will include the airport name, airport sponsor and contact information, grant number, location, ALP preparer, and approval signature block. An index of drawings, graphic representations of the airport location, and airport vicinity will also be shown on the title sheet.
- **Airport Data Sheet** – This drawing will provide information pertinent to the airport, including the runway and taxiway geometry information, safety critical information, wind information, NAVAIDs, etc. This sheet can also be combined with the Airport Layout Drawing, as long as the additional information does not clutter the drawing.

- **Airport Layout Drawing** – This drawing will include existing and future airport facilities and serves as the airport’s 20-year development guide. This drawing will include the depiction of all applicable design standards, including landing areas, movement areas and aircraft parking areas (e.g., runways, taxiways, helipads, aprons, etc.), required facility identifications, description labels, imaginary surfaces, Runway Protection Zones, Runway and Taxiway Safety Areas, Runway and Taxiway Object Free Areas, Runway Obstacle Free Zones and appropriate data tables.
- **Airport Airspace Drawing** – This drawing will depict airport imaginary airspace surfaces based on 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace* for the full extent of all airport development. This drawing will show, in-plan view over a USGS Quadrangle base map, all Part 77 surfaces, based on the ultimate runway lengths. This sheet will also show profile views of ultimate approaches. The Airport Airspace Drawing sheet or accompanying sheets will also include obstruction data tables. Obstructions within the inner approaches will not be listed in these obstruction data tables, or shown on the drawing. All airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing (i.e., Part 77 primary, outer approach, horizontal, transitional, and conical surfaces) will be shown on the drawing.
- **Inner Portion of the Approach Surface Drawing** – This drawing will depict the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the applicable airport imaginary airspace surfaces contained in 14 CFR Part 77 *Safe, Efficient Use, and Preservation of the Navigable Airspace* and FAA AC 150/5300-13A, *Airport Design*. The drawing viewport(s) will be drawn from the runway end and threshold to a point on the approach slope at least 100 feet above the runway end elevation. The size of the viewport may restrict each sheet to just one runway end in the plan and profile viewports. Obstruction data for these surfaces will be shown in data tables that will include: an alphanumeric identification number for each object; a description of the object; the object top mean sea level (MSL) elevation; the surface penetration identification and the amount of object penetration; and a proposed disposition of the obstructing object to remedy the penetration. The Runway Departure Surface will also be depicted in this drawing.
- **Terminal Area Plan Drawing** – This plan drawing will consist of drawings with large-scale depiction of areas with significant terminal facility development. Such a drawing is typically an enlargement of a portion of the ALP. Relevant FAA surfaces and separations between hangars and airside facilities, taxilanes, and immovable objects will be shown with dimensions, as appropriate. In keeping with previous efforts, it is anticipated a minimum of two (2) drawings will be required to be produced.
- **Land Use Drawing** – This drawing will depict land uses and zoning in the area around the airport. At a minimum, the drawing will contain land within the extent of the future RPZs, if they extend beyond the airport property. The on-airport land use and off-airport land use drawings will be combined. The drawing scale will be within a range of 1" = 200' to 1" = 600'. In conjunction with the development of this drawing, recommendations will be presented in a separate white paper deliverable regarding establishment and implementation of zoning ordinances. This may include the compilation of draft zoning regulations for owner legal counsel review.
- **Exhibit 'A' Airport Property Inventory Maps** –The Exhibit 'A' Airport Property Inventory Map will identify all land that is designated airport property and will provide an inventory of all parcels that

make up the Airport. Furthermore, the Exhibit 'A' will provide more detailed information for airport property, including, the FAA project number for any land acquired under a Grant, the type of easement acquired (e.g., clearing, avigation, utility, etc.) and the purpose for the acquisition (e.g., noise compatibility). The Exhibit 'A' Airport Property Inventory Map is a standalone drawing that may be submitted separately, but is intended to be included with the ALP drawing set. Draft submission to FAA review will include ALP Review Checklist 3.00 for Exhibit 'A' Airport Property Inventory Map.

- **Boundary Verification** – The information contained in the current 2015 Exhibit A will be verified and be used as the basis for the Airport Property Line and Exhibit A Airport Property Map. The information will be supplemented within reason with a process that includes document and/or field review of applicable properties sufficient to provide assurance of accuracy.

### **ELEMENT 3: PROJECT DOCUMENTATION/DELIVERABLES**

Project documentation/deliverables will consist of both the updated ALP drawing set update and the focused master plan narrative report. The narrative report will be printed and bound in a spiral notebook, three ring binder, or similar. Per the AC 150/5070-6B *Airport Master Plans*, the ALP drawing set update will be a minimum of 22" x 34" (ARCH D). The steps of the deliverables process during the draft and final stages are as follows:

- **Forecast Submittal** – One electronic copy in PDF format of the Introduction, Inventory of Existing Conditions and Forecasts of Aviation Activity will be submitted to FAA and ALDOT for review and approval.
- **Draft Submittal to the FAA and ALDOT** – One electronic (pdf) and hard copy each of the draft focused master plan narrative report and draft ALP drawing set update will be delivered to FAA and ALDOT, along with a completed ALP Review Checklist 2.00 and 3.00. Upon concurrence of any revisions based on FAA and ALDOT comments, two (2) paper copies of the narrative report, and two (2) paper copies of the full ALP drawing set update will be sent to ALDOT, along with one electronic copy each of the focused master plan narrative report and ALP drawing set update in PDF format for FAA Circularization.
- **Final Submittal to the Department** – Upon concurrence of any revisions based on FAA circularization, a total of seven (7) locally approved paper copies of the focused master plan narrative report and ALP drawing set update will be delivered to the FAA for Conditional Approval. FAA will return one (1) copy to ALDOT, one (1) copy to the Sponsor, and one (1) copy to the Consultant.

### **ELEMENT 4: MEETINGS, COORDINATION, and SCHEDULE**

Two (2) meetings with FAA, ALDOT, and the Airport Sponsor will be held to develop the focused master plan narrative report and ALP drawing set described in this scope of services. The first meeting will be a kickoff meeting between the FAA, ALDOT, and the Airport Sponsor. The second meeting between the FAA, ALDOT, and the Airport Sponsor will be held to discuss the proposed facility requirements and alternatives analysis once the forecast is approved by ALDOT and the FAA. Written comments and answers will be documented in the focused master plan final narrative report.

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**Meeting Agendas and Minutes will be prepared and distributed to the meeting attendees. Meeting Agendas will be provided prior to meeting date and Meeting Minutes will be distributed following the meeting.**

**In total, the anticipated project is expected to be completed in 12 months, excluding Sponsor, FAA, and ALDOT review times.**

**Cullman Regional Airport (CMD)  
 Airport Layout Plan Update  
 Attachment B  
 Basic Services Fee Breakdown**

Task	Description	Senior Plan/Eng	Project Manager	Airport Planner	Civil/Env. Engineer	Junior Plan/Eng	Admin
<b><u>ELEMENT 1 NARRATIVE REPORT</u></b>							
1.1	Introduction		1	2		2	
1.2	Inventory of Existing Conditions Inventory Data Collection	1	2	6		6	2
1.3	Forecasts of Aviation Activity Review of Published Forecasts Critical Aircraft Selection			6 1		0 0	2 1
1.4	Facility Requirements Airfield Facility Requirements Terminal Area Facilities University/Tenant/and Support Facilities	1 1 1	2 2 2	12 12 6	0 0 0	5 5 5	1 1 1
1.5	Alternatives Analysis Identification of Preliminary Alternatives (3) Evaluation of Alternatives Selection of Preferred Alternatives	1 1 1	2 2 2	23 21 6	0 0 0	27 19 4	1 1 1
1.7	Capital Improvement and Implementation Plan	2	4	8	0	4	1



**ELEMENT 2 AIRPORT LAYOUT PLANS**

<b>2.1</b>	<b>Aeronautical Survey</b>	1	2	20	0	4	
<b>2.2</b>	<b>Drawing Set</b>						
	Title Sheet			1		4	
	ALP Data Sheet		2	8	0	38	
	Airport Layout Plan Drawing	1	4	20	0	50	
	Airspace Drawing		2	14	0	28	
	Inner Approach Sheet Runway 18		2	8	0	16	
	Inner Approach Sheet Runway 36		2	8	0	12	
	Terminal Area Plan Drawing 1 of 2	1	2	14	0	14	
	Terminal Area Plan Drawing 2 of 2	1	2	14	0	14	
	Land Use Drawing		2	14	0	8	
	Exhibit A Property Map	1	4	20	0	24	4
<b>2.3</b>	<b>Boundary Verification</b>	1	1	1	0	0	1

**ELEMENT 3 PROJECT DOCUMENTATION AND DELIVERABLES**

<b>3.1</b>	<b>Forecast Submittal</b>	1	1	1	0	0	1
<b>3.2</b>	<b>Draft Submittal</b>	4	6	8	0	8	1
<b>3.3</b>	<b>Final Submittal</b>	1	4	8	0	8	1

**ELEMENT 4 PROJECT ADMIN, MEETINGS, AND COORDINATION**

<b>4.1</b>	<b>Project Administration, Meetings, and Coordination</b>	2	6	12			0
<b>4.2</b>	<b>Sponsor/FAA/ALDOT Meetings 1&amp;2</b>	4	8	8			0

27	70	282	0	305	20
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**Basic Services Fee**

	Hours	Rate	Total
Senior Plan/Eng.	27	\$ 55.29	\$ 1,493
Project Manager	70	\$ 58.34	\$ 4,084
Airport Planner	282	\$ 41.10	\$ 11,590
Civil/Env. Engineer	0	\$ 32.00	\$ -
Junior Plan/Eng.	305	\$ 33.08	\$ 10,089
Administrative Assistant	20	\$ 29.78	\$ 596
<b>Total Direct Labor</b>			<b>\$ 27,852</b>
Combined Overhead	166.32%		\$ 46,323
Operating Margin		15%	\$ 11,126

**Out-of-Pocket Expenses:**

	Miles	Rate	Total
8 trips @ 80 Miles per round trip	640	\$0.585	\$ 374
Printing, Reproduction, Shipping			\$ 750
<b>Total Out-of-Pocket</b>			<b>\$ 1,124</b>

FCCM	0.34%	\$ 95
Subtotal Basic Services Fee		\$ 86,520

**Estimated Contract Fee \$ 154,238**

**Cullman Regional Airport (CMD)  
Airport Layout Plan Update  
Attachment C  
Estimated Additional Services**

Tasks	Description	Senior Professional Land Surveyor	CADD Tech	Crew Chief	Instrument Man	Rodman
<b>A</b>	<b>Survey</b>					
	Collection of Field Data and Deed Research	4	16	16	16	16
	Field Notes, Sketches, and Photographs and Survey Computations	4	8	12	8	8
	Preparation of Survey Plat	4	24			
		12	48	28	24	24
		Hours	Rate	Total		
	Senior Professional Land Surveyor	12	\$ 32.06	\$ 385		
	CADD Tech	48	\$ 29.35	\$ 1,409		
	Crew Chief	28	\$ 23.82	\$ 667		
	Instrument Man	24	\$ 17.30	\$ 415		
	Rodman	24	\$ 15.00	\$ 360		
	<b>Total Direct Labor</b>			\$ 3,236		
	Combined Overhead	166.32%		\$ 5,382		
	<b>Sub-Total</b>			\$ 8,617		
	Operating Margin	10%		\$ 862		
	2 trips @ 50 miles each	100	\$0.585	\$ 59		
	FCCM	0.34%		\$ 11		
	<b>Estimated Survey Fee</b>			\$ 9,548		
<b>B</b>	<b>Sunconsultant Aeronautical Survey</b>			<b>Total</b>		
	Aeronautical Survey sub (nV5)			\$ 55,400		
	Sub-Total Subconsultants			\$ 55,400		
	5% Subconsultant Fee			\$ 2,770		
	<b>Total Aeronautical Survey Subconsultant</b>			<b>\$ 58,170</b>		
<b>Total Estimated Additional Services Fee</b>						<b>\$ 67,718</b>

March 24, 2022

Mr. Matt Thomason, AICP, CM, PE  
Goodwyn | Mills | Cawood  
2660 EastChase Lane, Suite 200  
Montgomery, Alabama 36117

Project: 040879 | Aeronautical Obstruction Survey – Cullman Regional Airport-Folsom Field (CMD)

Dear Mr. Thomason,

This summary of work describes our understanding of the scope of work and services required for an aeronautical obstruction survey at the Cullman Regional Airport-Folsom Field (CMD) located in Cullman, AL. The project will be done in compliance with ADIP policies and will include an airport airspace analysis for vertically guided operations for EXISTING Runway 2/20. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16B "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17C, Change 1 "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18B, Change 1 "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"

## Summary of Work

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: 2.7.1.1 Runways with Vertical Guidance.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"=2,679' of the obstruction surface areas and 1"=1,339' of the VGPS surfaces area. The aerial imagery will cover all of the VG Airspace Analysis surfaces using an Digital Mapping Camera II-230 (DMC II-230) camera system, or comparable, during leaf-on conditions.

From the 1"=2,679' imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"=1,339' imagery, we will produce the following:

- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, and VGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, GMC and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA ADIP online database.

## Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for limited landmark planimetric feature collection and twelve inch orthophoto production. In addition, we ensure that the

photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

## Project Area

The project area encompasses all of Cullman Regional Airport-Folsom Field (CMD) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

## Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the AL State Plane Coordinate System, US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. NV5 Geospatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix" for Instrument Procedure Development.
- Final Survey Report

## Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

## 18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to the ADIP database will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.1 Analysis of EXISTING Runway 2/20 with Vertically Guided Operations (Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS)

## Other Obstruction Surveys

Other obstructions to be provided directly to GMC include:

- Existing Runway 2/20 – EB99A Table 3-2 – Rows 4, 6, & 7

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded in ADIP in ESRI Shapefile format.

## Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

## Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to the ADIP website include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 2/20
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to GMC:

- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (ortho limits)
- Other obstruction survey data for Runway 2/20 in AutoCAD/Excel/CSV file format
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

All digital files will be delivered on external hard drive or CD/DVD.

## Cost and Payment Terms

Compensation for the above services to FAA AGIS specifications will be provided as a total lump sum cost of U.S. \$54,400.00.

Compensation for the above services to non FAA AGIS specifications can be provided as a lump sum cost of U.S. \$48,300.00.

## Client Responsibilities

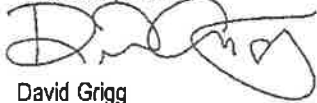
The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by GMC. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

## NV5 Geospatial Representative

Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

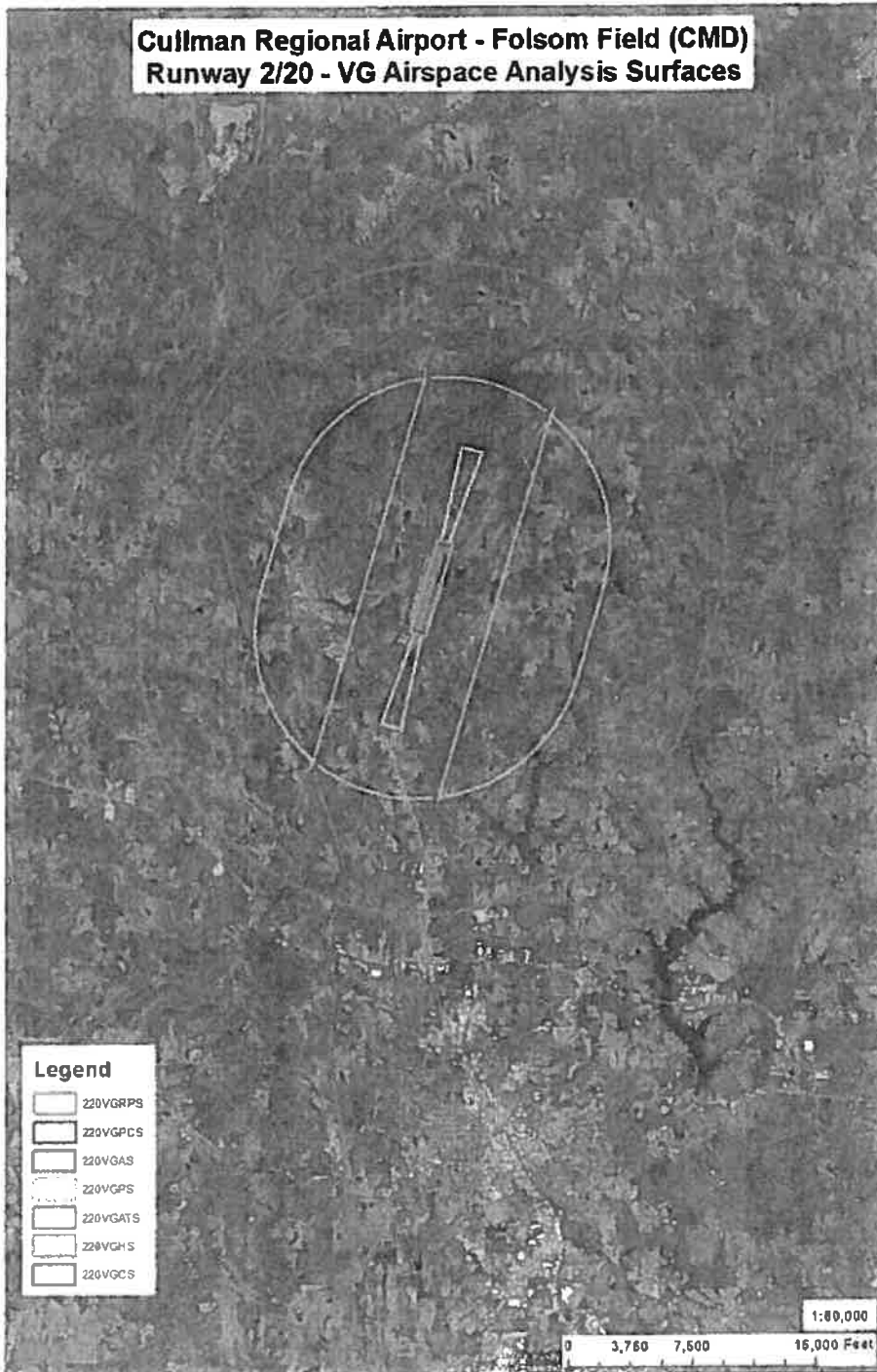
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call our office at 803-351-3136 or email me at the address shown below.

Sincerely,  
NV5 Geospatial



David Grigg  
Aviation Program Director  
[dgrigg@quantumspatial.com](mailto:dgrigg@quantumspatial.com)

**Cullman Regional Airport - Folsom Field (CMD)  
Runway 2/20 - VG Airspace Analysis Surfaces**







CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
OWNER AND ENGINEER

Cullman Regional Airport

This agreement is dated \_\_\_\_\_, 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:

**Airport Master Plan Update**

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

- General Provisions
- Attachment A – Scope of Work
- Attachment B – Basic Services Fee
- Attachment C – Additional Services

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 including Estimated Fees is **\$ 154,238**

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

B. BASIC SERVICES

ENGINEER shall furnish and perform engineering and other professional services for the project 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.

SCHEDULE OF FEES	LUMP SUM
<u>Basic Services</u>	<u>\$86,520</u>
Total Lump Sum Basic Services Fee:	\$ 86,520

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 include Additional Services are included in the Schedule of Fees below. These costs are estimates based on information currently available to the ENGINEER, including average employees' 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.

SCHEDULE OF FEES	ESTIMATED FEE
Survey	\$ 9,548
<u>Subconsultant Aeronautical Survey</u>	<u>\$ 58,170</u>
<b>Total Estimated Additional Services Fee:</b>	<b>\$ 67,718</b>

ENGINEER shall submit all statements will be issued on a monthly basis.

D. FUNDING. The Parties agree that in the event funds are not made available by the Federal and/or State Governments 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: \_\_\_\_\_

Kevin Vandenberg

Title: Aviation Manager

## 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 - BASIC SERVICES

1. PRELIMINARY PHASE: ENGINEER shall:
  - 1.1. Consult with OWNER, state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
  - 1.2. Prepare preapplications for federal and/or state assistance grants for funding of the project.
  - 1.3. Assist the OWNER in preparation of application for federal assistance and prepare OWNER'S applications for partial and final payment for submission to government agencies.
2. AIRPORT LAYOUT PLAN PHASE: ENGINEER shall:
  - 2.1. Prepare drawings that detail the existing and proposed facilities at the airport and the areas immediately surrounding the airport. Drawing sheet block/border sheet and electronic file layering organization will be established by the Consultant.
  - 2.2. Comply with the requirements contained in FAA Advisory Circulars 150/5070-6B Change 2 and 150/5300-13A Change 1, FAA SOP 2.00 and 3.00 and other standard FAA procedures.
  - 2.3. Submit to the FAA for review and approval the drawing set per Attachment A - Scope of Work.
3. NARRATIVE REPORT PHASE: ENGINEER shall:
  - 3.1. Provide sufficient detail as appropriate to describe the proposed development, provide justification for this development, and include a breakdown of costs for development.
  - 3.2. The ALP Narrative Report will be performed in accordance with the recommendations in FAA ARP SOP 2.00 as applicable for the Airport and coordinated with the FAA for any additional requirements or analysis.
4. MEETINGS AND PRESENTATIONS PHASE: ENGINEER shall:

- 4.1. Assist the OWNER through meetings and presentations on the findings of the facility requirements per Attachment A – Scope of Work.
- 4.2. Prepare graphics, maps, and images to detail the proposed plans of the OWNER in relation to FAA design requirements.

## SECTION II - ADDITIONAL SERVICES

At the request of the OWNER, the ENGINEER shall perform such additional services as required by the OWNER to complete the project. 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:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Material Investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
- C. Engineering Surveys to include topographic surveys, base line surveys, aerial mapping surveys, etc., as required and approved by the OWNER.
- D. Extra Work Created by Scope Changes, after approval of plans 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.

## 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. Furnish to ENGINEER core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing his services.
  2. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

3. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.
4. 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.
5. Provide field control surveys and fix reference points and base lines.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

#### 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 B, 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. 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 B, Additional Services.

B. 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.

C. 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 or the FAA 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.

D. 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.

E. 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.

Provision	Law/Statute
Civil Rights Act of 1964, Title VI Contractor Contractual Requirements	49 CFR Part 21
General Civil Rights Provisions in the Airport and Airway Improvement Act of 1982, Section 520	49 USC 47123
Fair Labor Standards Act	29 USC 201 et seq.; 29 CFR Chapter V
Occupational Safety and Health Act	29 CFR Part 1910
Trade Restriction Clause	49 CFR Part 30
Access to Records and Reports	2 CFR 200.333, 200.336
Veteran's Preference	49 usc 471112
Energy Conservation Requirements	42 USC 6201 et seq.
Distracted Driving	Executive Order 13513; DOT Order 3902.10
Termination of Contract	2 CFR 200
Equal Employment Opportunity	29 CFR 200 Appendix II; 41 CFR 60-1.4; 41 CFR 60-4.3

A. 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

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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)

- B. Civil Rights – General. The contractor 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
- C. Fair Labor Standards Act. This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The CONSULTANT has full responsibility to monitor compliance with the referenced statutes and regulations. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- D. Occupational Safety and Health Act. This contract and all subcontracts that result from this solicitation incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- E. Trade Restriction Certification. The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text.
- F. Disadvantaged Business Enterprise. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate
- G. Access to Records and Reports. The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

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- H. **Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- I. **Energy Conservation Requirements.** The CONSULTANT and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).
- J. **Distracted Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.
- K. **Termination of Contract.** The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- L. **Equal Employment Opportunity.** The mandatory contract language and mandatory specification language set forth in 41 CFR 60-1.4 and 41 CFR 60-4.3 is incorporated herein by reference and shall have the same force and effect as if given in full text.

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M. **Rights to Inventions.** Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

**RESOLUTION 2022-50**

(ACT 2022-29 Local Unit Retirees and Beneficiaries of Deceased Retirees)

**Be it resolved that the** Cullman County Commission,  
**through its governing authority, elects to come under the provisions of**  
**Section 2 of Act 229 of the Regular Session of the 2022 Legislature.**

**The** Cullman County Commission **agrees to provide**  
**all funds necessary to the Employees' Retirement System to cover the**  
**cost of the one-time lump sum payment as provided for by this Act for**  
**those eligible retirees and beneficiaries of deceased retirees of**  
Cullman County Commission **with the**  
**aforementioned lump sum payment being paid in October 2022.**

**CERTIFICATION**

**I,** Jeff Clemons, Chairman - Cullman County Commission, **hereby certify that**  
**the foregoing is a true and correct copy of the Resolution passed**  
**on this** 17th **day of** May, **2022.**



**Signature of Official**

Chairman - Cullman County Commission

**Official Title**

## **Policy Change Memo**

### **II-U Page 32 Policies and Procedures Manual**

Adding to 4. Should the overnight lodging be required due to the employee or elected official's participation in a conference, the expense shall be paid or reimbursed in the amount of the expense actually incurred up to the highest rate established by the host hotel as a group rate, plus applicable taxes and fees.

Replacing 6. Should the host hotel have no availability, the payment or reimbursement for lodging should not exceed the highest group rate for the conference hotel.



## **Policy Change Memo**

II-U Page 32 of Policies and Procedures Manual

6. Should the host hotel have no availability, and the cost of overnight lodging for the employee exceeds the rate published by the host hotel including taxes and fees, then the employee may spend up to 25% more than the host hotel rate including taxes and fees. The lack of availability should be documented and included with the expense documentation. If the cost of lodging will exceed the 25% overage, the employee shall submit a TRAVEL REQUEST FORM to his or her Department Head at least fourteen (14) days prior to the employee's anticipated departure date. The Department Head shall immediately review the Employee's TRAVEL REQUEST FORM and consider the anticipated travel expense. Should the Department Head, and at least two (2) Commissioners approve the amount detailed in the TRAVEL REQUEST FORM, then the same shall be paid by the County Commission upon completion of an approved expense report.

### **Policy Guidance**

The employee needs to provide documentation that the conference hotel is at full capacity. Once this is confirmed, we will reimburse up to 25% more than the lowest host hotel rate plus the taxes and fees. If the employee is staying more than the number of nights allotted for the conference, the per night rate can be determined by dividing the total bill by the total number of nights stayed. Once the per night rate is determined, it can be multiplied by the number of conference nights. If this amount is more than the host hotel rate, we will reimburse up to 25% more than the host hotel rate.

This will avoid the potential for paying for more nights than allowed for the conference, and will only reimburse actual cost up to 25% more than the host hotel.

Cullman County Commission  
Cullman, Alabama

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

Date: 4-1-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

Type of Disposal:

Auction X

Scrap \_\_\_\_\_

Sealed Bid \_\_\_\_\_

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

Asset #: 1432

Property Decal #: ~~MA~~ 1099

Serial # or VIN: 26C EK 14V321228909

Tag #: ~~30~~ 37290

Description: 2002 Chevrolet 1500

Reason for disposal: NO longer needed

Department: Engineering

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

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

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

For Office Use: Verified: ML

Date: 5/16/22

Cullman County Commission  
Cullman, Alabama

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

Date: 4-6-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

Type of Disposal:

Auction X

Scrap \_\_\_\_\_

Sealed Bid \_\_\_\_\_

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

Asset #: 1548

Property Decal #: ~~1197~~ 1197

Serial # or VIN: 2FTRX18W43CA45005

Tag # 39003 CD

Description: 2003 Ford F150

Reason for disposal: no longer needed

Department: Eastside Road

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

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

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

For Office Use:

Verified: ML

Date: 5/16/22

Cullman County Commission  
Cullman, Alabama

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

Date: 4/6/22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

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

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

Asset #: 1817

Property Decal #: NA

Serial # or VIN: 1FTBF14W75N1310953

Tag # 42494

Description: 2005 Ford F150 white

Reason for disposal: no longer needed

Department: Eastside Road

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

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

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

For Office Use: Verified: ML Date: 5/16/22

Cullman County Commission  
Cullman, Alabama

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

Date: 4-6-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction X

Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

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

Asset #: 989

Property Decal #: NA

Serial # or VIN: 16BJR33J4CF302753

Tag # NA

Description: 1990 CHEVROLET 3500

Reason for disposal: Indisposed

Department: Eastside Road

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

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

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

For Office Use: Verified: ML

Date: 5/16/22

Cullman County Commission  
Cullman, Alabama

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

Date: 5-4-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

Type of Disposal:

Auction X

Scrap \_\_\_\_\_

Sealed Bid \_\_\_\_\_

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

Asset #: 1874

Property Decal #: 1457

Serial # or VIN: 1F0XK4SP75HA78258

Tag #: 4343260

Description:

2006  
~~2004~~ E450 Bookmobile (Turtletop)

Reason for disposal:

NO longer needed

Department:

Library

Department Head Signature:

Marie Tamm

Transferred to:

\_\_\_\_\_

Department Head Signature:

Marie Tamm

For Office Use:

Verified: ML

Date: 5/16/22



# Cullman County Commission

Cullman, Alabama

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

Date: 4-1-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

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

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

Asset #: 1808

Property Decal #: 1420

Serial # or VIN: 1FTRE14W95HA85040

Tag #: 42072CO

Description: 2005 Ford Van E150 white

Reason for disposal: NO longer needed

Department: Courthouse

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

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

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

For Office Use: Verified: ML

Date: 5/16/22

Cullman County Commission  
Cullman, Alabama

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

Date: 4-6-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction X

Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

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

Asset #: 683

Property Decal #: ~~179~~ 179

Serial # or VIN: 1B7K034W4ES279414

Tag #: 1712500

Description: 1984 Dodge Ram 3500

Reason for disposal: no longer needed

Department: Courthouse

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

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

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

For Office Use: Verified: ML Date: 5/16/22



Cullman County Commission  
Cullman, Alabama

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

Date: 4-6-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

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

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

Asset #: 2775-W

Property Decal #: NA

Serial # or VIN: 16LRBP E720250114

Tag # 52968

Description: 2012 Chevrolet 1500 white

Reason for disposal: NO longer needed

Department: Water

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

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

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

For Office Use: Verified: ML

Date: 5/16/22

# Cullman County Commission

Cullman, Alabama

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

Date: 4-1-22

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

Declare Surplus: X

Transfer to other County Entity: \_\_\_\_\_

Type of Disposal: Auction X

Scrap \_\_\_\_\_ Sealed Bid \_\_\_\_\_

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

Asset #: \_\_\_\_\_

Property Decal #: \_\_\_\_\_

Serial # or VIN: CATPM31DENMA00113

Tag # \_\_\_\_\_

Description: 2014 CAT Milling Mulcher  
MIDM # PM310

Reason for disposal: NO LONGER NEEDED

Department: WATER

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

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

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

For Office Use: Verified: ML

Date: 5/16/22