

**RESOLUTION NO. 2024-30**

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 County Road 1583 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper speed for County Road 1583 is set at 30 miles per hour at all times and no person shall operate a motor vehicle in excess of 30 miles per hour on said County Road 1583;

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


ADOPTED this the 16th day of July 2024.

ATTEST:

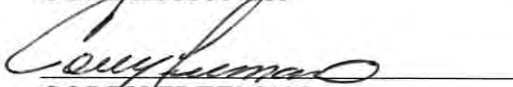
  
COUNTY CLERK

  
JEFF CLEMONS, CHAIRMAN

  
GARRY MARCHMAN  
COMMISSIONER

  
KERRY WATSON  
COMMISSIONER

  
KELLY DUKE  
COMMISSIONER

  
COREY FREEMAN  
COMMISSIONER

**RESOLUTION NO. 2024-31**

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 County Road 1621 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper speed for County Road 1621 is set at 35 miles per hour at all times and no person shall operate a motor vehicle in excess of 35 miles per hour on said County Road 1621;


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

**ADOPTED** this the 16th day of July 2024.

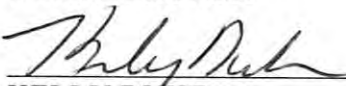
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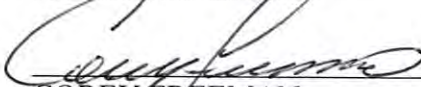
  
\_\_\_\_\_  
DIJANA MEMIMAN  
COUNTY CLERK

  
\_\_\_\_\_  
JEFF CLEMONS, CHAIRMAN

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

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

  
\_\_\_\_\_  
KELLY DUKE  
COMMISSIONER

  
\_\_\_\_\_  
COREY FREEMAN  
COMMISSIONER

**5311 Resolution Authorizing Local Matching Funds**

RESOLUTION NO. 2024-32

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

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

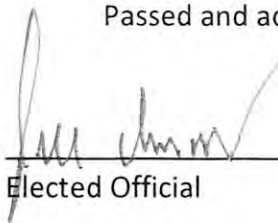
WHEREAS, the Cullman County Commission is recognized as a member of the Cullman County Transportation Steering Committee; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Cullman County Commission hereby commits the amount of \$ 838,215 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.

Passed and adopted this the 16th day of July, 2024.

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

ATTEST:

  
\_\_\_\_\_  
Clerk

## 5311 Local Match Certification

We, the undersigned representing, Cullman County Commission do hereby certify to the Alabama Department of Transportation that the required local funds for the Cullman Area Rural Transportation System are available from the following source(s):

General Fund:	\$	<u>789,615</u>
Contracts:	\$	<u>28,600</u>
Advertising/Other:	\$	<u>20,000</u>
Total:	\$	<u>838,215</u>

These funds will be available as of October 1, 2024.

Name of Applicant: Cullman County Commission

Name of Authorized Official: Jeff Clemons, Chairman Date: July 16, 2024

Signature: 

Title: Cullman County Commission Chairman



## Section 5311 Authorizing Resolution

Resolution No. 2024-33

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

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

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

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

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

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

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

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

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

#### CERTIFICATION

The undersigned duly qualified and acting **Chairman Jeff Clemons** of the **Cullman Area Rural Transportation System** certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the **Cullman County Commission** held on **July 16, 2024**.

If applicant has an official seal, impress here.

Dyan Memmon

Signature of Recording Officer

County Clerk

Title of Recording Officer

7/16/24

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*

July 16, 2024

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 **Cullman County Commission** has carefully considered the selection of an implementing agency for its Section 5311 project. We designate **Cullman Area Rural Transportation System** 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**.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Clemons".

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*

July 16, 2024

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: FY2025 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 \$ 603,450 for operations, \$ 596,080 for administration, and \$ 182,979 for capital. Local assistance in the amount of \$ 838,215 will be used as the non-federal 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,

A handwritten signature in black ink, appearing to read "Jeff Clemons", is written over the word "Sincerely,".

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

July 16, 2024

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-2025 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION

The Cullman County Commission – CARTS is hereby applying for a Section 5311 operations, administration and capital grant under 49 USC Section 5311, to assist in the operation of the CARTS Public Transit System for the period covering October 1, 2024, to September 30, 2025. The project application has been reviewed and approved by the Cullman County Commission. The requested amount of Federal assistance is as follows:

Federal Operations Assistance:	\$ <u>603,450</u>
Federal Administration Assistance:	\$ <u>596,080</u>
Federal Capital Assistance:	\$ <u>182,979</u>

Local assistance in the amount of \$ 838,215 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.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Clemons".

Jeff Clemons  
Chairman  
Cullman County Commission

# THE CULLMAN TIMES

cullmantimes.com

300 Fourth Avenue SE, Cullman, AL 35055  
cullmantimes.com (256) 734-2131


## Affidavit of Publication

### STATE OF ALABAMA COUNTY OF CULLMAN


Before me, a notary public in and for the county and state above listed, personally appeared Tom Mayer, who, by me duly sworn, deposes and says that: "My name is Tom Mayer, I am the editor of The Cullman Times.

The Newspaper published the attached legal notice(s) in the issue(s) of: Cullman Times: 06/04/24. The sum charged for publication was \$51.76. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney."

Signed: 

Sworn and subscribed of this day  
06/04/2024.

Notary Public: 

MY COMMISSION EXPIRES  
12-02-2025



#### Public Hearing Notice

The Cullman Area Rural Transportation System is applying to the Alabama Department of Transportation for Operational, Administration and Capital assistance award under 49 U.S.C. Section 5311 of the Federal Transit Laws. This grant funding will provide financial assistance for public transportation service for the residents of Cullman County.

The service is provided for general public and currently operates Monday-Friday, 7 a.m. to 4 p.m. All residents including mobility device users, must schedule at least 24 hours in advance. Fares range from \$1.00 to \$6.00 per one-way trip. No service or fare changes are planned for FY2025.

Copies of detailed budgets, and service description may be obtained via [www.co.cullman.al.us](http://www.co.cullman.al.us), email request [jechois@co.cullman.al.us](mailto:jechois@co.cullman.al.us) and/or at CARTS 1950 Beech Avenue SE Cullman.

This grant funding will provide federal financial assistance for Administration, Operational and Capital Expenses. Capital funding will be used to purchase 7 transit vehicles with mobility device securements.

A public hearing will be held on July 16th at 6:00pm in Room 104 at the Cullman County Courthouse, 500 2nd Avenue SW for public comment. If there are questions or comments or if information is needed in another language or alternative format, contact:

Joyce J Echols  
Transit Director  
Cullman Area Rural  
Transportation System  
(256)734-1246  
[jechois@co.cullman.al.us](mailto:jechois@co.cullman.al.us)

Cullman Area Rural Transportation System does not discriminate against any individual on the basis of race, color, or national origin.

The Cullman Times  
June 4, 2024

Resolution #2024-34

Recreational Trails Program Grant

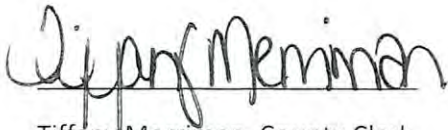
**WHEREAS**, the Cullman County Commission is eligible to submit an application for funding through the Alabama Department of Community and Economic Development (ADECA) for a Recreational Trails Program grant.

**WHEREAS**, the Cullman County Commission's grant application will be for approximately \$1,000,000.00 for cabins, storage facility and equipment at Stony Lonesome OHV Park.

**WHEREAS**, Chairman Jeff Clemons is hereby authorized and directed to submit said grant on behalf of the Cullman County Commission and sign and any and all documents relating to this grant application.

Passed, adopted, and approved the 16<sup>th</sup> day of July, 2024.

ATTEST:



Tiffany Merriman, County Clerk



Jeff Clemons, Chairman





# FY Cullman County Rebuild Alabama Contractor Report

Cullman County



Pursuant to Section 9a of the Rebuild Alabama Act, the Cullman County Commission submits the following list of contractors that were awarded projects utilizing Rebuild Alabama Funds for the above stated fiscal year.

Signed: Jeff Clemons

Date: 7/16/24

Chairman, Jeff Clemons County Commission

Project No.	Road Name/ Number	Description of Work	Contractor Awarded Work	County Rebuild Alabama Funds, Federal Aid Exchange Funds or both
CCP 22-40-24	CR 783	Resurfacing and Traffic Striping/Marking from Al Hwy 91 to US 278	Annual County Bid	FAEF/CRAF
CCP 22-41-24	CR 1224	Widening, Resurfacing and Traffic Striping/Marking from US 157 to CR 1212	County Forces	CRAF
CCP 22-42-24	CR 1670	Resurfacing and Traffic Striping/Marking from Hwy 69 to Duck River Reservoir	Annual County Bid	RAF
CPP 22-25-22	CR 1763	Construction of New Bridge over Tibb Creek	County Forces	RAF



**SURPLUS FEDERAL REAL PROPERTY PUBLIC BENEFIT CONVEYANCE  
PROGRAM APPLICATION AND GUIDANCE FOR FEDERAL EMERGENCY  
MANAGEMENT RESPONSE AND FIRE AND RESCUE USE**

**ELIGIBILITY**

The fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Federated States of Micronesia, the Marshall Islands, Palau, and the Northern Mariana Islands.

**DEADLINE**

The completed application is due within 60 days of the announcement date on the NOTICE OF SURPLUS DETERMINATION (or within 30 days of the expiration date of the NOTICE OF SURPLUS DETERMINATION).

**CONTACT INFORMATION**

PBC Coordinator  
Federal Emergency Management Agency  
Installations & Infrastructure - Real Property  
Suite 100, 400 C Street, SW, Washington, DC 20472  
202-212-3631 (office)  
[PBC-BRAC-Coordinator@fema.dhs.gov](mailto:PBC-BRAC-Coordinator@fema.dhs.gov)

**SURPLUS FEDERAL REAL PROPERTY PUBLIC BENEFIT CONVEYANCE (PBC)  
AND BASE REALIGNMENT AND CLOSURE (BRAC) PROGRAMS**

**BACKGROUND**

Excess Federal Real property is defined as property that is no longer mission critical to the needs of the Federal government. The conveyance and disposal of excess real property is governed by the Federal Property and Administrative Services Act of 1949 (Property Act) as amended, 40 U.S.C. 541, et. seq., and applicable regulations (Title 40 U.S.C. 553 and 41 C.F.R. parts 102-75.750 through 102-75.815). Under the sponsorship of Federal Emergency Management Agency (FEMA), the Act gives the Administrator of the General Services Administration (GSA) authority to convey Federal real and related personal property (without monetary consideration) to units of State and local government for emergency management response purposes, including fire and rescue services.

**PBC** - GSA and other Federal and local government land holding agencies are tasked with regularly surveying government-owned properties to determine if properties are being fully utilized, under utilized, or not put to best use. GSA reviews the resulting reports and makes a determination as to the availability of these properties. If available, GSA categorizes them as excess and the properties are offered to other Federal government agencies for acquisition\*. If no other Federal agency expresses an interest in the excess properties, the properties are then deemed surplus and are offered to State and local government agencies for acquisition via negotiated sale or through the vehicle known as *public benefit conveyance (PBC)*. GSA will determine the appropriate program for which the properties are best suited and will inform the proper sponsoring agency of availabilities. GSA is responsible for enforcing compliance with the terms and conditions of disposals of property to be used for emergency management response purposes.

**BRAC** - Under the Department of Defense Base Realignment And Closure (BRAC) Act of 1990, PBC sponsoring agencies, such as FEMA, work under the auspices of the Office of Economic Adjustment (OEA) and in conjunction with Local Redevelopment Authorities (LRA) to efficiently utilize military base locations that have been approved for public use\*. The LRA is responsible for developing a reuse plan that appropriately balances the needs of the various communities affected by these modifications. OEA manages and directs the Defense Economic Adjustment Program and coordinates the involvement of other federal agencies and Local Redevelopment Authorities in assisting communities that may be adversely impacted by such program changes. While GSA assumes primary administration responsibilities for BRAC properties, final disposition rests solely with DoD.

**FEMA**

FEMA reviews all applications to make recommendations to the GSA Administrator or the Secretary for Defense, as to whether: (1) the use proposed by the state or unit of local government meets the requirements of the statute; and/or (2) the environmental impact of the proposed transfer has been properly assessed under the National Environmental Policy Act (NEPA).

FEMA is also responsible for providing interested parties with an application kit, which requests relevant information so that FEMA can determine if the proposed use is appropriate and in compliance with applicable Federal laws.

*\*In 1987, Congress enacted the Stewart B. McKinney Homeless Assistance Act. Title V of this Act made serving the homeless the first priority for use of all surplus Federal properties, including military installations. The Department of Housing and Urban Development (HUD) reviews all LRA plans to determine compliance with the statute.*



## DISCLAIMER

Please note under 40 U.S.C. 553, the GSA Administrator and/or the Secretary for Defense has final approval authority with respect to any and all surplus property conveyances.

## ELIGIBILITY

The fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Federated States of Micronesia, the Marshall Islands, Palau, and the Northern Mariana Islands, or any political subdivision or instrumentality thereof, may authorize applications for conveyance of surplus real property for correctional facility, law enforcement or emergency management response purposes.

## STIPULATIONS AND COMPLIANCE

The deed of conveyance for each and every Program surplus property, stipulates that all of the subject property must always be used and maintained for the purpose(s) set forth in the Program application. Periodic inspections of properties will be made by GSA and FEMA to ensure continuing compliance with the terms and conditions of the conveyance. Recipients can suffer hardship and financial loss when properties revert back to Federal ownership for noncompliance. For example, if a facility is constructed on property conveyed for Federal emergency management response use, and is later found, instead, as being used for mental health facility purposes, the recipient would be deemed in non-compliance and the property would be subject to reversion to the Federal Government. Recipients must coordinate any proposed deviation, however minor, with FEMA and GSA. Recipients must also file an annual self-certification with their respective regional GSA representatives stating that their current program of use is consistent with those identified in the application.

## NON-DISCRIMINATION CLAUSE

Section 102-75.360: The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, disability, age, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon.

## INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

To foster intergovernmental partnerships between the States and their local governments, your intent to apply for excess Federal property must be communicated to your State's Single Point of Contact (SPOC) for review as per Executive Order 12372: <https://www.fws.gov/policy/library/rgeo12372.pdf>.

## APPLICATION

Please complete and sign the attached application and submit with required attachments via e-mail to: [PBC-BRAC-Coordinator@fema.dhs.gov](mailto:PBC-BRAC-Coordinator@fema.dhs.gov)

**Mail:** Suite 100, 400 C Street, SW, Washington, DC 20472

## PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 4.5 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC, 20472, Paperwork Reduction Project (1660-0080). NOTE: Send completed form to Federal Emergency Management Agency, Installations & Infrastructure Division - Real Property, 400 C Street SW, Suite 100, Washington DC 20472.

## PRIVACY NOTICE

**AUTHORITY:** FEMA collects, uses, maintains, retrieves, and disseminates the records in this system under the authority of the Federal Property and Administrative Services Act of 1949 (Property Act) as amended, and 40 U.S.C. §§ 541,553, and 41 C.F.R. 102-75.750-102-75.815.

**PRINCIPAL PURPOSES:** This information is being collected for the primary purpose of processing applications for Public Benefit Conveyance (PBC) and Base Realignment and Closure (BRAC) programs whereby state, local or tribal governments may acquire federal surplus property for emergency management purposes at no cost.

**USES:** The information on this form will be used by FEMA for the purpose described above and will be shared with the General Services Administration (GSA) and the applicant. FEMA will retain these records for 3 years, but longer retention is authorized if required for business use; pursuant to the General Records Schedule 5-4, item 40.

**CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to process applications for excess real property.



SECTION I - APPLICANT INFORMATION				
1. STATE, LOCAL, OR TRIBAL GOVERNMENT NAME Alabama		2. ORGANIZATION Cullman County Emergency Mangement Agency		
3. ADDRESS P.O. Box 924		4. COUNTY Cullman	5. CITY Cullman	7. ZIP CODE 35056
6. STATE Al		9. NAME OF PRINCIPAL POINT OF CONTACT Tim Sartin		
8. CONGRESSIONAL DISTRICT(S) 4th		11. EMAIL ADDRESS tsartin@co.culman.al.us		
10. TELEPHONE NUMBER 2567395410				
SECTION II - ACQUISITION AUTHORITY				
1. IDENTIFY THE STATE AND LOCAL GOVERNMENT AGENCY THAT IS AUTHORIZED BY LAW TO ENTER INTO CONTRACTS WITH THE FEDERAL GOVERNMENT FOR THE CONVEYANCE OF REAL PROPERTY. (Please provide a copy of the State enabling legislation and cite the actual paragraph or portion of the legislation that establishes that authority) Cullman County Commission				
2. IF THE ABOVE-AUTHORIZED AGENCY IS NOT THE APPLICANT AGENCY, PROVIDE WRITTEN DELEGATION FROM THE AUTHORIZED AGENCY TO PROCURE THE REQUESTED PROPERTY.				
3. ACQUISITION AUTHORITY: Name, title, address, telephone number, and email address of official with legal authority to enter into contracts with the federal government.				
3a. NAME/TITLE Jeff Clemons		3b. ADDRESS (Include city, state, and zip code) 500 2nd Ave SW Cullman Al 35055 ROOM 105		
3c. TELEPHONE NUMBER 2567754886		3d. EMAIL ADDRESS jclemons@co.cullman.al.us		
SECTION III - PROPERTY INFORMATION				
1. PROPERTY IDENTIFICATION* (Name, city, county, and state) Alabama Emergency Mangement Agency Warehouse in C		2. GSA NUMBER (if applicable) OR BASE REALIGNMENT ID NO.		
3a. DATE APPLICANT NOTIFIED GSA OR LOCAL REDEVELOPMENT AUTHORITY (LRA) OF INTEREST (Please attach notice) 08-14-2023		3b. DATE APPLICANT NOTIFIED FEMA (Please attach notice) July 2024	3c. DATE PROPERTY WILL BE AVILABLE FOR CONVEYANCE when transfered	
4. DESCRIPTION OF PROPERTY (Attach separate sheet, as necessary) a. Provide a legal description of the subject property and identify all buildings, structures, and current use. Attach metes and bounds survey with aerial photos. Mark property area to be conveyed. b. Identify the property's current zoning classification. c. Attach or itemize all inventories (personal property) to be conveyed as described in Notice of Availability. 7.7 AC- BEG INT S ROW 23RD & W ROW INDUSTRIAL DR, TH W 709, S 475, E 709, TH 475 TO POB, BEING A PART OF TRACT 6 OF THE CULLMAN INDUSTRIAL PARK PB 6/133. 704 23RD STREET SW CULLMAN AL 35055 NO PERSONAL PROPTERY WILL BE CONVEYED OTHER THAN THE WAREHOUSE AND LAND ATTACHED TO IT.				
*Attach copy of Determination of Surplus Announcement or BRAC announcement.				



**SECTION III - PROPERTY INFORMATION (continued)**

**5. ASSIGNED FEDERAL GSA OR OEA PROPERTY SPECIALIST**

5a. NAME

Joseph Crenshaw

5b. REGIONAL OFFICE LOCATION

Southeast Sunbelt Region 4

5c. TELEPHONE NUMBER

813-541-73

5d. EMAIL ADDRESS

joseph.crenshaw@gsa.gov

*If you are seeking a determination for property under the Base Realignment and Closure (BRAC) program, please complete items #6 and #7.*

**6. BRAC ONLY:** APPLICANT'S LOCAL REDEVELOPMENT AUTHORITY (Recognized LRA name, address, telephone, & contact person; please attach copy of final LRA Plan)

**7. BRAC ONLY:** DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) DETERMINATION (Please attach letter)

**SECTION IV - PROJECT INFORMATION**

**1. PROJECT TITLE**

Cullman County Emergency Management Agency Warehouse

**2. PROPOSAL:** PROVIDE A DETAILED DESCRIPTION OF THE APPLICANT'S PROJECT AND INCLUDE THE FOLLOWING INFORMATION

- a. Describe the applicant's mission, problems to be addressed, and how it will benefit from the proposed PBC.
- b. Describe the activities to be conducted (e.g., training), the population the PBC will serve, and the anticipated benefits to that population
- c. Federal Emergency Management Response and Fire and Rescue Renovation: Describe the State, local or national authority standards or guidelines that will be met in designing, renovating, and operating an emergency management facility and the process and procedural requirements that must be met to assure compliance. Provide detailed description of design, type, and size of structure and interior floor plans.
- d. Provide a schedule for accomplishing renovation/construction and implementing activities after conveyance.

**SECTION V - BUDGET**

- a. Provide an estimate of the total funds needed to renovate, furnish, and/or remodel requested property or to construct on requested property and the projected cost to maintain it. (Include monthly upkeep, maintenance, utilities, landscaping, telephone, Internet, etc.)
- b. Give source of funds, process to obtain the funds, and projected date of availability of funds.
- c. Provide a timetable for acquiring funds and maintaining funding to sustain requested property.

**SECTION VI - INTERGOVERNMENTAL REVIEW**

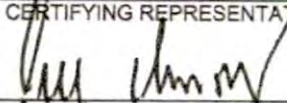
- a. **Applicable.** Attach a copy of the cover letter addressed to the applicant's State Single Point of Contact (SPOC) for review.
- b. **State Single Point of Contact.** Attach response from SPOC to above notification.
- c. **Not Applicable.** Applicant's State does not require an Intergovernmental Review.

**SECTION VII - ENVIRONMENTAL IMPACT**

**NATIONAL ENVIRONMENTAL POLICY ACT:** All applicants for surplus property for corrections facility, emergency management, or law enforcement purposes or use must complete the attached environmental questionnaire to comply with Title 41 C.F.R. part 102-75.785(d) which states in part: "Any determination that DOJ or FEMA submits to the disposal agency must provide complete information concerning the correctional facility, law enforcement, or emergency management response use, including:... (d) The environmental impact of the proposed correctional facility, law enforcement, or emergency management response use." Please complete the attached Environmental Questionnaire. GSA will consult with the State Historic Preservation Officer, if required.

**SECTION VIII - CERTIFICATIONS**

1. **Equal Employment Opportunity:** Applicant agrees that for receiving federal surplus real property, it will not discriminate upon the basis of race, color, national origin, sex, age, disability, or religion in the use, occupancy, or lease of the property for the period during which the real property is used for the purpose under which the federal financial assistance is extended.
2. **Perpetual Use:** Applicant understands that the property transfer is pursuant to 40 U.S.C. 553, and agrees that the property will be used and maintained for Federal emergency management response purposes in perpetuity and that in the event the property ceases to be used or maintained for the purposes for which the property was conveyed, all or any portion of the property shall in its then existing condition at the option of the grantor, revert to the grantor.
3. **Application Certification:** I certify that to the best of my knowledge, the information provided in this application is true and correct and the application has been duly authorized by the governing body of the applicant.

TITLE Chairman of Cullman Count Commission	PRINTED NAME Jeff Clemons
CERTIFYING REPRESENTATIVE SIGNATURE 	DATE 7/16/24



**APPLICATION FOR FEDERAL SURPLUS PROPERTY PUBLIC BENEFIT CONVEYANCE (PBC)**  
**SECTION VII - ENVIRONMENTAL QUESTIONNAIRE**

**PROPERTY:** Alabama Emergency Mangement Agency Warehouse in Cullman  
**ADDRESS:** 1096 23rd St  
**CITY, STATE, AND ZIP CODE:** Cullman, Al 35055

*Provide a narrative explanation of the probable environmental effects of the proposed program of use on the particular property and its surrounding community, both in the short and long term, based on the following criteria. Attach separate sheet, as necessary.*

1. Please describe the specific property that will be directly affected in terms of its current use and proposed use. If the land is in a natural state, please provide a brief description with respect to plant and animal life.

2. Describe the surrounding area. Is it primarily residential, industrial, agricultural, etc.? Is the property in a rural, urban, or suburban area? Has the area been formally zoned for specific uses? Please provide a map of the immediate area covering approximately one square mile.

The warehouse is in an industrial area. It has a Walmart Distribution Center directly across from it. There are several

3. Broadly and briefly discuss the geography of the area, wildlife, water and air quality, area population, and potential users of the service to be provided, the economy of the area, any current environmental concerns, and historic and cultural resources.

This is a warehouse and a open field beside it. The warehouse will store proptery and the field will possbile have a

4. If the proposed action is in a floodplain or affects a floodplain, please list all pertinent restrictions (with citations) on land use under Federal, State, and local laws and regulations, and any actions the Applicant proposes to mitigate foreseeable adverse effects.

n/a

5. Will the proposed action directly or indirectly affect a wetland? Please list any pertinent Federal, State, and local wetland regulations and any actions the Applicant proposes to mitigate foreseeable adverse effects.

no

6. Will the proposed action have a direct or indirect effect on any Federally-listed or State-listed endangered species? If so, please describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.

no

7. Is it reasonably foreseeable that the proposed activity will have a direct or indirect effect on natural resources, land uses, or water uses in the coastal zone? If so, describe how the Applicant will comply with the State's enforceable and mandatory coastal zone policies. Please describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.

no

8. Approximately how many vehicles will be introduced into the area on a daily basis as a result of the operation of the facility? Will there be any identifiable increased traffic in the surrounding area as a result of the proposed use of the property?

2

9. How much water will the Applicant use on the property in a normal day? What system will provide the water (name and address of system)? Will the sewage be handled by a sewage treatment facility? If so, please provide the name and address of the system.

5 gallons

10. Will the proposed use of the property likely result in the use, storage, release and/or disposal of toxic, hazardous, or radioactive materials, or in the exposure of people to those materials? If so, please describe these proposed activities and under what authority they will be regulated.


no

11. Will the proposed use of the property affect historic, cultural, or archaeological resources that exist either on the property or in the vicinity of the property? Please describe any actions the Applicant proposes to mitigate any adverse effects on, or access to, historic, cultural, or archaeological resources resulting from the proposed use. Please describe any plans for preservation or mitigation of foreseeable adverse effects the Applicant proposes for such resources existing on the subject property.

no

12. Will the proposed use of the property require a variance from any Federal, Tribal, State, or local laws pertaining to any of the following: land, air, or water pollution; the visual environment; odors; public health; or noise? If so, please specify, and describe any impacts as well as any actions the Applicant proposes in order to mitigate foreseeable adverse effects.

no

<b>Name of Preparer:</b> Tim Sartin	<b>Preparer's Contact Information (including mailing address, telephone number, fax, and email address):</b> P.O. Box 924 Cullman, AL 35056 256-739-5410 office
<b>Qualifications of Preparer:</b> Director of Cullman County Emergency Mangement Agenc	
<b>Signature of Certifying Official:</b> 	<b>Date:</b> 7-16-2024
<b>Title:</b> Cullman County EMA Director	<b>Agency:</b> CEMA





301 James Record Road Building 200, Suite 100  
Huntsville, AL, 35824  
Phone: (205) 747-4000  
Service Contact: (800) 229-4178

June 26,2024

CULLMAN COUNTY COMMISSION  
500 2ND AVE SW RM 105  
CULLMAN, AL, 35055

**Project Name:**trane

**Site Name:**CULLMAN COUNTY DETENTION CENTER

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane’s Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

**Equipment List:**

Equipment	Model Number	Serial Number
trane	OAND540A4	OA284085-14-1

**Scope of Service:**

replace blower motor on and ERV motor on KCC unit.

**Total Price:** ..... \$ **13,480.00**

[Response Link](#)

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours unless stated.
- 4. Travel time is not included unless stated.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,  
Derek Arrington  
Trane Service Technician  
Derek.Arrington@tranetechnologies.com

**This proposal is valid 30 days from June 26,2024. This agreement is subject to Customer’s acceptance of the attached Trane USA Services Terms and Conditions.**



## TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

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

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;



(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

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

**14. Limitation of Liability.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**15. CONTAMINANTS LIABILITY**

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



**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

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

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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

**21. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and



(5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)  
Supersedes 1-10.48 (0720)





Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

**Quotation # Q-524786**

Date: June 17, 2024

Customer # 315805 Contract #

County of Cullman  
 Appraisal Dept  
 500 2nd Ave Sw  
 Cullman, AL 35055-4109

ATTENTION: Barry Willingham  
 PHONE: (256) 775 4862  
 EMAIL: bwillingham@co.cullman.al.us

*To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 6/17/2024 To: 12/14/2024*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$175,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$175,500.00</b>

Upon acceptance of the offer, County of Cullman agrees to commit to the three-year term. Esri will invoice County of Cullman for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Tyler Nuttall	<b>Email:</b> tnuttall@esri.com	<b>Phone:</b> (909) 793-2853 x5410
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

NUTTALLT

**This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS  
Schematics, ArcGIS Workflow Manager, ArcGIS Data  
Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
250 ArcGIS Online Viewers  
250 ArcGIS Online Creators  
37,500 ArcGIS Online Service Credits  
250 ArcGIS Enterprise Creators  
5 ArcGIS Insights in ArcGIS Enterprise  
5 ArcGIS Insights in ArcGIS Online  
50 ArcGIS Location Sharing User Type Extension (Enterprise)  
50 ArcGIS Location Sharing User Type Extension (Online)  
12 ArcGIS Advanced Editing User Type Extension (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee



Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)  
By: Jeff Clemmons  
Authorized Signature  
Printed Name: Jeff "Clem" Clemons  
Title: Chairman  
Date: 7/16/24

CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Postal Code: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Country: \_\_\_\_\_  
Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-



owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

##### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

##### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
  - c. Esri's federal ID number is 95-2775-732.
  - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
  - b. The following information will be included in each Ordering Document:
    - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
    - (2) Order number
    - (3) Applicable annual payment due



## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**2024 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191**

**CONTRACT NUMBER:** MA220000003128-15 **CONTRACT AMOUNT:** \$42,810

**INCLUDES:** 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

**EQUIPMENT GROUP OPTIONS**

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	\$ 42,810	<input checked="" type="checkbox"/>
W1L	103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	\$ 1,000	<input checked="" type="checkbox"/>
W2L	200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires, Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster, Color-Coordinated Carpet Mats	\$ 4,503	<input type="checkbox"/>
W2L	201A STX - FX4 Equipment Group: STX w/ 18" Black Aluminum Wheels, LT265/70R18C All Terrain Tires, E-Locking Rear Axle, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Skid Plates: Fuel Tank, Transfer Case, & Front Diff, Dual Exhaust w/ Black Tips.	\$ 6,487	<input type="checkbox"/>
W3L	301A XLT Equipment Group: 18" Chrome-Like PVD Wheels, 275/65R18 BSW All Terrain Tires, Chrome w/ Body-Color Fascia Front Bumper, Chrome Rear Bumper, Chrome Door & Tailgate Handles, Black Painted Mesh w/ Chrome Center Bar Grill, Chrome Single Tip Exhaust, 6" Chrome Running Boards 8-Way Power Driver's Seat, Dual Zone Automatic Temp Control, SecuriCode Keyless Entry Keypad, 360 Degree Camera, Pro Trailer Backup Assist, & Pro Trailer Hitch Assist	\$ 7,079	<input type="checkbox"/>
W3L	302A XLT Equipment Group: XLT 301A Equipment Plus: Adaptive Cruise Control, Heated Front Seats, Remote Start System w/ Remote Tailgate Release, Intelligent Access w/ Push Button Start, High Intensity LED Security Approach Lamps, LED Sideview Mirror Spotlights, & Power Sliding Rear Window	\$ 9,792	<input type="checkbox"/>

**EXTERIOR COLOR OPTIONS:**

YZ Oxford White	<input checked="" type="checkbox"/>	HX Anitmatter Blue	<input type="checkbox"/>	B1 School Bus Yellow (\$660)	<input type="checkbox"/>
UM Agate Black	<input checked="" type="checkbox"/>	B3 Atlas Blue	<input type="checkbox"/>	AT Yellow (\$660)	<input type="checkbox"/>
JS Iconic Silver	<input checked="" type="checkbox"/>	GR Green (\$660)	<input type="checkbox"/>	E4 Vermillion Red (\$660)	<input type="checkbox"/>
M7 Carbonized Gray	<input type="checkbox"/>	MB Orange (\$660)	<input type="checkbox"/>	D4 Rapid Red Tinted (\$495)	<input type="checkbox"/>

XLT Only

**INTERIOR OPTIONS:**

AS Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC	<input type="checkbox"/>
CS Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	<input checked="" type="checkbox"/>
DB Unique Sport Cloth 40/Console/40 - Black	NC	<input type="checkbox"/>
8B Unique Sport Cloth 40/Console/40 - Black/Bronze	NC	<input type="checkbox"/>
MS Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	<input type="checkbox"/>
6B Cloth 40/ 20 /40 - Black	NC	<input type="checkbox"/>
US Cloth 40/Console/40 - Medium Dark Slate Gray	NC	<input type="checkbox"/>
7B Cloth 40/Console/40 - Black	NC	<input type="checkbox"/>

(Only Choice for STX 200A)  
 (Only Choice for STX FX4 201A)  
 (XLT Only)  
 (XLT Only)  
 (XLT Only)  
 (XLT Only)

**DRIVE TRAIN OPTIONS:**

99P 2.7L V6 EcoBoost Engine	NC	<input checked="" type="checkbox"/>
X19 3.55 Regular Axle	NC	<input type="checkbox"/>
XL9 3.55 Electronic Locking Axle - STANDARD AXLE ON STX FX4 201A PKG	\$ 470	<input type="checkbox"/>
998 3.5L V6 EcoBoost Engine - REQUIRES 53T TOW/Haul PKG - 3.5L NOT AVAILABLE W/ STX 200A & 201A	\$ 1,660	<input type="checkbox"/>
XL9 3.55 Electronic Locking Axle	NC	<input type="checkbox"/>
995 5.0L V8 Engine	\$ 1,370	<input type="checkbox"/>
X27 3.31 Regular Axle	NC	<input type="checkbox"/>
XL3 3.31 Electronic Locking Axle	\$ 470	<input type="checkbox"/>
XL6 3.73 Electronic Locking Axle	\$ 570	<input type="checkbox"/>



Cullman County Commission  
Cullman, Alabama

Clear Form

Upon completion, submit this form to Shane Bailey in the Commission Office

Date: 11 JULY 2024

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

Declare Surplus: X Transfer to other County Entity: \_\_\_\_\_

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

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


Asset #: \_\_\_\_\_ Property Decal #: 0000001978

Serial # or VIN: 3C4NJDAB4KT749934 Tag # 55761CO

Description: 2019 Jeep Compass (Green)

Reason for disposal: Unreliable for daily field use

Department: Reappraisal

Department Head Signature: 

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

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

For Office Use: Verified: \_\_\_\_\_ Date: \_\_\_\_\_

**PHILIP WIDNER, P.E.**  
County Engineer  
pwidner@co.cullman.al.us



**JON BRUNNER, P.E.**  
Assistant Engineer  
jbrunner@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

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

June 25, 2024

### **Proposed considerations for upcoming Commission meeting on July 16, 2024.**

- Proposed plat North Vinemont Subdivision. A minor subdivision containing 9 Lots in Commission District 1. Subdivision is located on County Road 1371, one mile north of Vinemont airport.



**PHILIP WIDNER, P.E.**  
County Engineer  
pwidner@co.cullman.al.us



**JON BRUNNER, P.E.**  
Assistant Engineer  
jbrunner@co.cullman.al.us

## **Cullman County Engineering Department**

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

July 1, 2024

### **Proposed considerations for upcoming Commission meeting on July 16, 2024.**

- Proposed plat Indian Springs Subdivision. A minor subdivision containing 5 Lots in Commission District 1. The subdivision is located on County Road 1367, 1 mile north of Vinemont airport.

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, July 10, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for lawn care and maintenance at various county locations. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

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

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

TOTAL LAWN CARE & MAINTENANCE FOR ONE YEAR: \$ 56,680.00

SUBMITTED BY:

3-21 Vegetation Control  
Name of Bidding Company

P.O. Box 236  
Business Address

Vinemont AL 35179  
City, State, Zip

256-50-1245  
Telephone, Area Code & Number

\_\_\_\_\_  
Fax Number

Jeremy Miller  
Name of Authorized Representative  
(PLEASE PRINT)

[Signature]  
Signature of Authorized Representative



INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Wednesday, July 10, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for lawn care and maintenance at various county locations. At this time sealed bids will be publicly opened and read aloud.

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

All bids must comply with State of Alabama bid requirements.

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

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

TOTAL LAWN CARE & MAINTENANCE FOR ONE YEAR: \$ 48,000

SUBMITTED BY:

Pro Lawn  
Name of Bidding Company

4627 Co Rd 1719  
Business Address

Holly Pond AL 35083  
City, State, Zip

256-679-6238  
Telephone, Area Code & Number

None  
Fax Number

Tommy McWhorter  
Name of Authorized Representative  
(PLEASE PRINT)

[Signature]  
Signature of Authorized Representative

Alabama Dept. of  
Agriculture  
Permit # 2001477  
OTPS  
Pesticide Management

Cullman Annual Business License  
# 54557

**SCOPE OF WORK:**

- \*Spraying of a Pre-emergent in planted beds and lawn.
- \*Fertilizing of plant and sod as needed.
- \*Mulching, with pine straw twice a year. Weeding of planted beds as needed.
- \* Continued weed control of sod as needed.
- \*Mowing, weed eating and weed control of grounds.
- \*Weekly service March-September, biweekly service October -February.
- \*Fall and winter grounds clean up with blower or vacuum.
- \*Trimming and maintenance of all shrubbery and ornamental trees.
- \*Clean up of all grass clipping, mulch and leaves.
- \*Application of Pesticides and Herbicides on lawn and planted beds as needed.

**CONTRACTOR REQUIREMENTS:**

Contractor shall consider these specifications to be the minimum standards to be met in the terms of this bid.

Contractor must be licensed, bonded, provide proof of commercial herbicide application license, provide proof of commercial pesticide application license, provide proof of liability insurance, and workman's compensation insurance (if applicable). Commercial herbicide and pesticide license must be in bidding company's name and must be included with bid documents. Obtain any required permits and follow all ordinances pertaining to the work.

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

Contractor must provide lawn care to all locations listed.

Contractors are encouraged to view all listed locations before submitting a bid.



**LOCATION**

**SERVICE ADDRESS**

**Cullman County Courthouse:**

**500 2<sup>nd</sup> Ave SW, Cullman**

*This location includes lawn and bed areas surrounding courthouse, all green areas bordering sidewalks.*

*Entire block adjacent to the southern side of courthouse, to be mowed, and weeds controlled.*

**Cullman County Office Building:**

**402 Arnold Street, Cullman**

**Cullman County Economic Development:**

**325 2<sup>nd</sup> St., SE, Cullman**

**Department of Human Resources:**

**1220 St. Joseph St., Cullman**

*This location includes lot which is adjacent to building.*

**Commission on Aging:**

**1539 Sportsman Lake Rd., Cullman**

*This location includes the adjacent lot where the old rescue squad building is located.*

**Colony Senior Center:**

**12980 Alabama Hy. 91, Hanceville**

**New Canaan Community Center:**

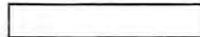
**2506 Hwy 231, Arab**

**Cullman County Annex/  
Court Referral, Safety Dept:**

**2051 2<sup>nd</sup> Ave. SW, Cullman**

Bid# 1467

	Wiregrass	Vulcan (Lacon)	Vulcan (Summit)	CA Lanford
ALDOT #2 Crushed Limestone	18.00	23.00	19.65	24.00
ALDOT #4	18.00	23.00	No Bid	23.00
ALDOT #5 (Washed)	19.00	23.00	19.90	23.00
ALDOT #57	17.50	23.00	20.05	23.00
ALDOT #6 (Washed)	19.00	23.00	No Bid	24.00
ALDOT #67	17.50	23.00	20.30	25.00
ALDOT #7 or #78 (Washed)	19.50	25.50	20.55	27.00
ALDOT #8 (Washed)	20.00	No Bid	20.90	29.00
ALDOT #810 OR #8910	12.50	11.00	19.90	25.00
ALDOT #89	19.50	No Bid	20.90	20.00
ALDOT #10	20.00	No Bid	No Bid	22.00
3/4" Crusher Run	15.50	17.25	19.05	20.00
1" Crusher Run	15.50	17.25	19.05	20.00
1 1/4" Crusher Run	15.50	No Bid	19.05	22.00
1 1/2" Crusher Run	15.50	17.25	19.05	20.00
Cusher Agg Base, Type B	15.50	17.50	19.15	22.00
Rip Rap I & II	20.50	24.75	21.50	19.00
Rip Rap III & IV	21.50	27.00	25.50	25.00
Rip Rap Quarry Run	17.50	20.75	19.75	18.00
Commerical Screening AGG	15.50	11.00	No Bid	No Bid





INVITATION TO BIDDERS

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

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

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

Any questions regarding this bid should be directed to Philip Widner, County Engineer, 256-796-1336.

COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 AS AMENDED BY ACT 2012-491)

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

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

Wiregrass Construction Company Inc  
Company

205-242-8669  
Phone/Fax

110 Office Park Drive Suite 300 | Birmingham Al 35223  
Mailing Address

Bryan Langdon  
Representative (Please Print)

  
Representative Signature

**BID PROPOSAL FOR COMMERCIAL AGGREGATE**

<u>ITEM</u>	<u>BID PRICE</u> <u>F.O.B. QUARRY</u>
ALDOT #2 Crushed Limestone	\$ 18.00 price per ton
ALDOT #4	\$ 18.00 price per ton
ALDOT #5 (Washed)	\$ 19.00 price per ton
ALDOT #57	\$ 17.50 price per ton
ALDOT #6 (Washed)	\$ 19.00 price per ton
ALDOT #67	\$ 17.50 price per ton
ALDOT #7 or #78 (Washed)	\$ 19.50 price per ton
ALDOT #8 (Washed)	\$ 20.00 price per ton
ALDOT #810 or 8910	\$ 12.50 price per ton
ALDOT #89	\$ 19.50 price per ton
ALDOT #10	\$ 20.00 price per ton
3/4" Crusher Run	\$ 15.50 price per ton
1" Crusher Run	\$ 15.50 price per ton
1 1/4" Crusher Run	\$ 15.50 price per ton
1 1/2" Crusher Run	\$ 15.50 price per ton
Crushed Aggregate Base, Type "B"	\$ 15.50 price per ton
Rip-Rap, Class I & II	\$ 20.50 price per ton
Rip-Rap, Class III & IV	\$ 21.50 price per ton
Rip-Rap, Quarry Run, Ungraded	\$ 17.50 price per ton

Commercial Screenings Aggregate meeting the following gradation for percent passing:

#8	80-90%	
#16	55-65%	
#50	25-35%	
#100	15-25%	
#200	10-20%	\$ 15.50 price per ton

BMI-91 or equivalent test report(s) must be furnished upon request.

Cullman County reserves the right to jointly award the bid in a manner that affords the best value to Cullman County based off of transportation costs.



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

Vulcan Materials Co.  
Company

(256) 808-8285  
Phone/Fax

1200 Urban Center Dr  
Mailing Address

Todd Boyer  
Representative (Please Print)

Birmingham, AL. 35242

*[Signature]*  
Representative Signature

BID PROPOSAL FOR COMMERCIAL AGGREGATE

<u>ITEM</u>	<u>BID PRICE</u>
ALDOT #2 Crushed Limestone	F.O.B. QUARRY - <u>LALON</u> \$ <u>23.00</u> price per ton
ALDOT #4	\$ <u>23.00</u> price per ton
ALDOT #5 (Washed)	\$ <u>23.00</u> price per ton
ALDOT #57	\$ <u>23.00</u> price per ton
ALDOT #6 (Washed)	\$ <u>23.00</u> price per ton
ALDOT #67	\$ <u>23.00</u> price per ton
ALDOT #7 or #78 (Washed)	\$ <u>25.50</u> price per ton
ALDOT #8 (Washed)	\$ <u>No Bid</u> price per ton
ALDOT #810 or 8910	\$ <u>11.00</u> price per ton
ALDOT #89	\$ <u>No Bid</u> price per ton
ALDOT #10	\$ <u>No Bid</u> price per ton
¾" Crusher Run	\$ <u>17.25</u> price per ton
1" Crusher Run	\$ <u>17.25</u> price per ton
1 ¼" Crusher Run	\$ <u>No Bid</u> price per ton
1 ½" Crusher Run	\$ <u>17.25</u> price per ton
Crushed Aggregate Base, Type "B"	\$ <u>17.50</u> price per ton
Rip-Rap, Class I & II	\$ <u>24.75</u> price per ton
Rip-Rap, Class III & IV	\$ <u>27.00</u> price per ton
Rip-Rap, Quarry Run, Ungraded	\$ <u>20.75</u> price per ton

Commercial Screenings Aggregate meeting the following gradation for percent passing:

#8	80-90%	
#16	55-65%	
#50	25-35%	
#100	15-25%	
#200	10-20%	\$ <u>11.00</u> price per ton

BMT-91 or equivalent test report(s) must be furnished upon request.

Cullman County reserves the right to jointly award the bid in a manner that affords the best value to Cullman County based off of transportation costs.



**BID PROPOSAL FOR COMMERCIAL AGGREGATE**

<u>ITEM</u>	<u>BID PRICE</u> <u>F.O.B. QUARRY</u> - Summit
ALDOT #2 Crushed Limestone	\$ 19.85 price per ton
ALDOT #4	\$ NB price per ton
ALDOT #5 (Washed)	\$ 19.90 price per ton
ALDOT #57	\$ 20.05 price per ton
ALDOT #6 (Washed)	\$ NB price per ton
ALDOT #67	\$ 20.30 price per ton
ALDOT #7 or #78 (Washed)	\$ 20.55 price per ton
ALDOT #8 (Washed)	\$ 20.90 price per ton
ALDOT #810 or 8910	\$ 19.90 price per ton
ALDOT #89	\$ 20.90 price per ton
ALDOT #10	\$ NB price per ton
¾" Crusher Run	\$ 19.05 price per ton
1" Crusher Run	\$ 19.05 price per ton
1 ¼" Crusher Run	\$ 19.05 price per ton
1 ½" Crusher Run	\$ 19.05 price per ton
Crushed Aggregate Base, Type "B"	\$ 19.15 price per ton
Rip-Rap, Class I & II	\$ 21.50 price per ton
Rip-Rap, Class III & IV	\$ 25.50 price per ton
Rip-Rap, Quarry Run, Ungraded	\$ 19.75 price per ton

Commercial Screenings Aggregate meeting the following gradation for percent passing:

#8	80-90%	
#16	55-65%	
#50	25-35%	
#100	15-25%	
#200	10-20%	\$ N/B price per ton

BMT-91 or equivalent test report(s) must be furnished upon request.

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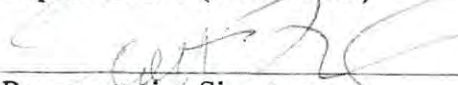
C.A. Langford Company, Inc.  
Company

256-582-5723/256-582-0529  
Phone/Fax

2120 Warrenton Road  
Mailing Address

Scott Langford  
Representative (Please Print)

Guntersville, AL 35976

  
Representative Signature



**BID PROPOSAL FOR COMMERCIAL AGGREGATE**

<u>ITEM</u>	<u>BID PRICE</u> <u>F.O.B. QUARRY</u>
ALDOT #2 Crushed Limestone	\$ 24.00 price per ton
ALDOT #4	\$ 23.00 price per ton
ALDOT #5 (Washed)	\$ 23.00 price per ton
ALDOT #57	\$ 23.00 price per ton
ALDOT #6 (Washed)	\$ 24.00 price per ton
ALDOT #67	\$ 25.00 price per ton
ALDOT #7 or #78 (Washed)	\$ 27.00 price per ton
ALDOT #8 (Washed)	\$ 29.00 price per ton
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¾" Crusher Run	\$ 20.00 price per ton
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1 ¼" Crusher Run	\$ 22.00 price per ton
1 ½" Crusher Run	\$ 20.00 price per ton
Crushed Aggregate Base, Type "B"	\$ 22.00 price per ton
Rip-Rap, Class I & II	\$ 19.00 price per ton
Rip-Rap, Class III & IV	\$ 25.00 price per ton
Rip-Rap, Quarry Run, Ungraded	\$ 18.00 price per ton

Commercial Screenings Aggregate meeting the following gradation for percent passing:

#8	80-90%
#16	55-65%
#50	25-35%
#100	15-25%
#200	10-20%

\$ NB price per ton

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