# National Library Week 2023 Proclamation

#HERCAS, LIBRARIES PROVIDE THE OPPORTUNITY FOR EVERYONE TO PURSUE THEIR PASSIONS AND ENGAGE IN LIFELONG LEARNING, ALLOWING THEM TO LIVE THEIR BEST LIFE;

HIGHEREAS, LIBRARIES HAVE LONG SERVED AS TRUSTED INSTITUTIONS FOR ALL MEMBERS OF THE COMMUNITY REGARDLESS OF RACE, ETHNICITY, CREED, ABILITY, SEXUAL ORIENTATION, GENDER IDENTITY, OR SOCIO-ECONOMIC STATUS;

知询使张定图象, LIBRARIES STRIVE TO DEVELOP AND MAINTAIN PROGRAMS AND COLLECTIONS THAT ARE AS DIVERSE AS THE POPULATIONS THEY SERVE AND ENSURE EQUITY OF ACCESS FOR ALL;

**知真定文定**為,LIBRARIES ADAPT TO THE EVER-CHANGING NEEDS OF THEIR COMMUNITIES, CONTINUALLY EXPANDING THEIR COLLECTIONS,SERVICES,AND PARTNERSHIPS;

###CRCAS, LIBRARIES PLAY A CRITICAL ROLE IN THE ECONOMIC VITALITY OF COMMUNITIES BY PROVIDING INTERNET AND TECHNOLOGY ACCESS, LITERACY SKILLS, AND SUPPORT FOR JOB SEEKERS, SMALL BUSINESSES, AND ENTREPRENEURS;

WHEREAS, LIBRARIES ARE ACCESSIBLE AND INCLUSIVE PLACES THAT PROMOTE A SENSE OF LOCAL CONNECTION, ADVANCING UNDERSTANDING, CIVIC ENGAGEMENT, AND SHARED COMMUNITY GOALS;

HIGGREAS, LIBRARIES ARE CORNERSTONES OF DEMOCRACY, PROMOTING THE FREE EXCHANGE OF INFORMATION AND IDEAS FOR ALL;

WINCERCAS, LIBRARIES, LIBRARIANS, AND LIBRARY WORKERS ARE JOINING LIBRARY SUPPORTERS AND ADVOCATES ACROSS THE NATION TO CELEBRATE NATIONAL LIBRARY WEEK;

即即, **THEREJOX**E, BE IT RESOLVED THAT THE CULLMAN COUNTY COMMISSSION JEFF CLEMONS, KERRY WATSON, GARRY MARCHMAN, KELLY DUKE, COREY FREEMAN, PROCLAIM NATIONAL LIBRARY WEEK, APRIL 23-29, 2023. DURING THIS WEEK, I ENCOURAGE ALL RESIDENTS TO VISIT THEIR LIBRARY TO EXPLORE THE WEALTH OF RESOURCES AVAILABLE.

EFF CLEMONS

Thru Wherce

MARCHMAN

COREYFREEMAN

KERRY WATSON

KELLY DUKE



#### **National Small Business Week**

WHERAS, The County of Cullman recognizes and values the dedication and entrepreneurial spirit within our community; and

WHERAS, small businesses are the backbone of Alabama's economy; and

WHERAS, small businesses keep our community, the state, and America's economies growing strong; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration (SBA) and other government agencies; and

WHEREAS the County of Cullman supports and joins in this national effort to help America's small businesses do what they do best, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today; and

NOW THEREFORE, the Cullman County Commission hereby recognizes April 30 – May 6, 2023, as "NATIONAL SMALL BUSINESS WEEK"

In the County of Cullman and reminds individuals of the importance of this community celebration which acknowledges and celebrates the achievements made by small businesses, both locally and nationally.

Dated this 18th day of April 2023

Attest:

County Clerk

Jeff Clemons, Chairman

Kerry Watson, Commissioner

Garry Marchman, Commissioner

Kelly Duke Commissioner

Corey Freeman, Commissioner

TTEST:

#### RESOLUTION NO. - 2023-23

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 459 a 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 459 is set at 20 miles per hour at all times and no person shall operate a motor vehicle in excess of 20 miles per hour set speed on said County Road 459;

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 <u>18th</u> day of April 2023.

SEFF CLEMONS, CHAIRMAN

GARRY MARCHMAN COMMISSIONER

KERRY WATSON COMMISSIONER

KELLY DUKÉ COMMØSSIONER

COREY FREEMAN COMMISSIONER

#### 5311 Resolution Authorizing Local Matching Funds

RESOLUTION NO. 2023-24

#### "SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"

WHEREAS, the <u>Cullman County Commission</u> recognizes the need for a public transportation program; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the <u>Cullman County Commission</u> hereby commits the amount of \$\, 939,563 \\_ as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2024.

lected Official

ATTEST:

Cler

## **5311 Local Match Certification**

We, the undersigned representing  $\underline{\textbf{Cullman County Commission - CARTS}}$ 

(Applicant)

do hereby certify to the Alabama Department of Transportation that the required local funds for the <u>Cullman County</u> Public Transportation Program are available from the following source(s):

General Fund:

\$ 890,963

Contracts:

\$ 28,600

Other/Advertising:

\$ 20,000

Total:

\$ 939,563

These funds will be available as of October 1, 2023.

(Date)

Applicant

leff Clemons Chairman

Cullman County Commission

April 18, 2023

(Date)

Jeff Clemons Chairman

Kerry Watson Commissioner, District 1

Garry Marchman Commissioner, District 2



Kelly Duke
Commissioner, District 3
Corey Freeman
Commissioner, District 4
John Bullard
County Administrator

## Section 5311 Application Letter

April 18, 2023

Mr. Bradley B. Lindsey, P. E. State Local Transportation Engineer Local Transportation Bureau Alabama Department of Transportation 1409 Coliseum Boulevard Montgomery, Alabama 36110

Dear Mr. Lindsey:

FY-2024 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION

The <u>Cullman County Commission – CARTS</u> is hereby applying for a Section 5311 <u>operations, administration</u> <u>and capital</u>) grant under 49 USC Section 5311, to assist in the operation of the <u>CARTS</u> Public Transit System for the period covering October 1, 2022, to September 30, 2023. The project application has been reviewed and approved by the <u>Cullman County Commission</u>. The requested amount of Federal assistance is as follows:

Federal Operations Assistance:\$ 609,629Federal Administration Assistance:\$ 576,906Federal Capital Assistance:\$ 582,831

Local assistance in the amount of \$\_939,563 \_\_\_ will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial, and technical capacity to carry out the proposed project. If you have questions or need further information, please contact **Joyce Echols, Director** at **256-734-1246.** 

Jeff Clemons

Chairman

**Cullman County Commission** 

Jeff Clemons Chairman

Kerry Watson Commissioner, District 1

Garry Marchman Commissioner, District 2



Kelly Duke
Commissioner, District 3
Corey Freeman
Commissioner, District 4
John Bullard
County Administrator

## **EXHIBIT 2 - Designated Agency Letter**

April 18, 2023

Mr. Bradley B. Lindsey, P. E. State Local Transportation Engineer Local Transportation Bureau Alabama Department of Transportation 1409 Coliseum Boulevard Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: Letter of Designation

The <u>Cullman County Commission</u> has carefully considered the selection of an implementing agency for its Section 5311 project. We designate <u>Cullman Area Rural Transportation System</u> as our local implementing agency. The principal contact person for this project is Joyce Echols, Director.

If you have any questions on this designation, please contact **Joyce Echols, Director** at **256-734-1246**.

incerely,

Jeff Clemons

Chairman

**Cullman County Commission** 

Jeff Clemons Chairman

Kerry Watson Commissioner, District 1 Garry Marchman Commissioner, District 2



#### 5311 Local Match Commitment Letter

Kelly Duke
Commissioner, District 3
Corey Freeman
Commissioner, District 4
John Bullard
County Administrator

April 18, 2023

Mr. Bradley B. Lindsey, P. E.
State Local Transportation Engineer
Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: FY2024 Section 5311 Local Match Commitment

The Cullman County Commission is applying for a Section 5311 operations, administration and capital grant to aid in the operation of the Cullman Area Rural Transportation System. The administration, operating, and/or capital expenses requested in this project have been reviewed and approved by the Cullman County Commission of Cullman County. We are requesting federal assistance in the amount of  $\frac{609,629}{582,831}$  for capital. Local assistance in the amount of  $\frac{939,563}{939,563}$  will be used as the nonfederal match.

The Cullman County Commission hereby acknowledges the local matching requirements for the referenced project and affirms assistance in the amount set forth above.

If you have any questions on this request, please contact Joyce Echols at 256-734-1246.

Sincerely,

Jeff Clemons

Chairman

**Cullman County Commission** 

## Exhibit 13 - Section 5311 Authorizing Resolution

Reso	lution	No.	2023-	-25	
resu	lution	INO.	2025	-23	

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

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

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

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

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

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

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

- disadvantaged business enterprise policies in connection with any procurements made as part of the project.
- 5. That <u>Chairman Jeff Clemons</u> is authorized to execute grant agreements on behalf of <u>Cullman Area Rural Transportation System</u> with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

#### **CERTIFICATION**

The undersigned duly qualified and acting <u>Chairman Jeff Clemons</u> of the <u>Cullman Area Rural Transportation System</u> certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the <u>Cullman County Commission</u> held on <u>April 18</u>, 2023.

If applicant has an official seal, impress here.

Signature of Recording Officer

Title of Recording Officer

Date

# **BID SUBMITTAL FORM**

# **Alabama County Joint Bid Program**

BID ITEM - 16' STEEL DUMP BODY - OPTION B (AUTOMATIC TRANSMISSION)

Company Name: Logan Corporation / Dump Box	lies
Address: 124 Ward Road	
Salyersville, by 41465	
Bid Submitted by: Michael Carad	
(Name of company representative)	
Title: Customer RePresentative E-mail address: Mike Conoda	$\sim$ $^{\prime}$
Phone: 606-791-7208 Fax: 606-349-114	14
By submitting this bid, we agree:	Initials
That the equipment model number identified below meets the bid specs for this bid item	LLC.
That the bid price will be honored for all counties for the period from January 1, 2023 to December 31, 2023.	MC
That the equipment will be delivered at the bid price to all counties participating in the joint bid program	NC
That the company representative listed above will be the contact person for purchasing this bid item under the joint bid program	MC
That the bid is accompanied by a current catalog or model specification document for the model number identified below	MC
That the bid is accompanied by a copy of the manufacturer's standard warranty as required in the bid specifications	MC
That the bid includes the e-verify documentation required by Alabama law	MC
That, if awarded the bid, a performance bond will be provided upon request	MC
That an option sheet with individual pricing is attached	MC
Total Bid Price including options: \$ 41,110 .00	
Equipment Model #: LE	
Description: Logan Cross-Memberless Body	
Signature of company representative submitting bid: Michael Carade	
Title: Costomer Reaces	ontive

# OPTION COST SHEET FOR 16' STEEL DUMP BODY – OPTION B (AUTOMATIC TRANSMISSION)

Tri Axle Option Items	Option Price
Silent Drive or equal lift axle	\$5.500.00
Four Steel Disc, Ten hole, hub piloted, bud style 22.5x8.25 wheels on lift axle	\$ 575.00
Four 11R22.5 recap tires on lift axle	\$ 1.400.00
Other Options	Option Price
High lift tail gate	\$ 750.00
Bed body vibrator	\$ 700.00
25 ton heavy duty Pintle Hitch	\$ 1.250.00
Chip Spreader bar mounted	\$ 400.00

**NOTE:** Award will be made on the basis of the total cost of the machine with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the machine, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Equipment Model #: LE BOLY

Description: LOGON CROSS-Member less Body

Signature of company representative submitting bid: Muhan Canad
Title: Customer Regresentative

# BID SPECIFICATIONS FOR 16' STEEL DUMP BODY OPTION B (AUTOMATIC TRANSMISSION)

#### **GENERAL**

These specifications shall be construed as the minimum acceptable standards for a 16' Steel Dump Body. Should the manufacturer's current published data or specifications exceed these standards, the manufacturer's standards shall be considered minimum and shall be furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished. Additionally, the machine offered for bid shall include all standard manufacturer's equipment. The 16' Steel Dump Body must be a new current production model.

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

#### **BID SUBMITTAL FORM**

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

#### **BID PRICE**

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

#### REPLACEMENT PARTS AVAILABILITY

Parts must be available for 5 years or 500,000 miles of use for the piece of equipment bid.

#### ASSEMBLY AND DELIVERY

The dump body will be purchased for use with a heavy duty dump truck chassis (with Automatic Transmission) bid separately. The dump body company will be responsible for assembly and installation of the dump body and related optional equipment, including the cost of the same. The selling truck chassis dealer will be responsible for delivery of the chassis to the dump body company, for installation and for delivery of the complete dump truck unit to the county following installation, and assembly of the dump body and related options onto the truck chassis. Freight to and from the dump body company will be included in the truck bidder's proposal. Dump body installation and assembly costs will be included in the dump body bidder's proposal.

#### WARRANTY

Bidders shall submit a copy of the manufacturer's standard warranty.

Yes No\_ Page#\_8 or Attachment

#### **DUMP BODY**

Dump body shall meet all federal and state, health and safety regulations and must conform to American National Standard Institute (A.N.S.I.) Regulations (A.N.S.I.Z145) 1975.

Yes No \_\_\_\_

	Dump body supplier must have their own service and parts facility.	Yes No Page #
	Dump body supplier must have a minimum of five (5) years' experience in sales, service and repair of dump bodies.	Yes No Page #
	Body must be covered by product liability insurance.	Yes No
	GENERAL SPECIFICATIONS AND DIMENSIONS 21 cubic yard capacity; elliptical dump body design with 26 inch radius beginning at body main rails; 16 feet long; 62-inch high sides; 64- inch high tailgate; sides, floor and tail-gate shall be 1/4 inch AR450 Steel; tailgate shall be vertical (NO SLOPE); three (3) panel tailgate design; hoist shall be class 120 hoist with a minimum four (4) active stages and minimum 60,000 pound capacity; direct mount integral pump and P.T.O. combination with air control on the P.T.O.; air tailgate latch control; tailgate Shall be built for future high lift tailgate conversion; tarp with vinyl asphalt type tarp; 42 inch cab shield; eight (8) inch wide schedule 80-pipe push bar asphalt apron across rear of body; 3.5 inch inverted angle on top of sides and top of tailgate; and Metro light kit.	Yes No_Page #le-1
	TRI AXLE OR HEAVY DUTY DUMP TRUCK CHASSIS OPTIONS  The chassis (with Automatic Transmission) will be used as a tri axle dump or a heavy duty tandem shall include the cost for each of the following options to be selected for a tri axle dump, itemized s bid:	dump. All bids eparately on the
	Silent Drive Lift (Pusher) axle (20,000 lb. minimum Capacity) or equal. This axle shall be air up and air down with a control valve and regulator located in the cab within reach of the operator.	Yes No
	Four (4) steel disc, ten (10) hole, hub piloted, bud style 22.5x8.25, wheels on lift axle.	Yes No Page # Le-7
	Four 11R22.5 recap tires on lift axle.	Yes No_ Page # Le - 7
3000 St. 2000 St. 200	OTHER OPTIONS  Bid must include the cost for each of the following options, itemized separately on the bid:	
	High lift tail gate	Yes No Page #
	Bed body vibrator	Yes No Page #

25 ton heavy duty Pintle Hitch, swivel type, spring loaded, with safety chain rings, six (6) prong trailer light socket and air brakes hookup. Mounted 26 inches from ground with truck empty.

Chip spreader bar mounted at end of frame.

Yes No Page # No Page # 10 17

**NOTE:** Award will be made on the basis of the total cost of the dump body with all options included. However, a county may, at its discretion, deduct one or more of the above-referenced options from the dump body, and in such event, the cost of the options as stated on the bid shall be deducted from the total cost of the dump body. There shall be no other deductions and no additions made to the dump body by the purchasing county or by the vendor.



www.logandumpbodies.com

124 Ward Road Salyersville, KY 41465 Phone: (606)349-1744

Fax: (606)349-1144

Quote Date: 9/20/2022

Prepared by: Mike Canada

Quote #: 22-092091657

Reference: ACCA ALABAMA LE BODY AUTOMATI

**CUSTOMER: 300052** 

PRE-ACCOUNT CUSTOMER

SHIP TO:

PRE-ACCOUNT CUSTOMER

ATTN: Patrick McDougald 334-263-7594 barbeng@bellsouth.net

Chassis Info:

OEM: NEED NEED C/A-C/T: NEED

Model: LE

Body:

VIN: NEED

Pivot: NEED

Installation: Installed

Cab to Body: NEED

Overhang: NEED

Length: 16'

Transmission: AUTOMATIC TRANSMISSI

Cab Height: NEED

Inside Width/Outside Width: 86" Inside 96" Outside

**Understructure:** 

Deck: 1/4" AR 450

Longsills: FORMED W/2" RUBBER

X-Members: NONE, FULLY X-MEMBERLESS

X-Member Spacing: NONE, FULLY X-MEMBERLESS

Sides:

Side Height: 62"

Side Material: 1/4" AR 450

Bottom Rail / Fender: 10GA HIGH TENSILE Side Boards: 2 X 2 X 1/4" INVERTED ANGLE

Aluminum Fender Covers: NOT INCLUDED

Top Rail: FORMED SELF-SHEDDING Vertical Side Bracing: NOT INCLUDED Horizontal Side Bracing: NOT INCLUDED

Boarding Ladder: TREAD GRIP STEPS W/INTEGRATED HAND GRIPS

**Bulkhead:** 

Bulkhead Height: NEED

Bulkhead Material: 1/4" AR 450

Shovel Holder: NOT INCLUDED

Inside Steps: DRIVER'S SIDE, INTEGRAL ANTI-SLIP DESIGN

Cabshield: FULL WIDTH, WIFORMED IN WIND DEFLECTOR, 10GA

Cabshield Length: 36"

Cabshield Material: 10GA HIGH TENSILE

Tailgate:

Tailgate Height: 66"

Tailgate Material: 1/4" AR 450

Top Hinge Style: HD HIGH LIFT, W/CYLINDERS IN POSTS

Tailgate Safety Chains: 3/8" HIGH GRADE, W/PROTECTIVE SLEEVE

Stoker Door: NOT INCLUDED

Apron: 8" HEAVY DUTY PIPE BUMPER

Tailgate Slope: NO SLOPE

# Panels: 3

Bottom Latch Style: OVERSLUNG, PLATE STEEL W/BRASS BUSHINGS

Bottom Latch Controls: ALUMINUM AIR CYLINDER OPERATED

Wing Latches: NOT INCLUDED

Tailgate Options: 'TREAD PLATE PROTECTIVE COVER AT SAFETY CHAIN AREA' INVERTED ANGLE ON TOP OF GATE

Quote #: 22-092091657 Date: 9/20/2022 1 of 3

Lights:

All Lights are LED by: #### Maxxima

Bottom Side Markers: 2 Rear Stop/Tail/Turn: 1

Front Strobes: 2

Top Side Markers: 0 Cabshield Markers: 2

Rear Strobes: 2

Light Options:

**Hydraulics:** 

Logan's standard hoists by:

Hoist Model: CUSTOM HOISTS 63-140

Pump: DIRECT MOUNT 2" GEAR Pump Controls: AIR FEATHERING

Pump Cutoff: AIR

PTO: PARKER CHELSEA HOT SHIFT FOR AUTO TRANSMISSION

PTO Controls: WIRED TO SWITCH IN DASH Console: ALUMINUM, WITH INSPECTION COVER

Hydraulic Tank: STEEL FRONT MOUNT, 25GAL

Paint: All bodies coated with AXALTA

Body Primer: AXALTA TUFCOTE, HIGH SOLIDS ALKYD PRIMER

Body Topcoat: AXALTA IMRON ELITE, POLYURETHANE ENAMEL

Top Coat Paint Code: NEED Side Boards: NOT INCLUDED

Chassis Components:

Rear Hinge: 1 3/4" PIN STRAP STYLE, WITH FULL PIN

Body Safety Prop: INTEGRATED WITH REAR HINGE

Subframe: FORMED 36" Z BAR, INCLUDED INTEGRAL RETAINER PLATES

Backup Alarm: INCLUDED

Rear Frame Bumper: 3" ROUND BUMPER, REUSE FACTORY LIGHTS

Front Flaps: STEEL MUD GUARDS

Rear Mud Flaps: STANDARD HD LOGAN RUBBER FLAPS

Tarp:

Type: MOUNTAIN ELECTRIC FLIP TARP SYSTEM

Wind Deflector: FORMED IN CAB SHIELD

Material: ASPHALT VINYL

Tarp Options:

otions Included:		Qty		Qty
OP 20K NON STEER AXLE		1	6: OP 11R22.5 TIRE INST	4
OP AIR VIBRATOR INST		. 1	7:	
OP 3/4" PINTLE PLATE INST		1	8:	
OP PH760 PINTLE HOOK INST		1	9:	
OP 8.25X22.5 STEEL RIM		4	10:	
	OP 20K NON STEER AXLE OP 20K NON STEER AXLE OP AIR VIBRATOR INST OP 3/4" PINTLE PLATE INST OP PH760 PINTLE HOOK INST OP 8.25X22.5 STEEL RIM	OP 20K NON STEER AXLE OP AIR VIBRATOR INST OP 3/4" PINTLE PLATE INST OP PH760 PINTLE HOOK INST	OP 20K NON STEER AXLE       1         OP AIR VIBRATOR INST       1         OP 3/4" PINTLE PLATE INST       1         OP PH760 PINTLE HOOK INST       1	OP 20K NON STEER AXLE       1       6: OP 11R22.5 TIRE INST         OP AIR VIBRATOR INST       1       7:         OP 3/4" PINTLE PLATE INST       1       8:         OP PH760 PINTLE HOOK INST       1       9:

**Special Options:** 

>>>CABSHIELD LENGTH TO BE 42"<<<

>>>APPROXIMATE YARDAGE TO BE 21 YD<<<

Quote #: 22-092091657

Date: 9/20/2022

2 of 3



### DUMP BODY PRODUCT LINE LIMITED WARRANTY AND DISCLAIMER

Logan Corporation provides a twelve-month Limited Warranty (beginning on the delivery date of the equipment) to the original retail purchaser of its dump body line of products. This Limited Warranty covers the original equipment provided by Logan to be free of defects in material and/or workmanship during the warranty period. Damaged or defective parts that were created due to conditions outside of the normal use intended for the product are expressly not covered. Component parts that are not manufactured by Logan will have their warranty limited to the warranty limitations of the respective component providers.

Products covered under this Limited Warranty will be replaced or repaired in Logan Corporation's sole discretion, with all such warranty work to be done at Logan's Salyersville, Kentucky, facility or such other location or facility chosen by Logan Corporation in its sole discretion. Any attempts to repair or replace allegedly defective parts or components of products subject to this Limited Warranty without first obtaining written authorization from Logan Corporation will automatically void this Limited Warranty and Logan Corporation expressly disclaims all liability to purchaser. Logan reserves the exclusive right to specify any repair methods and/or component replacement repairs as it deems necessary in its sole discretion. Any unauthorized repairs to products subject to this warranty shall automatically void this Limited Warranty.

This Limited Warranty does not obligate Logan Corporation to assume liability for the loss of time, or product, or any consequential damages or losses arising directly or indirectly from defects in material and/or workmanship in the products subject to this Limited Warranty, and Logan Corporation expressly disclaims the same.

Additional limitation to this Limited Warranty:

- Logan Corporation will reimburse a maximum of ninety dollars (\$90) per hour for labor for repairs approved by Logan Corporation.
- All power take-off units, hydraulic pumps, hoses, and associated fittings will be warranted for a period
  of thirty (30) days from original delivery date only. This additional limitation is due to the fact that
  regular maintenance is necessary to maintain and prevent leaks or fasteners loosening due to vibration
  and normal use.
- Any equipment that has been added, altered, or removed in any way so as to affect the safety or
  operational function(s) of the OEM Logan product is expressly exempt from this Limited Warranty.
- · Normal maintenance or service is expressly not covered by this Limited Warranty.

Failure to acknowledge receipt and register this warranty shall in no way affect the limitations of warranty outlined herein.

To register the warranty on a new Logan Corporation dump body, go to: www.logandumpbodies.com.



**Policy Number** 

630-3T86029A

# Coverage information

COVERAGE	,	LIMITS
Aggregate Limits of Insurance	General Aggregate (Other than Products-Completed Operations)	\$2,000,000
	Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury Limit (Subject to the General Aggregate Limit)	Any One Person or Organization	\$1,000,000
Each Occurrence Limit	Combined Single Limit Bodily Injury & Property Damage (Subject to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit)	\$1,000,000
Damage To Premises Rented To You Limit (Subject to Each Occurrence Limit)	Any One Premises	\$300,000
Medical Expense Limit (Subject to the Each Occurrence Limit)	Any One Person	\$5,000

# Composite General Liability class code schedule

CLASS CODE	DESCRIPTION	SUBLINE	EXPOSURE	RATE	PREMIUM
33000	MANUFACTURERS - METAL PRODUCTS (TRAVELERS)	Combined	20,000,000	2.424	\$48,480

# Non-composite General Liability class code schedule

STATE	LOC/BLDG	CLASS CODE	DESCRIPTION BUILDINGS OR	SUBLINE	EXPOSURE	RATE	PREMIUM
WV	1/1	61224	PREMISES - OFFICE - PREMISES OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN	Prem/Ops.	2,000	55.373	\$111
			NOT-FOR-				

# Optional coverage

Refer to policy for actual terms and conditions

Proposed on 05/12/2022 for MT STATE AGCY ALLIANCE

LOGAN CORPORATION AND LOGAN WEST MINING SUPPLY AND SERVICE - Policy Period 06/30/2022 - 06/30/2023

Page | 12

COVERAGE XTEND-PO		LIMIT	PREMIUM Included
Gross Premium			\$50,632
Taxes and Surcharges			\$5,591
Total			\$56,223
Employee Benefits Liability(Claims Mad	e Coverage) Premium		\$300
Aggregate Limit			\$2,000,000
Each Employee Limit			\$1,000,000
Deductible			NONE
Retroactive date			6/30/2022



#### CG D4 58 - XTEND Endorsement For Manufacturers And Wholesalers

001		
CO	/ER/	4GE

Who Is An Insured

**Unnamed Subsidiaries** 

Who Is An Insured

Employees And Volunteer Workers - Bodily Injury To Co-Employees And Co-Volunteer Workers

Who Is An Insured Newly Acquired Or Formed Limited Liability Companies

Blanket Additional Insured

Broad Form Vendors

Blanket Additional Insured

Controlling Interest

**Blanket Additional Insured** 

Mortgagees, Assignees, Successors Or Receivers

Blanket Additional Insured

Governmental Entities - Permits Or Authorizations

Relating To Premises

Blanket Additional Insured

Governmental Entities - Permits Or Authorizations

Relating To Operations

Blanket Additional Insured

**Grantors Of Franchises** 

**Incidental Medical Malpractice** 

**Medical Payments** 

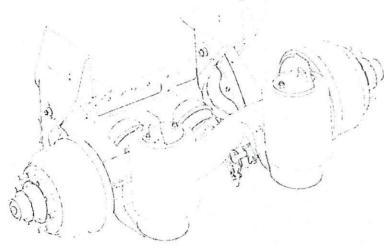
Increased Limit

**Blanket Wavier Of Subrogation** 

**Contractual Liability** 

Railroads

# RCA-215 - Truck Auxiliary Axle Suspension - NonSteerable



# Installation and Service Manual

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#### SUSPENSION IDENTIFICATION

#### Introduction

The Ridewell Compact Air Ride (RCA) 215 Truck Suspension can be purchased with or without an integrated axle for use in a wide range of applications.

Refer to the engineering drawing for detailed information on the suspension system components and operating parameters.

#### Suspension Identification Tag

A (606-) Installation/Assembly Number will be listed as the Part Number when other system components are factory installed with the suspension (Figure 1).

The Suspension Number and Serial Number on the Suspension ID Tag refer to the model and the date of manufacture of an individual suspension system.

Please refer to the suspension number/part number and serial number on the Suspension Identification Tag when contacting Ridewell for customer service, replacement parts and warranty information.

#### **Axle-Body Identification Tag**

The Base-Axle Part Number (165-) and the Serial Number of the axle tube are listed on the Axle-Body ID Tag of Ridewell-branded round axles (Figure 2).

The Base-Axle Part Number refers to Ridewell-branded round axles manufactured with assorted wall thicknesses and widths.

More information on Ridewell-branded axles can be found in the "Trailer Axle Parts Guide" (P/N 9710029).

#### **Notes and Cautions**

All work should be completed by a properly trained technician using the proper/special tools and safe work procedures.

Read through the entire Installation and Service Manual (ISM) before performing any procedures.

The ISM uses two service notes to provide important safety guidelines for the suspension operation.

The service notes are defined as:

"NOTE": Provides additional instructions or procedures to complete tasks and make sure that the suspension functions properly.

<u>(ACAUTION)</u> Indicates a hazardous situation or unsafe practice that, if not avoided, could result in equipment damage and serious injury.



#### Figure 1.

The Suspension Model (Suspension Number) and date of manufacture (Serial Number) are listed on the Suspension Identification Tag.

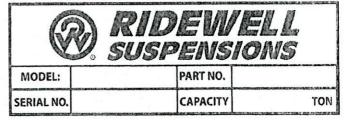


Figure 2.

The Base-Axle Part Number (165-) and the Serial Number assigned to the axle tube are listed on the Axle-Body Serial Identification Tag.

#### Prior to Installation

Refer to the engineering drawing to confirm dimensional requirements and the range of ride heights available. Operating the suspension outside of design parameters can result in improper performance, damaged equipment, and void the warranty.

The methods and procedures listed in this manual are considered to be general practices. Installations can vary and procedures should be adapted for different vehicles, as needed.

- The Gross Axle Weight Rating (GAWR) is determined by the system component with the lowest load rating. Please consult with tire, wheel, axle and brake manufacturers before installation to determine the GAWR.
- If vehicle chassis modifications are required, consult with the vehicle manufacturer to ensure that such changes are permitted.
- Welding or altering suspension components is not permitted without the express written permission of Ridewell Suspensions.

#### Installer Responsibilities

The installer of the suspension has the sole responsibility for proper attachment of the suspension system to the vehicle chassis.

- The installer is responsible for locating the suspension system on the vehicle to provide the proper load distribution.
- The installer must verify that vehicle crossmembers are positioned to support the suspension at the installing location.
- It is the installer's responsibility to determine that axle spacing conforms to any applicable federal and local bridge laws.
- The installer must verify that air reservoir volume requirements are met after suspension installation. Consult the vehicle manufacturer or Federal Motor Vehicle Safety Standards (FMVSS) 121 for more information.
- The installer must verify there is sufficient clearance for proper functioning of the auxiliary suspension, air springs, brake chambers, steering components, axle (including axle to driveline clearance) and tires.

#### **Axle Integration**

Suspension systems are available with and without a factory integrated axle. Customer-supplied axle assemblies must be positioned and oriented (rotated) properly before welding the axle.

Use the top-center mark on the axle, if available, to identify the center of the axle and orient the axle assembly on the suspension. The axle assembly should be installed so that the camshafts, when activated, rotate in the same direction as the wheels.

Failure to follow procedures and design specifications could result in injury, damage to the axle or suspension and void the warranty.

#### Weld Preparation

The joint to be welded should be positioned in the flat or horizontal position. All grease, dirt, paint, slag or other contaminants must be removed from the weld joint.

The axle and suspension components should be at a minimum temperature of 60°F (15.5°C). Pre-heat the weld zone to the axle manufacturer's recommended pre-heat temperature, if required.

#### Weld Procedure

- 1. Center the axle assembly on the beams (Figure 3).
- 2. Check the engineering drawing for the brake component orientation (rotation) before clamping into place and making the final welds.
  - 2.1. Drum brake camshafts are spaced off the tail of the trailing arm beam. Make sure the brake chamber brackets are oriented properly and clamp the axle assembly into place.
  - 2.2. Disc brake assemblies have a right- and left-hand caliper assembly. Make sure the callipers are located on the correct side and rotated to the proper position before clamping the axle assembly into place.
- 3. Check the gap between the axle and the axle seats before welding (Figure 4). Side gaps should be no greater than 1/8". The gap at the bottom of the axle seat should be no greater than 1/16".
- 4. Weld the axle to the seat according to Ridewell Weld Process #1 (Page 5).

  NOTE: Mounted air springs should be covered to protect them from welding spatter.

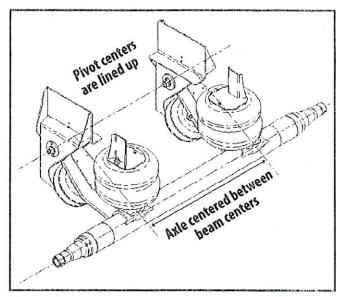


Figure 3.

Axle should be centered between beams.

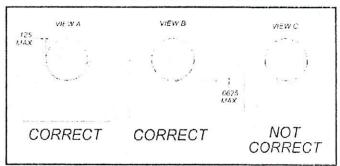
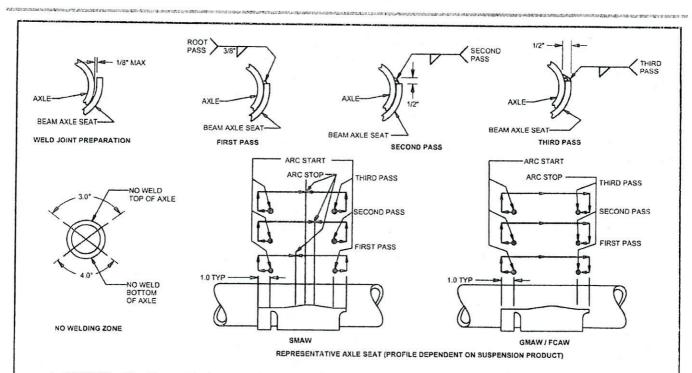


Figure 4.

Positioning axle for welding to axle seat.



- 1 CAUTION: All welds must be kept away from the top and bottom of the axle where maximum stresses occur (see "NO WELDING ZONE" illustration above). Do not test-weld the arc on any part of the axle tube.
- 2 All welders and welding operators should be certified as per the requirements of the American Welding Society (AWS) or equivalent. All electrodes used should meet the AWS specifications and classifications for welding carbon and low-alloy steels.
- 3 Recommended Welding Methods: Shielded Metal Arc Welding (SMAW), Gas Metal Arc Welding (GMAW) or Flux Cored Arc Welding (FCAW). The welding method used and the electrode selected must develop a minimum weld tensile strength of 70,000 psi per AWS specifications. The best fusion and mechanical properties will be obtained by using the voltage, current, and shielding medium recommended by the electrode manufacturer. If the SMAW method is used, the stick electrodes must be new, dry, free of contaminants and stored per AWS specifications.
- 4 Weld Joint Preparation: The joint to be welded should be positioned in the flat or horizontal position. All grease, dirt, paint, slag or other contaminants must be removed from the weld joint without gouging the axle tube. CAUTION: Never weld when the axle is cold. The axle and beam assemblies to be welded should be at a temperature of at least 60°F (15°C). Pre-heat the weld zone to the axle manufacturer's recommended pre-heat temperature, if required. This will reduce the chance of an area of brittle material forming adjacent to the weld.
- 5 The axle should fit into the beam assembly with a maximum root gap of 1/8-inch between the axle and the beam axle seat (see "WELD JOINT PREPARATION" illustration above).
- 6 NOTE: Clamp the axle to the beam axle seat with a C-clamp prior to welding to make sure that proper contact occurs (see "CORRECT" illustration below).
- 7 Ground the axle to one of the attached axle parts such as the brake chamber brackets, cam brackets or brake spider. Never ground the axle to a wheel or a hub as the spindle bearing may sustain damage.
- 8 Multiple pass welding should be used on the beam/axle connection using the following guidelines: 8.1-Total fillet weld size should be 1/2-inch. 8.2-Weld pass starts and stops should be performed as illustrated above. 8.3-Never start or stop welds at the end of the weld joint. 8.4-Each pass must be accomplished in one or two segments. 8.5-Start welds at least 1-inch from the end and backweld over the start. Backstep fill all craters. 8.6-If process is not GMAW all slag must be removed between passes.

8.7-Welds must go to within 1/8-inch +/- 1/16-inch of the ends of the axle seat and must not go beyond or around the ends of the axle seat. 8.8-Post-weld peening is recommended, but not required: Needle peen the entire toe of the second pass, including around the ends of the axle seat. Hold the needles perpendicular to the axle. A uniform dimpled pattern will appear when properly peened.

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#### **Suspension Mounting**

Refer to the engineering drawing for the suspension travel table; mandatory customer-supplied cross-member locations; the recommended bolt-hole locations for suspension mounting; and, the suspension spacing and clearance requirements.

An optional shock absorber kit for RCA 215 Low-Mount and Mid-Mount Suspensions can be installed after the suspension is mounted.

#### **Bolt-On Installation Procedure**

Grade-8 bolts, flanged locknuts or locknuts with hardened washers for suspension mounting are supplied by the installer.

The hanger crosschannel should be installed after axle integration. Torque locknuts to 45-50 ft-lb.

Suspension heights can be adjusted with a 1" or 2" air spring/hanger mounting spacer kit (Page 11).

- Locate the hangers and air spring mounting plates/spacers on the chassis and clamp firmly into place.
  - MCAUTION Corresponding hanger mounting spacer must be installed with the air spring spacer. All Hangers/Mounting Plates/Spacers must have full contact with the bottom of the vehicle frame.
- Check that hangers/mounting plates/spacers are evenly located and square to the frame. Verify that location provides adequate clearance for the assembled suspension components.
- 3. Center-punch and drill eight bolt-holes (min 5/8") in each frame hanger. Center-punch and drill two bolt-holes (minimum 5/8") in each air spring mounting plate.

NOTE: Space the bolt-holes for mounting as far apart as possible if the recommended bolt-hole locations are not available.

- other components located within the chassis are not affected by drilling the bolt-holes.
- 4. Bolt suspension assembly to vehicle chassis with 5/8" Grade 8 bolts and locknuts.
- 5. Attach the load springs to the air spring mounting plates. Torque to specifications (Page 12).
- 6. Install/connect the air control kit (ACK). Check the air system after installation for leaks (Page 8).
- 7. Perform final assembly and inspection and align the suspension per TMC or SAE recommended standards. Alignment should be performed with suspension at installed ride height (Page 15).

#### Final Assembly and Inspection

- 1. Verify that all suspension components are torqued to specifications (Page 12).
- 2. Install wheels and tires.

  CAUTION When lowering an auxiliary axle on an unloaded vehicle, pressure to the load air springs must be reduced to below 10 psi.

  Failure to reduce the air pressure could cause the vehicle's drive axles to rise from the ground and the vehicle could roll in an unsafe manner.
- Check that tires are inflated to recommended pressure. Check wheel hubs for proper level of lubricant recommended by the manufacturer.
- 4. Lift the axle to the raised position. Check the air system tubing and connections for leaks.
- 5. Check that wheels can rotate freely and that brakes are properly adjusted.
- Raise and lower the suspension assembly through the entire range of travel. Check for sufficient vehicle clearances of air springs, brake chambers and other components.

ACAUTION Do not lower the auxiliary axle while the vehicle is moving above 10 mph.

#### Optional-Shock Absorber Installation

Refer to the shock absorber kit engineering drawing for the mounting locations and the upper and lower mounting bracket installation angles.

<u>CAUTION</u> The welding method for the lower mounting bracket must use a minimum weld tensile strength of 70,000 psi, per AWS specifications.

- 1. Disconnect and remove the load springs from the suspension assembly. Protect the lift springs from welding spatter.
- 2. Locate and drill three holes in the chassis above the air spring mounting plate for the upper mounting bracket. Bolt the bracket to the chassis with customer-supplied Grade 8 bolts and locknuts (5/8" recommended).

NOTE: Adjust the upper brackets' installation height if hanger and air spring spacers are installed. Rotate the brackets to allow shock absorbers to clear the air spring mounting plates.

continued on next page

#### Shock Absorber Installation (continued)

- Measure the location of the shock absorber to axle (lower) mounting bracket from the edge of the axle seat, not from the axle weld. Clamp the bracket into place.
   Use a 5/16" fillet weld to weld the lower mounts.
  - Use a 5/16" fillet weld to weld the lower mounting bracket to the axle at the forward and rear edge only. Do not weld perpendicular to the axle centerline.
- 4. Attach the shock absorber to mounting brackets.
  - 4.1. Attach the shock to the upper mounting bracket with the supplied Hex Head Cap Screw (HHCS) and flat washer. Torque HHCS to 160-200 ft-lb (217-271 N-m).
  - Attach shock to the lower mounting bracket with supplied HHCS and locknut. Torque locknut to 160-200 ft-lb (217-271 N-m).
- Install load springs. Torque to specifications (Page 12). Connect load springs to air system.
- Raise and lower the suspension to make sure that shock absorbers clear the air spring mounting plates and do not overextend during travel.

ACAUTION Failure to torque suspension components to specifications can result in failure of the suspension and void the warranty.

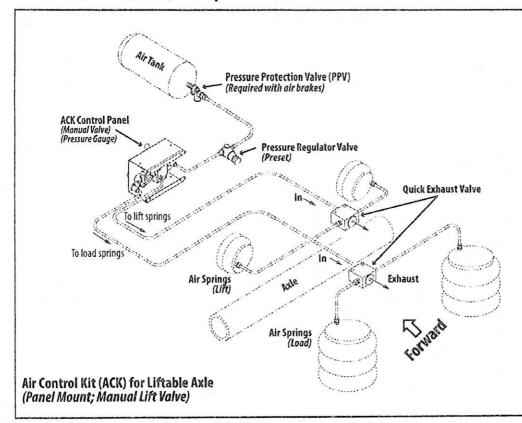
#### Regulate load with air spring pressure

The load capacity of the auxiliary axle is adjusted by increasing or decreasing the pressure to the air springs. By applying more air, the lift axle takes on a greater percentage of the load's weight. The load capacity is decreased as the air pressure decreases.

Accurate readings of the load capacity can be obtained by parking a loaded vehicle over a calibrated scale and lowering the axle onto the scale. The air pressure to the air springs is manually adjusted up or down to obtain the axle load weight at various air pressures.

<u>ACAUTION</u> Do not exceed the rated load capacity of the suspension system or other components. Exceeding the capacity can cause component failure and void the warranty.

#### Air Control Kit (ACK) Components - Liftable Axle



The air control kit consists of a pressure regulator with a gauge; connected to an air valve that is operator-controlled by a manual knob or by an electric switch.

The operator uses the air control kit to control the pressure to the air springs to support different loads.

Contact Ridewell Customer Service for the various manual/electric ACK configurations available. Installation will vary by ACK configuration.

responsible for ensuring air system requirements comply with the appropriate Federal Motor Vehicle Safety Standards.

Problem	Possible Cause	Solution		
Air springs fill but do not exhaust.	<ul><li>Obstructed air line.</li><li>Faulty controls wiring.</li><li>Manual override pushed in.</li></ul>	<ul> <li>Check for pinched/blocked lines.</li> <li>Check wiring with voltmeter and correct wiring/installation.</li> <li>Release manual override.</li> </ul>		
Air system leaks down after a short period of time.	<ul> <li>Leak in air system beyond accepted standards.</li> <li>NOTE: Some valves will leak at an acceptable rate.</li> </ul>	<ul> <li>Pressurize system and spray soapy water solution onto the tubing, valves and fittings. Check for bubbles (leaks).</li> </ul>		
		<ul> <li>Check that tubing cuts are straight and smooth. Recut and reassemble fitting joints, if necessary.</li> </ul>		
Auxiliary unit will not stay up	Loose air fitting connection/Damaged air lines.	Check and retighten fittings.     Repair or replace component, as necessary.		
	<ul> <li>Air lines to lift and load air springs are reversed.</li> </ul>	<ul> <li>Check installation.</li> <li>Air line from regulator goes to (load) air springs.</li> </ul>		
	<ul> <li>Damaged or worn air springs.</li> </ul>	<ul> <li>Replace air spring if worn or damaged.</li> </ul>		
Auxiliary unit not achieving correct lift	<ul> <li>Air lines to lift and load air springs are reversed.</li> </ul>	<ul> <li>Check installation.</li> <li>Air line from regulator goes to (load) air springs.</li> </ul>		
	<ul> <li>Lift air springs do not have proper air pressure.</li> </ul>	<ul> <li>Check for loose fittings or worn/damaged lines.</li> <li>Verify air tank pressure with gauge.</li> </ul>		
	— Interference with driveline/other chassis components.	<ul> <li>Visually inspect auxiliary unit operation for proper clearance. Retighten any loose fasteners.</li> </ul>		
	<ul> <li>Air control system not installed correctly.</li> </ul>	<ul> <li>Check air control kit installation; refer to OEM installation procedures.</li> </ul>		

Ridewell Suspensions recommends these minimum service intervals for standard duty, on-highway usage applications. More frequent intervals are recommended for heavier duty applications.

#### Daily/Pre-Trip Inspections

- \_\_Check tires for proper inflation, damage or excessive wear.
- \_\_\_ Check wheel-ends for obvious signs of lubricant leakage. Check for missing components.
- \_\_\_Check axle assemblies for damage/loose components.
- \_\_\_ Visually inspect suspension structure for signs of damage or excessive wear.
- Check for loose or missing bolts/nuts. Check for irregular movement in suspension components.
- \_\_\_ Make sure air controls are operating properly.

  Drain all moisture from air reservoirs.

#### First 6,000 miles of use

- \_\_\_Torque suspension components to specifications (Pg 12/Engineering Drawing). NOTE: Do not re-torque shear-type pivot bolt.
  - Verify the suspension is operating at the designed ride height.

# Refer to these Technology & Maintenance Council (TMC) publications for maintenance information

- RP 609 Brake Adjuster Installation/Maintenance RP 618 Wheel Bearing Adjustment Procedure
- RP 618 Wheel Bearing Adjustment Procedure RP 619 Air System Inspection Procedure
- RP 622 Wheel Seal and Bearing Removal, Installation, and Maintenance
- RP 631 Recommendations for Wheel End Lubrication
- RP 643 Air Ride Suspension Maintenance Guidelines
- RP 728 Trailer Axle Maintenance

#### Every 12,000 miles of use

Inspect air springs for damage/excessive wear. Torque bolts/nuts to spec (Pg 12/ENG Drawing).

Check air lines and connections for leaks.

Lubricate Brake Cams and Slack Adjusters.

#### First 50,000 miles of use

- \_\_\_Torque suspension components to specifications (Pg 12/Engineering Drawing). NOTE: Do not re-torque shear-type pivot bolt.
  - \_ Check wheel ends for excessive play.

#### Annually/100,000 miles of use

- \_\_\_Inspect pivot connections for worn pivot bushings and replace, if necessary. Torque pivot hardware and component bolts/ nuts to specifications (Pg 12/ENG Drawing).
- \_\_\_ Check suspension hanger and air spring mounting plate connections to frame.

#### Check lubrication level in wheel ends:

- \_\_\_\_1) Oil-Filled Wheel Ends:
  Refill/Replace lubricant as needed
  (TMC RP 631 "100K/Annual Inspection").
- \_\_\_\_2) Semi-Fluid Grease:
  Pull outer bearing and visually inspect
  lubrication level. Refill/Replace as needed
  (TMC RP 631 "Level 3 Lubrication Level Inspection"
  (TMC RP 618 "Wheel Bearing Adjustment").
- \_\_\_ Check air system for leaks.
- Test air system pressure protection valve (if equipped).
- \_\_ Check brake chambers and brakes for damage and proper function.

CAUTION Failure to torque bolts/nuts of suspension components to specifications can result in failure of the suspension and void the warranty.

## Pivot Bushing Inspection Procedure

The pivot bushing can be checked without disassembling the suspension. Park the unloaded trailer on a level surface. Set the brakes and chock the tires so vehicle cannot move during inspection.

Insert the flat end of a pry-bar between one side of the hanger sidewall and the wear washers. Move the pry-bar back-and-forth and look for excessive movement of the beam (NOTE: A small amount of beam movement because of the rubber flexing is normal). Inspect the wear washers for excessive wear/damage.

Repeat the pry-bar process and wear washer inspection on the other side of the hanger. If any large/easy movement or damaged wear washers is observed, drop the beams for further inspection. Replace components as necessary.

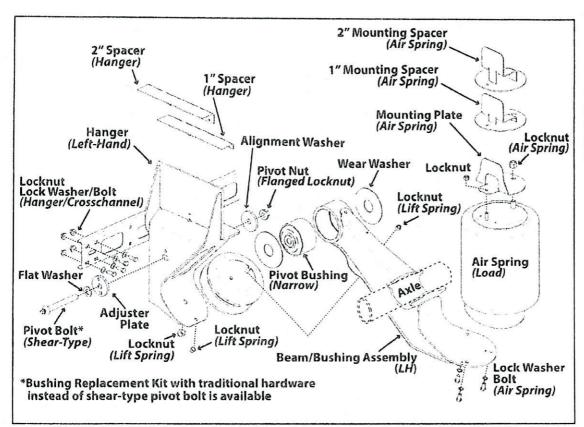


Figure 5.

RCA 215 Truck
Suspension –
Drum Brakes

Refer to suspension
model engineering drawing for the
individual compo-

nent part number.

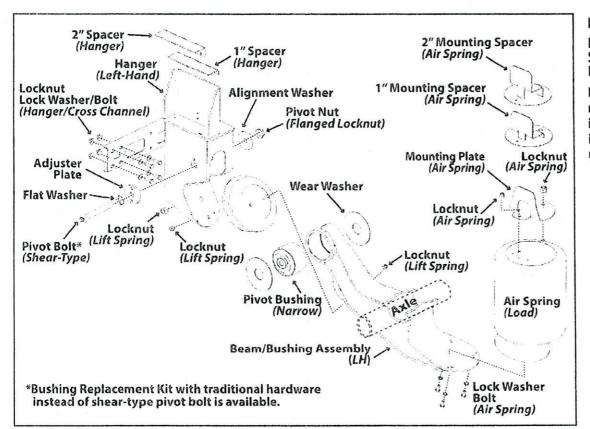


Figure 6.

RCA 215 Truck
Suspension –
Disc Brakes

Refer to suspension
model engineering drawing for the
individual component part number.

#### RCA-215 Truck — Air Spring Mounting Plate/Spacer Index

NOTE: The same size of hanger spacer must be installed with the air spring spacer: 1" Hanger Spacer - 8003434 2" Hanger Spacer - 8003435

Manufactured before October 2014

5.50"
| Bolt Center | Mounting | Plate

(Stamped) Mounting Plate Included with Air Spring



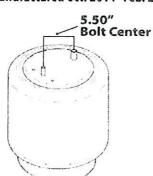
3450126-1" Mounting Spacer



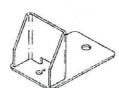
3450155-2" Mounting Spacer

Manufactured Oct. 2014-Feb. 2017

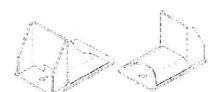
Air Spring - 1001R12444G



Air Spring - 1001R12653G



Upper Air Spring Mounting Plate (Standard) 3450154

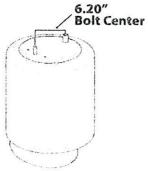


3450126-1" Mounting Spacer



3450155-2" Mounting Spacer

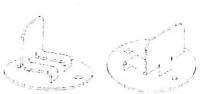
Manufactured after March 1, 2017



Air Spring - 1001R121202



Upper Air Spring Mounting Plate (Standard) 8003809



3450266-1" Mounting Spacer



3450267-2" Mounting Spacer

Part Number (Component)	Item Description	Size	Torque foot-pound	e Values Newton-meter	
6040128-Bushing Kit 6100044-Narrow Tool	Pivot Bolt/Nut - (Shear-Type Bolt/Locknut) Requires E-20 Torx® socket (RW #6100054)	7/8"-9NC	Do not lubricate bolt/nut threads. Use 1"-drive impact wrench to tighten until Torx® head shears.		
6040078-Bushing Kit 6100044-Narrow Tool	Pivot Bolt - Hex Head Cap Screw (HHCS) Pivot Nut - (Locknut)	7/8"-9NC	500 ft-lb	678 N-m	
Fasteners	Locknut - (Air Spring)	1/2"-13NC	25 ft-lb	35 N-m	
	Locknut - (Air Spring)	3/4"-16NF	50 ft-lb	68 N-m	
	Locknut - (Crosschannel)	1/2"-13NC	45-50 ft-lb	61-68 N-m	
	HHCS/Locknut - (Optional Shock Absorber)	3/4"-10NC	160-200 ft-lb	217-271 N-m	

Torque values reflect a lubricated thread condition (Nuts are pre-lubed). Do not overtorque.

CAUTION Suspension is shipped with minimal torque applied to fasteners. All fasteners must be re-torqued after first 6,000 miles of operation. Failure to install and maintain fasteners at torque specifications could result in suspension failure and void the warranty.

#### **Vehicle Preparation**

Park vehicle on a level surface. Chock wheels to keep vehicle from moving.

Raise vehicle to a height that removes the load on the suspension. Support with jack stands.

Disconnect the linkage from the height control valve(s), if equipped. Exhaust all air from the system.

ACAUTION Failure to properly chock wheels, exhaust the air system and safely support the vehicle could allow vehicle/suspension movement that could result in serious injury.

#### Disassemble the suspension

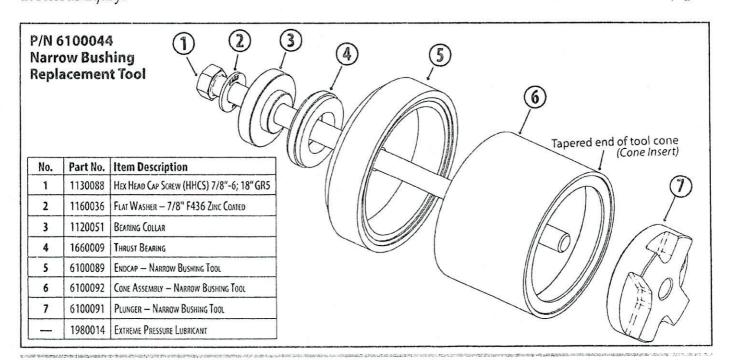
Remove wheels and tires, if necessary. Remove the shock absorbers (if equipped).

Take the pivot connections apart. Remove and discard pivot bolt, flat washer and pivot nut. Inspect adjuster plate and alignment washer for wear/damage. Replace if necessary.

CAUTION Do not reuse pivot hardware.

Rotate beams down and away from frame. Inspect pivot-bolt holes and wear washers for unusual wear/damage. Repair or replace components as needed.

continued on next page



# Replacement Procedure with Narrow Bushing Tool #6100044 (continued)

#### **Tool Assembly**

Check that thrust bearing is installed in the flat, outside edge of endcap. Inspect tapered insert and endcap for damage. Repair or replace as needed.

Lubricate Hex-Head Cap Screw and thrust bearing threads with Extreme Pressure Lubricant (#1980014).

Thread the flat washer, the bearing collar and the endcap onto the HHCS until the bearing collar and endcap rest against the head of the HHCS. Place tool cone onto endcap (Figure 7).

NOTE: Failure to apply lubricant to the threads could result in decreased tool performance and reduce the life of the bushing tool.

#### **Bushing Removal**

- 1. Push the HHCS through the inner sleeve until the tool cone is against the beam eye. Thread the plunger onto the HHCS until the tool cone is held firmly against the beam (Figure 7).

  NOTE: Tapered end of cone is placed against the beam eye for both removal and installation.
- 2. Check that tool cone is centered on the beam eye. Use a 1 5/16" socket on a 3/4"-drive impact wrench (1"-drive impact wrench recommended) to rotate HHCS and pull the bushing into cone. NOTE: In some cases, a small amount of heat may be needed to break the bond between the bushing and beam eye.
  Do not overheat. Allow the beam to cool before installing replacement bushing.
- Remove bushing tool from the beam. Detach tool cone from endcap, remove bushing and discard. continued on next page

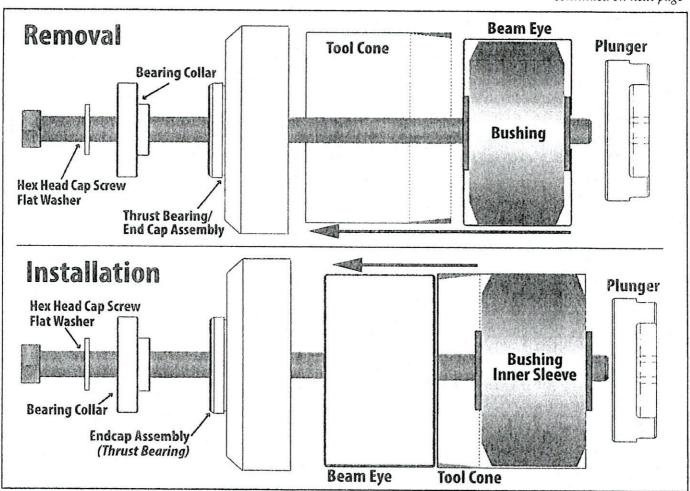


Figure 7.
Place tapered end of cone against beam eye for bushing installation and removal.

#### Replacement Procedure with Narrow Bushing Tool #6100044 (continued)

#### Tool Assembly

Thread the flat washer, the bearing collar and the endcap onto the hex-head cap screw until the bearing collar and endcap rest against the head of the HHCS.

#### **Bushing Installation**

- 1. Use wire brush to clean debris /corrosion from eye.
- 2. Liberally apply P80® lubricant or a soap solution to the inside of the beam eye, the outside of the new bushing and inside the tool cone.

  Insert replacement bushing into the larger opening of the tool cone (Figure 8).
- Center the smaller opening of the tool cone against beam eye. Push the hex-head cap screw through the bushing inner sleeve from the opposite side of the beam until the endcap rests against the beam eye.
- 4. Thread the plunger onto the hex-head cap screw until tool cone is held firmly against the beam. NOTE: The smaller opening of the tool cone is placed against the beam eye for both removal and installation of the bushing.
- 5. Verify that bushing tool cone is centered on the beam eye. Use a 1 5/16" socket and 3/4"-drive impact wrench (1"-drive impact wrench recommended) to rotate the hex-head cap screw and press the bushing into the beam eye.
- Disassemble and remove bushing tool from the beam. Verify bushing is centered inside the beam. Realign bushing if necessary.

#### Reassemble suspension

Rotate the beams into hangers.

Assemble the pivot connection – alignment washer, adjuster plate, wear washers, shear-type pivot bolt, flat washer and flanged locknut.

NOTE: Do not lubricate pivot bolt/nut.

Tighten locknut until adjuster plate pin is engaged and pivot connection hardware is snug against the hanger. Do not apply final torque until the axle alignment has been checked.

Install the shock absorbers (if equipped).

Connect the height control valve linkage (if linkage has been disconnected). Inflate air springs.

Install wheels and tires (if removed). Raise the vehicle and remove support stands. Lower vehicle to ground.

Verify the suspension ride height. Check axle alignment. Realign if necessary (Pg 15).

Tighten pivot bolt with a 1" drive impact wrench and E-20 Torx® socket (Ridewell tool #6100054) until Torx® head is sheared off.

ACAUTION Failure to torque hardware to specifications can result in suspension failure/void the warranty.

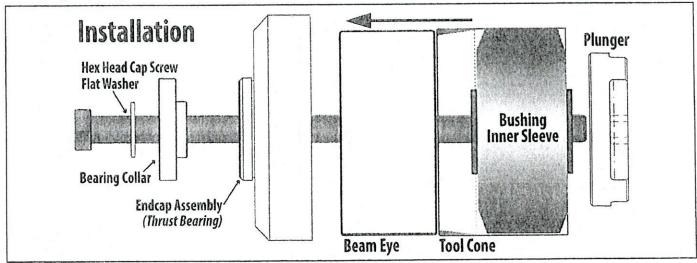


Figure 8.
Place the tapered end of the cone against the beam eye for bushing installation and removal.

Alignment should be performed on a level surface with the suspension at the desired ride height. Align the suspension per TMC- or SAE-recommended standards.

On a multiple-axle vehicle, the forward axle is moved into proper alignment, then the remaining axles are positioned so that they are parallel to the forward axle. A maximum tolerance of 1/8-inch difference from side-to-side of the forward axle and 1/16-inch difference from side-to-side for the aft axles is acceptable (Figure 9).

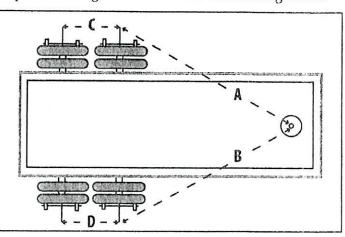
The RCA 215 Suspension is equipped with the Ridewell Speed Set® alignment feature for manual alignment.

#### Figure 9. Kingpin measurement for axle alignment.

Check the forward axle alignment by measuring from the kingpin to both ends of the axle centers.

If the difference between the "A" measurement and the "B" measurement is greater than 1/8-inch, the forward axle needs to be aligned.

Adjust the aft axle if the difference between the "C" measurement and the "D" measurement is greater than 1/16-inch.



#### Axle alignment procedure

- 1. Loosen the pivot nut enough for the beam to move within the hanger (Figure 10).

  (CAUTION) Do not reuse pivot hardware if Torx® head is damaged or missing. A new shear-type pivot bolt, flat washer and locknut must be installed and the Torx head sheared off to complete the alignment.
- Locate the adjuster plate at the pivot connection.
   Insert a 1/2"-shank breaker bar into the square hole of the adjuster plate.
   Push on the breaker bar to move the beam forward or backward until the axle reaches alignment measurements (Figure 9).
   NOTE: Verify the pivot bushing is not wedged sideways during beam movement. The adjuster plate and alignment washer should move in unison with beam movement.
- Tighten the pivot nut so that the beam can no longer move. Re-check alignment measurements and adjust if necessary.
   NOTE: Check to make sure both the adjuster plate and alignment washer are flat against the hanger before final torque is applied.
- 4. Tighten pivot bolt with a 1"-drive impact wrench and E-20 Torx® socket (Ridewell tool #6100054) until the Torx® head is sheared off.

ACAUTION Failure to properly torque pivot hardware could result in suspension failure and void the warranty.

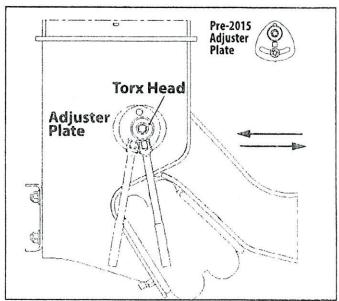


Figure 10.

Move beam back-and-forth using breaker bar until the axle reaches the desired position.

### Terms and coverage in this warranty apply only to the United States and Canada.

Ridewell Suspensions warrants the suspension systems manufactured by it to be free of defects in material and workmanship. Warranty coverage applies only to suspensions that have been properly installed, maintained and operated within the rated capacity and recommended application of the suspension. The responsibility for warranty coverage is limited to the repair/replacement of suspension parts. The liability for coverage of purchased components is limited to the original warranty coverage extended by the manufacturer of the purchased part.

All work under warranty must have prior written approval from the Ridewell warranty department. Ridewell has the sole discretion and authority to approve or deny a claim and authorize the repair or replacement of suspension parts. All parts must be held until the warranty claim is closed.

Parts that need to be returned for warranty evaluation will be issued a Returned Materials Authorization (RMA). Parts must be returned to Ridewell with the transportation charges prepaid. The transportation charges will be reimbursed if the warranty claim is approved.

This non-transferable warranty is in lieu of all other expressed or implied warranties or representations, including any implied warranties of merchantability or fitness or any obligations on the part of Ridewell. Ridewell will not be liable for any business interruptions, loss of profits, personal injury, any costs of travel delays or for any other special, indirect, incidental or consequential losses, costs or damages.

Contact the Ridewell Warranty Dept. at 417.833.4565 - Ext. 135, for complete warranty information.

# INVITATION TO BID HEAVY EQUIPMENT

LE Automatic

### NOTICE OF BID OPENING

**NOTICE IS HEREBY GIVEN** that the Association of County Commissions of Alabama, which administers the Alabama County Joint Bid Program on behalf of Alabama's county governing bodies, shall receive and open bids for the purchase of zero (0) or more items of heavy road equipment at its office located at 2 North Jackson Street, Montgomery, Alabama, at 10:00 a.m. on Friday, October 7, 2022. Bid specifications are available at <a href="http://www.alabamacounties.org/heavy-equipment/">http://www.alabamacounties.org/heavy-equipment/</a> for each of the following items:

Backhoes
Tractors
Track Mount Excavators
Compact Track Mount Excavators
Mini Track Excavator
Wheeled Excavators
Highway Speed Truck Excavators
Motor Graders
Heavy Duty Hydrostatic Bulldozers
Mulching Dozer
Wheel Loaders
Heavy Duty Dump Chassis
Lowboy Tractors
Skid Steer Loader w/no Attachments

Skid Steer Attachments
Ride-on Industrial Boom Mowers
Asphalt Distributor Truck
Chip Spreader
Rubber Tire Roller
7.5 Ton Single Drum Vibratory Roller
One-man Pothole Patchers
Trailer Mounted Patchers
Trailer Mount Mastic Patcher/Crack Sealer
Half Round End Dump Trailer
Lowboy Trailers
Road Wideners and Attachments
16' Steel Dump Bodies (Automatic
and Manual)

Time is of the essence in submitting bids and only bids received in the Association office by 10:00 a.m. Central Time on Friday, October 7, 2022 will be opened and considered. Bidders and any other interested individuals are invited to attend the bid opening.

### NOTICE OF BID OPENING PROCEDURES

All bids for **Heavy Equipment** will be opened and the name(s) of the bidders read aloud on the morning of the bid opening on Friday, **October 7**, **2022 at 10:00 a.m.** at 2 North Jackson Street, Montgomery, AL. The specifics of each bid submitted will be compiled by the Association staff thereafter and will be available, **upon written or emailed request**, one week after the bid opening. Requests should be emailed to jointbid@alabamacounties.org.

### THE INVITATION PACKAGE

The invitation package for each item to be bid includes: this invitation to bid, the written bid specifications for the particular item of heavy road equipment, and a Bid Submittal Form to be used in submitting a bid for that particular item. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact Kenya Howard in the Association office by mail, fax, or e-mail (jointbid@alabamacounties.org) to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening. Bidders should carefully read and comply with all parts of the invitation package, including all attachments and/or any addendum.

### PREPARING AND SUBMITTING BIDS

All bids must be typed or hand written in ink on the attached Bid Submittal Form. The completed Bid Submittal Form shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.

Bids submitted in pencil and bids not submitted on the Bid Submittal Form will **not** be considered. All bids shall include a current catalog or model specification document for the equipment model number being offered for consideration. Bids submitted without such documentation will **not** be considered. Only information contained on the attached Bid Submittal Form and in the model specification document will be considered in evaluating bids.

Each separate requirement in the bid specification includes a block for indicating whether or not the item bid meets the specification. The bidder shall indicate compliance with each requirement by checking "Yes" or "No" in the block to the right of each bid specification. In addition, the bidder shall indicate the page number in the supplied manufacturer's equipment literature on which compliance with the specification can be verified. Failure to complete this portion of the bid form may result in the subject bid not being considered. Additionally, all bidders are required to submit a factory build/order sheet showing all of the standard and option items for each piece of equipment bid in order to assist the bid review committee in assuring that each bid is in conformance with the required bid specifications.

Each bid for one of the heavy equipment items included in the bid package must be submitted on the Bid Submittal Form for that item and forwarded in a separate envelope with the bid item and item number clearly identified on the outside of the envelope. Envelopes containing a "no bid" shall also include the words "NO BID" on the outside of the envelope. Facsimiles and e-mails will not be accepted. Bids submitted by "Express/Overnight" services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the Association office prior to the bid opening. Bids received after the deadline will be returned unopened.

The County Joint Bid Program reserves the right to require a performance bond from successful bidders as permitted under Alabama law. However, **no bid bond is required for this bid offering**.

All bids should be mailed or hand-delivered to:

ATTN: Joint Bid Program
Association of County Commissions of Alabama
2 North Jackson Street, FL 7, Montgomery, Alabama 36104 (Physical Address)
P.O. Box 5040, Montgomery, Alabama 36103 (Mailing Address)

### **BID SPECIFICATIONS**

Please note that each piece of heavy equipment available for bid may include several different sizes and categories of machines. You should read each set of specifications very carefully as the differences vary depending upon the piece and size of equipment.

Where applicable, each bid submission shall include the separate cost of each item listed in the "Options" section of the bid specifications. However, all bids will be awarded on the basis of the **total cost of the machine with all options included.** Therefore, the "Bid Price" stated on the Bid Submittal Form must be the total cost, including the cost of all options.

Once the bids have been awarded, any county participant purchasing under this program may, at its discretion, deduct one or more of the options set out in the bid specifications, and in such event, the cost of the option as stated on the bid shall be deducted from the total cost of the machine. There shall be no other deductions and no additions made to the machine by the purchasing county or by the vendor.

Any use of specific names and/or model numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer, but is included solely for the purpose of indicating the type, size, and quality of materials, product services, or equipment considered best adapted to the use of the counties participating in the joint bid program.

### **BIDDER QUALIFICATIONS**

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid. Additionally, all bidders shall provide proof that they are in compliance with the e-verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq., as amended by Act No. 2012-491).

### **BID AWARD**

The Houston County Commission will serve as the awarding authority for all bids and will award all contracts at a regular meeting of the Houston County Commission. Any and all bids submitted in compliance with this invitation to bid shall be considered, and award will be made to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law. All bids will be reviewed and evaluated by a committee created for that purpose, which committee will make comments and recommendations to the awarding authority regarding the award. All factors contained in each invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted. The awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

The contract period will be one year with an option to renew for a second and third year under identical price, terms, and conditions upon the mutual consent of the vendor and the awarding authority. Any renewal contract shall be approved in writing by the vendor and the awarding authority no later than 90 days prior to the expiration of the existing contract.

### CONTACT REGARDING BIDS AND INVITATION

Contact initiated by a potential bidder with any county official, county employee, or member of the Association staff shall only be as specifically set out in this Invitation to Bid. Any questions related to the bid or the County Joint Bid Program shall be directed to Association staff in writing under the procedures set out in this Invitation to Bid. Additionally, a bidder may contact the Association in writing to request an appointment to review bid specifications following the bid opening. However, there shall be no communication with any county official or county employee regarding this bid between the date of this invitation and the date of bid award. Any contact other than as set out here shall be deemed as an attempt to unduly influence the bid award, and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

Any questions or problems related to downloading or obtaining copies of this Invitation to Bid should be directed to **Kenya Howard** at jointbid@alabamacounties.org or **334-263-7594**.

Any other questions or requests for additional information regarding this invitation or the bid specifications shall be submitted **in writing** no later than five (5) days prior to bid opening to:

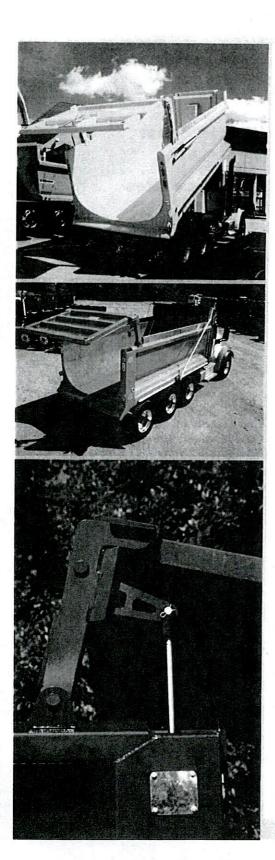
ATTN: Patrick McDougald
Association of County Commissions of Alabama
P.O. Box 5040
Montgomery, Alabama 36104

OR

Patrick McDougald E-mail: barbeng@bellsouth.net



# Logan LE Dump Body



### **FEATURES:**

- Elliptical tub floor with AR450 steel
- Cross-memberless
- Axalta automotive quality finish
- Rides on rubber cushion
- Configurations from ultra-light to heavy duty
- Rear hinge with full-width pin
- LED lights
- Flame-cut all steel hardware and hinge, no castings

### **OPTIONS:**

- Lengths from 10'-30'
- Side heights from 36"-64"
- High lift gate in two configurations
- External Cylinders
- Cylinders in rear post
- Side swing gate
- One-piece aluminum diamond plate fender covers
- Weld-on or Bolt-on Apron
- Straight, sloped, or asphalt-tapered rear
- Sloped front with externally-mounted hoist



Logan Corporation

124 Ward Road Salyersville, KY 41465 Phone: 606.349.1744 Fax: 606.349.1144 www.logandumpbodies.com



# Logan LE Dump Body



Whether you're hauling dirt or demolition, asphalt or rock, Logan's LE aump body gets the job done. The LE is a multi-purpose body that uses a unique shaped floor and sides to maximize capacity. This shape also deflects impact and increases rigidity, which in turn offers great resistance to the wear and tear of tough jobs.

STATE OF ALABAMA )
COUNTY OF CULLMAN )

### **AGREEMENT**

THIS EVENT AGREEMENT ("Agreement") is entered into as of this the **25th** day of **April**, 2023, by and between CULLMAN COUNTY COMMISSION, the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama (the "County") and Post Panda Promotions, LLC (the "Post Panda"), whose principal place of business is 2981 Grants Mill Road, Suite 121, Birmingham, Alabama 35094 (hereafter individually a "Party" and collectively the "Parties").

WHEREAS, Post Panda Promotions, LLC ("Post Panda") is in the business of promoting bands, and booking entertainment for events and festivals; and

WHEREAS, the County desires Post Panda to locate, negotiate, and book talent as the entertainment festival to be held over the Independence Day and Labor Day Holiday weekends, at their facility known as Smith Lake Park in Cullman, Alabama, commencing on Tuesday, July 4, 2023, Sunday, September 3, 2023, and Monday, September 4, 2023; and

WHEREAS, the County will pay Post Panda a fee to assist Post Panda in securing talent as the entertainment for said festival. Post Panda shall locate, negotiate, and book talent as the entertainment for the festival, as more fully set out hereinafter; and

WHEREAS, Post Panda and its entertainment shall abide by all laws of the United States and the State of Alabama and the rules and regulations of the County;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### 1. Post Panda's Responsibilities

A. Over the period of approximately four (4) months, commencing with the 4<sup>th</sup> of July Day Holiday weekend of 2023, and concluding with the Labor Day Holiday weekend / Sweet Tater Festival of 2023, Post Panda will locate, negotiate, and book talent as the entertainment for two (2) music festivals (the "Festivals") in Cullman, Alabama to be held at Smith Lake Park. The Festivals shall take place on Independence Day (Tuesday, July 4, 2023), and Labor Day weekend (Sunday, September 3, 2023, and Monday, September 4, 2023), at Smith Lake Park (unless an alternate date, or different venue is mutually agreed upon between the County and Post Panda in writing).

### **B.** Hours of Operation and Premises Access

- Post Panda shall locate, negotiate, and book talent as the entertainment for the first of two (2) Festivals in Cullman, Alabama to be held at Smith Lake Park to be held on Tuesday, July 4, 2023. Music for the Festival shall begin at 9:30 a.m. and shall last until 9:00 p.m.
- ii. Post Panda shall locate, negotiate, and book talent as the entertainment for the second and final of two (2) Festivals in Cullman, Alabama to be held at Smith Lake Park to be held on Sunday, September 3, 2023, and on Monday, September 4, 2023. Music for the Sunday Festival shall begin on September 3, 2023, at 9:30 a.m. and shall last until 6:00 p.m. Music for the Monday Festival shall begin on September 4, 2023, at 9:30 a.m. and shall last until 4:00 p.m.
- C. It is agreed that the parties shall have the right to terminate this Agreement at any time by mutual consent for cause such as a catastrophic event (which may include, without limitation, weather, Force Majeure, etc.) without any obligation, future or otherwise, to the other party or any of its entertainers, employees, officers, or agents whomever or wherever under this Agreement.
- D. Post Panda shall have no authority whatsoever to bind the County as an agent, representative, partner or any other theory of agency to any third party and all contracts entered into by Post Panda shall include language specifically stating that the County shall have no obligation whatsoever thereunder. Likewise, the County shall have no authority whatsoever to bind Post Panda as an agent, representative, partner or any other theory of agency to any third party.

- E. Post Panda agrees that every act, celebrity and performer connected with the entertainment of the Festival shall abide by, conform to, and comply with all laws of the United States, the State of Alabama, together with all rules and requirements of the Cullman County Sheriff's Office, Fire Departments and State agencies during the Festivals set out herein.
- F. Type of Entertainment: The Festival "headliners" shall be regionally known music artists in their specific genre of music. Post Panda shall provide a minimum of one headliner for each evening of the Festival, and continual stage performances leading up to the headliner, except set changes. Notwithstanding the foregoing, it is specifically understood and agreed that Post Panda shall have the right to make creative decisions regarding the Festivals, including, the number and identity of performing artists, emcees, headliners, and opening acts; however, this right is subject to the approval of the County.
- G. Post Panda shall supply and operate all sound equipment, furnishings, electrical connections, hospitality and administration personnel, stage hands, public address system, and other such personnel not specifically provided by the County.
- H. Post Panda shall leave the facility in its original condition save any normal wear and tear, and guarantee repair or pay for repair of any damaged property, equipment or plants/trees.

### 2. Consideration

- A. The County shall pay to Post Panda the sum of Fourteen Thousand Eight Hundred and 00/100 Dollars (\$14,800.00) in exchange for Post Panda booking talent as the entertainment for the Festivals as described herein according to the terms of this Agreement.
  - The first payment of this contract, Seven Thousand Four Hundred and 00/100 Dollars (\$7,400.00), shall be payable to Post Panda on June 15, 2023;
  - ii. The second and final payment of this contract, Seven Thousand Four Hundred and 00/100 Dollars (\$7,400.00), shall be payable to Post Panda on August 17, 2023.

### 3. County Responsibilities

- A. The County shall provide the facility/venue for the Festivals at Smith Lake Park and will coordinate with local law enforcement agencies to provide traffic control, medical services and security.
- B. The County shall provide parking near the Festival grounds for patrons of the Festival each day. The County shall reserve the right to charge patrons of the Festival for parking.
- C. The County shall provide cleaning and maintenance services at the facility/venue for each Festival.

### 4. Term

The "Term" of this Agreement shall commence with the date hereof and shall continue until completion of the final Festival hereunder, Labor Day Holiday weekend (September 3-4, 2023).

### 5. Cancellation for Safety; Force Majeure

- A. i. The County shall have the final decision on canceling and rescheduling a Festival if the County deems in their sole discretion that the event will be unsafe.
  - ii. Further, but without limiting the generality of (i) above, if because of a "Force Majeure Event" as described below, Post Panda is materially hampered in its obligation to book the entertainment for the Festival at Smith Lake Park pursuant to the Agreement, the County shall have the right to cancel and reschedule the Festival.
  - iii. In the case of cancellation per the terms of this Paragraph 5(A), the parties shall, as soon as reasonably practicable following such cancellation, mutually determine a date for the rescheduled Festival.
- B. For the avoidance of doubt, if a Force Majeure event prevents a Festival from occurring at the specified date and time, Post Panda's fee in connection with the Festival will not be refunded. However, the parties will reschedule such Festival at a mutually agreeable time within the end of said calendar year.
- 6. For the purposes of this Agreement, a Force Majeure Event is one that is not reasonably within Post Panda's control that causes Post Panda to be unable to comply with all of a

material part of its obligations under this Agreement, including, with limitation, the following events: (i) fire, chemical or radioactive contamination or ionizing radiation; (ii) earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions epidemic, famine, plague or other natural calamities and acts of God; (iii) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder; or (iv) any other unforeseeable circumstances beyond Post Panda's control against which it would have been unreasonable for Post Panda to take precautions and which Post Panda cannot avoid even by using its best efforts.

### 7. Relationship of the Parties

The County shall not under any theory of law, contract, or equity be construed as a partner or co-promoter with Post Panda, its agents, servants or employees for any Festival.

### 8. Notices

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. A courtesy copy of notices sent to Post Panda shall be sent to Alexander Cape, 2981 Grants Mill Road, Suite 121, Leeds, Alabama 35094. A courtesy copy of notices sent to the County shall be sent to the Cullman County Commission, 500 Second Avenue SW, Room 105, Cullman, Alabama 35055. Additionally, a courtesy copy of notices sent to the County shall be sent to Attorney Emily Johnston, Cullman County Commission, 500 Second Avenue SW, Room 110, Cullman, Alabama 35055. Notices shall be deemed given on the day of which personally delivered or if by mail on the fifth day after being posted or date of actual receipt, whichever is earlier. All mail copies shall be sent by regular mail.

### 9. Warranties and Representations:

Each party hereto hereby warrants and represents that: (i) it has the full right, power and authority to enter into this Agreement; and (ii) it is fully capable of performing its obligations under this Agreement, and will perform such obligations with all due skill, care and diligence. Each party hereto hereby indemnifies the other against any and all actions

or claims, including reasonable legal fees, brought as a result of a breach of the warranties and representations provided in the Agreement. Each party hereto agrees, warrants and represent to perform its services with reasonable skill, care and diligence and in good faith, in accordance with its normal and usual practices.

### 10. Miscellaneous

- A. This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings and may be amended only by the signed written agreement of all parties hereto. No waiver of any rights or obligations hereunder shall, unless explicitly so provided, constitute a waiver of any other rights or obligations hereunder, nor unless explicitly so provided, shall a waiver of any breach or default hereunder constitute a waiver of any other or subsequent breach or default. If any provisions of this Agreement is declared invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- B. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama applicable to contracts entered into and wholly performed therein. The venue for any action or proceeding brought by any party against the other shall be in the Circuit Court of Cullman County, Alabama.
- C. The headings of the paragraphs hereof are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of the Agreement or any portion thereof.
- D. This Agreement shall be effective upon execution by authorized representatives of each party. This Agreement may be entered into in separate counterparts, and any number of counterparts signed in the aggregate by the parties shall constitute a single original instrument. In order to timely effectuate execution of this Agreement, the parties shall be permitted to exchange facsimile signatures and/or scanned/emailed signatures, provided that the original signature pages shall be sent via U.S. first class mail to the other party within five (5) business days of the facsimile and/or email transmission.
- E. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the County and Post Panda, and the parties hereto shall make no such representation to anyone.

### [The following page is the Signature Page of this Agreement]

IN WITNESS WHEREOF, the parties by their duly authorized officers have this day signed the Agreement in the spaces provided below.

Cullman County Commission Print Name / Title Date: 4/25/23

Post Panda Promotions, LLC

By: Alex Cape / Co-Owner

Print Name / Title

Date: 4/25/23

### BRYAN CHEATWOOD

County Engineer

bchcatwood@co.cullman.al.us



### JON BRUNNER

Assistant Engineer

jbnmncr@co.cullman.al.us

# **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058 Phone: 256-796-1336 Pax: 256-796-7039

March 13, 2023

Proposed considerations for upcoming Commission meeting on April 18, 2023.

• Proposed plat The Springs. A minor subdivision containing 8 Lots located off County Road 54.

### BRYAN CHEATWOOD

County Engineer

bchcatwood@co.cullman.al.us



JON BRUNNER

Assistant Engineer

jbnmncr@co.cullman.al.us

# **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058 Phone: 256-796-1336 Pax: 256-796-7039

March 22, 2023

Proposed considerations for upcoming Commission meeting on April 18, 2023.

• Proposed plat The Reserve at Stonebridge Farms. A major subdivision containing 10 Lots located at 1360 County Road 706.



# CULLMAN COUNTY Annual Bid Contract



PROPOSAL/BID NO. 1435

April 11, 2023

### FOR THE CONSTRUCTION OF:

### FULL DEPTH RECLAMATION WITH PORTLAND CEMENT

### **CULLMAN COUNTY, ALABAMA**

Proposal of Contractor Name: Chilton Contractors Inc					
Of (City, State): Clanton Alabama					
ALDOT Contractor Identification Number: 03540 (To be used to document E-Verify)					
Alabama General Contractors License Number: 21589					
For the Construction Of:					
FULL DEPTH RECLAMATION WITH PORTLAND CEMENT					

The specifications are hereto attached.

In order to be considered, proposals must be received at the location and time below:

Cullman County Commission Office Cullman County Courthouse, Room 105 500 2nd Avenue SW Cullman, Alabama 35055 Phone: (256)-739-3530

### BEFORE: 2:00 PM ON TUESDAY, APRIL 11, 2023

Bids will be opened as soon thereafter as practicable. Award will be made at the next regularly scheduled meeting of the Cullman County Commission.

Please place on outside of bid envelope "SEALED BID" with the Bid Number shown above.



# CULLMAN COUNTY Annual Bid Contract



1. Price per square yard, to pulverize and mix the existing materials as shown in the Proceed Order with Portland cement and water to produce a uniform mixture and them compacting the mixture to serve as a base course for pavement. The contractor shall submit a Job Mix Design no later than 21 Calendar Days after the date of the Proceed Order when required by Purchase Order. Price to include all materials, labor, and equipment required to prepare roadway (including establishing offset reference points of the roadway alignment), distribute cement, water, shape, and compact the mixed materials in compliance with the applicable sections of the ALDOT specifications

Item: 302A-0	00 Full D	epth Reclamation, 8 Inches Thick
(JOB MIX AND	DENSITY TESTING	G REQUIRED)
\$ 5.39	/Square Yard	10,000-20,000 Square Yards
\$ 4.86	/Square Yard	20,001-30,000 Square Yards
\$ <u>4.14</u>	/Square Yard	30,001-40,000 Square Yards
\$4.12	/Square Yard	40,001-50,000 Square Yards
\$4.02	/Square Yard	50,001 Square Yards and above

Purchase Orders not requiring job mix formulas will be based on a cement rate range of 25 lbs./Square Yard to 40 lbs./Square Yard and quality control/quality assurance will be based on a proof roll using a loaded tandem dump truck provided by the contractor and inspected by representative from the Cullman County Engineer's Office and the successful Bidder.

Item: 302A-0	00 Full D	epth Reclamation, 8 Inches Thick
(JOB MIX FOR	RMULA NOT REQUI	RED, Visual Inspection of Soil/Base, Proof Roll used for QC/QA)
\$ 4.07	/Square Yard	10,000-20,000 Square Yards
\$ 4.10	/Square Yard	20,001-30,000 Square Yards
\$ 3.63	/Square Yard	30,001-40,000 Square Yards
\$ 3.65	/Square Yard	40,001-50,000 Square Yards
\$ 3.66	/Square Yard	50,001 Square Yards and above

2. Price per ton, to provide Portland Cement for Full Depth Reclamation. Price to include transporting and spreading in compliance with the applicable sections of the ALDOT specifications.

Item: 302B-000	Portland Cement for Full Depth Reclamation
\$ 228.00/Ton	100-300 Tons
\$ 228.00 /Ton	301-500 Tons
\$ 228.00 /Ton	501-700 Tons
\$228.00 /Ton	701-900 Tons
\$ 228 · 00 /Ton	901 Tons and above

3. Price per square yard, to place a bituminous surface treatment on an existing FDR surface. Price to include all materials, labor, and equipment required to clean and prepare roadway, haul, spread, and sand the bituminous treatment in place in compliance with the applicable sections of the ALDOT specifications.

Item: 401A	-000 Bitun	ninous Treatment A
\$ 2.40	/Square Yard	10,000-20,000 Square Yards
\$ 2.14	/Square Yard	20,001-30,000 Square Yards
\$ 1.98	/Square Yard	30,001-40,000 Square Yards
\$ 1.94	/Square Yard	40,001-50,000 Square Yards
51.92	/Square Yard	50.001 Square Yards and above

