CULLMAN COUNTY COMMISSION AGENDA November 16, 2021

- 1. Call to order and welcome guests
- 2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
- Approve the minutes of the October 19, 2021 Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted
- 4. Public Comments/Updates

5. NEW BUSINESS

- A. Recognition: Jesse Cummings returning from 1-year of deployment
- B. Recognition: Adam Barefoot returning from 1-year of deployment
- C. Recognition: All Cullman County Employees who have served in any branch of Military
- D. Recognition: Emma Walker retiring after 17 years of service with the Sanitation Department
- E. Resolution 2022-03: Authorize Chairman Clemons to sign agreement between the State of Alabama and Cullman County Commission covering widening and resurfacing on County Road 1301 from SR-3(US-31) to County Road 1435-Project No. HRRR-2221(251)-County's portion is \$29,244.74
- F. Resolution 2022-04: Consider relocating Voting Precinct Crane Hill Fire Department, also known as Beat 12, to Crane Hill Fire Department Community Building
- G. Resolution 2022-05: Making speed limit to 20 mile per hour on County Road 1286
- H. Resolution 2022-06: Authorize Chairman Clemons to sign grant agreement to provide the matching share of \$275,413.38 or 43% of the total project cost for the Recreational Trails Program Project 21-RT-55-01(Stoney Lonesome OHV Park Trail Improvements)
- Resolution 2022-07: Authorize Chairman Clemons to sign grant agreement to provide the matching share of \$39,948.72 or 20% of the total project cost for the Recreational Trails Program Project 21-RT-55-02(Stoney Lonesome OHV Park Trail Improvements)
- J. Ratify Enterprise Agreement to change trucks from Dodge to Ford and increase agreement by \$9,528.00
- K. Ratify agreement with Bulldog Steel Structures to reflect change to Carolina Carports Inc. in the amount of \$39,144.15 for construction of metal building at Sportsman's Lake Park and authorize Chairman Clemons to sign all related paperwork
- L. Authorize Chairman Clemons to sign renewal for a 1-year term of lease agreement for Bates Building with Cullman Electric Co-op
- M. Authorize Chairman Clemons to reappoint Geoff McGukin to the Solid Waste Authority Board for a 4-year term to expire 11/20/25
- N. Authorize Commissioner Marchman to reappoint Jerry Smith to the Solid Waste Authority Board for a 4-year term to expire 11/20/24

- Authorize Chairman Clemons to sign agreement with Major League Fishing Tournaments in partnership with the City of Cullman and Cullman Area Chamber of Commerce and consider the County's appropriation of \$25,000
- P. Consider proposed Memorandum of Agreement to build a storage building on a portion of property leased by the Fair Association on March 15, 2010 and authorize Commission to sign
- Q. Consider approval of annual Harris Smartfusion invoice in the amount of \$19,108.17
- R. Consider awarding bid to A&S Electrical Contractors, Inc recommended by CDG Engineers & Associates, Inc for power backup on five storm shelters in the amount of \$56,500.00 and authorize Chairman Clemons to sign all related paperwork
- S. Consider changes to county's nepotism policy
- T. Award Bid # 1366: for complete reroofing project for county property located at 310 3rd Ave NE Cullman, AL 35055 to: Bond Construction, LLC in the amount of \$149,000
- U. Bid # 1367 for Traffic Signs: award to Traffic Signs
- V. Bid # 1368 for Traffic Striping: award to J.C. Cheek & Ozark Striping Company(Based on availability)
- W. Bid # 1369 for Corrugated Metal Pipe: award to Twin Oaks Environmental
- 6. The next Commission Work Session will be Tuesday, December 28, 2021, at 4:00 p.m. in the Commission Meeting Room
- 7. The next Commission Meeting will be Tuesday, December 28, 2021, at 6:00 p.m. in the Commission Meeting Room
- 8. Adjourn

CULLMAN COUNTY COMMISSION MEETING November 16, 2021

CALL TO ORDER AND WELCOME GUESTS

Chairman Clemons called the Meeting at 6:00 p.m.

CALL OF ROLL TO ESTABLISH QUORUM

Tiffany Merriman, County Clerk, called the roll; present were Chairman Jeff Clemons, Commissioner Kerry Watson, Commissioner Garry Marchman, County Administrator John Bullard, County Attorney Emily Johnston, and County Engineer Bryan Cheatwood. Larry Duke gave the invocation. Sheriff Matt Gentry led the Piedge of Allegiance.

APPROVE THE MINUTES OF THE OCTOBER 19, 2021 MEETING, APPROPRIATIONS, EXPENDITURES, PERSONNEL ACTIONS, PAYROLL, AND REQUISITIONS AND APPROVE ALL JOURNAL ENTRIES TO BE POSTED

Commissioner Watson made a motion to approve the minutes of the October 19, 2021 Meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted. Commissioner Marchman seconded. The motion passed on a unanimous voice vote.

PUBLIC COMMENTS/UPDATES

Chairman Clemons addressed the Commission and stated the Christmas lights ribbon-cutting at Sportsman Lake Park will be on November 19, 2021, at 5:00 p.m., and everyone is welcome.

NEW BUSINESS

Recognition: Jesse Cummings returning from 1-year of deployment

Commissioner Marchman made a motion to approve the Recognition: Jesse Cummings returning from 1year of deployment. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Recognition: Adam Barfoot returning from 1-year of deployment

Commissioner Watson made a motion to approve the Recognition: Adam Barefoot returning from 1-year of deployment. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Recognition: All Cullman County Employees who have served in any branch of Military

Commissioner Marchman made a motion to approve the Recognition: All Cullman County Employees who have served in any branch of Military. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Recognition: Emma Walker retiring after 17 years of service with the Sanitation Department

Human Resource Manager Judy Bradford read the certificate to Emma Walker. Commissioner Watson made a motion to approve the Recognition: Emma Walker retiring after 17 years of service with the Sanitation Department. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Resolution 2022-03: Authorize Chairman Clemons to sign agreement between the State of Alabama and Cullman County Commission covering widening and resurfacing on County Road 1301 from SR-3(US-31) to County Road 1435-Project No. HRRR-2221(251)-County's portion is \$29,244.74

County Engineer Bryan Cheatwood advised this agreement is for safety improvements on County Road 1301. Mr. Cheatwood recommends the approval of this Resolution. Commissioner Marchman made a motion to approve Resolution 2022-03: Authorize Chairman Clemons to sign agreement between the State of Alabama and Cullman County Commission covering widening and resurfacing on County Road 1301 from SR-3(US-31) to County Road 1435-Project No. HRRR-2221(251) County's portion is \$29,244.74. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Resolution 2022-04: Consider relocating Voting Precinct Crane Hill Fire Department, also known as Beat 12, to Crane Hill Fire Department Community Building

Probate Judge Tammy Brown addressed the Commission and stated on September 21, 2021, we were presented with a letter from the Fire Chief Brandon Williams and the Election Official Callie Garmon from Crane Hill Fire Department to move the voting location and rename it to the Crane Hill Fire Department Community Center. It will still be Beat 12. The precinct lines did not change. They feel it will be a better service for the voters. Commissioner Marchman made a motion to approve Resolution 2022-04: Consider relocating Voting Precinct Crane Hill Fire Department, also known as Beat 12, to Crane Hill Fire Department Community Building. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Resolution 2022-05: Making speed limit to 20 miles per hour on County Road 1286

County Engineer Bryan Cheatwood advised after review from our engineering staff; I do recommend the approval of the speed limit to 20 miles per hour on County Road 1286. Commissioner Watson made a motion to approve Resolution 2022-05; Making speed limit to 20 miles per hour on County Road 1286. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

Resolution 2022-06: Authorize Chairman Clemons to sign grant agreement to provide the matching share of \$275,413.38 or 43% of the total project cost for the Recreational Trails Program Project 21-RT-55-01(Stoney Lonesome OHV Park Trail Improvements)

Economic Director Bradley Williams stated this is the final resolution accepting financial assistance from ADECA. The 43% is the percent in-kind because we had to separate the grants. All the in-kind is under this one grant. This grant will be for the trail and bridges. Commissioner Watson made a motion to approve Resolution 2022-06: Authorize Chairman Clemons to sign grant agreement to provide the matching share of \$275,413.38 or 43% of the total project cost for the Recreational Trails Program Project 21-RT-55-01(Stoney Lonesome OHV Park Trail Improvements). Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Resolution 2022-07: Authorize Chairman Clemons to sign grant agreement to provide the matching share of \$39,948.72 or 20% of the total project cost for the Recreational Trails Program Project 21-RT-55-02(Stoney Lonesome OHV Park Trail Improvements)

Economic Director Bradley Williams advised this is the second part of the grant. This grant is for equipment and other items needed. Commissioner Marchman asked County Administrator John Bullard if we pay the matching funds up front? Do we do a transfer out? County Administrator John Bullard explained typically, they would not be paid upfront. It would be as the work is done. If it is a cash payment, it will be for work that is being done or for equipment that is being purchased as it is received.

Commissioner Marchman made a motion to approve Resolution 2022-07: Authorize Chairman Clemons to sign grant agreement to provide the matching share of \$39,948.72 or 20% of the total project cost for the Recreational Trails Program Project 21-RT-55-02(Stoney Lonesome OHV Park Trail Improvements). Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Ratify Enterprise Agreement to change trucks from Dodge to Ford and increase agreement by \$9,528.00 County Administrator John Bullard advised when we brought this to the Commission last month all Enterprise had available were Dodge trucks. There was talk about the ability to upgrade to a Ford truck if the Commission desired and the Ford trucks became available. The amount is \$9,528.00, and this is across six different trucks. The cost per truck is \$1,588.00. Commissioner Watson made a motion to Ratify Enterprise Agreement to change trucks from Dodge to Ford and increase agreement by \$9,528.00. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Ratify agreement with Bulldog Steel Structures to reflect change to Carolina Carports Inc. in the amount of \$39,144.15 for construction of metal building at Sportsman's Lake Park and authorize Chairman Clemons to sign all related paperwork

County Administrator John Bullard stated this was approved in a prior meeting for the Bulldog Steel Structures to install the building at Sportsman's Lake Park. They have subcontracted to Carolina Carports, and the price has decreased. The new price reflects \$39,144.15. The only reason we are bringing this back up in a meeting is that we have to have a new agreement signed with Carolina Carports Inc. Commissioner Marchman made a motion to Ratify the agreement with Bulldog Steel Structures to reflect change to Carolina Carports Inc. in the amount of \$39,144.15 for construction of metal building at Sportsman's Lake Park and authorize Chairman Clemons to sign all related paperwork. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Authorize Chairman Clemons to sign renewal for a 1-year term of lease agreement for Bates Building with Cullman Electric Co-op

County Attorney Emily Johnston advised this was in the original contract. The Cullman Electric Co-op has the option to renew. The rent will go up by 3%. They have the option for renewal two other times if you agree to the renewal. Chairman Clemons stated how much are they paying rent for currently? County Attorney Emily Johnston stated currently \$3,000.00, and it will be increasing. Commissioner Marchman stated that this is where the Sprout Internet is being housed, and this is what is bringing better internet to Cullman County. Commissioner Watson made a motion to authorize Chairman Clemons to sign renewal for a 1-year term of lease agreement for Bates Building with Cullman Electric Co-op. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

Authorize Chairman Clemons to reappoint Geoff McGukin to the Solid Waste Authority Board for a 4year term to expire 11/20/25

Commissioner Marchman made a motion to authorize Chairman Clemons to reappoint Geoff McGukin to the Solid Waste Authority Board for a 4-year term to expire 11/20/25. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Authorize Commissioner Marchman to reappoint Jerry Smith to the Solid Waste Authority Board for a 4-year term to expire 11/20/24

Commissioner Watson made a motion to Authorize Commissioner Marchman to reappoint Jerry Smith to the Solid Waste Authority Board for a 4-year term to expire 11/20/24. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Authorize Chairman Clemons to sign agreement with Major League Fishing Tournaments in partnership with the City of Cullman and Cullman Area Chamber of Commerce and consider the County's appropriation of \$25,000

Commissioner Marchman made a motion to authorize Chairman Clemons to sign agreement with Major League Fishing Tournaments in partnership with the City of Cullman and Cullman Area Chamber of Commerce and consider the County's appropriation of \$25,000. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider proposed Memorandum of Agreement to build a storage building on a portion of property leased by the Fair Association on March 15, 2010, and authorize Commission to sign

Commissioner Watson made a motion to Consider proposed Memorandum of Agreement to build a storage building on a portion of property leased by the Fair Association on March 15, 2010, and authorize Commission to sign. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider approval of annual Harris Smartfusion invoice in the amount of \$19,108.17

County Administrator John Bullard advised this is our accounting financial software. It is a budgeted expenditure. Commissioner Marchman made a motion to Consider approval of annual Harris Smartfusion invoice in the amount of \$19,108.17. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Consider awarding bid to A&S Electrical Contractors, Inc recommended by CDG Engineers & Associates, Inc for power backup on five storm shelters in the amount of \$56,500.00 and authorize Chairman Clemons to sign all related paperwork

Economic Development Project Coordinator Matt Kinsland stated this is a requirement to add back-up power to Brushy Pond, Crane Hill, Colony, Hanceville, and Commission on Aging storm shelters for us to close out the grants with FEMA. CDG did the design work on the electrical backup. We had three bidders that submitted bids, and of the three, A&S Electrical Contractors, Inc was the lowest bid at \$56,500.00. Commissioner Watson made a motion to consider awarding bid to A&S Electrical Contractors, Inc recommended by CDG Engineers & Associates, Inc for power backup on five storm shelters in the amount of \$56,500.00 and authorize Chairman Clemons to sign all related paperwork. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Consider changes to county's nepotism policy

County Attorney Emily Johnston addressed the Commission and stated we are having a problem with getting employees. We have job openings, but we just do not have people who can fill the openings. This will allow relatives to work under the same department, but they cannot work under the same district or have the same immediate supervisor. This will open a lot more opportunities for other people to apply and to fill the positions that are needed at this time. Commissioner Marchman made a motion to consider changes to county's nepotism policy. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

Award Bid # 1366: for complete reroofing project for county property located at 310 3rd Ave NE Cullman, AL 35055 to: Bond Construction, LLC in the amount of \$149,000

County Administrator John Bullard explained Bond Construction, LLC was the low bidder on this project. This project is for the Victim Services property. This is to replace the roof, which is a much-needed repair. Commissioner Watson made a motion to Award Bid # 1366: for complete reroofing project for county property located at 310 3rd Ave NE Cullman, AL 35055 to: Bond Construction, LLC in the amount of \$149,000. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Bid # 1367 for Traffic Signs: award to Traffic Signs

County Engineer Bryan Cheatwood stated I do recommend the award of this bid. Commissioner Marchman made a motion to approve Bid # 1367 for Traffic Signs: award to Traffic Signs. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Bid # 1368 for Traffic Striping: award to J.C. Cheek & Ozark Striping Company(Based on availability)

County Engineer Bryan Cheatwood advised they have included a second option due to supply chains. This will give us more options, and I do recommend approval of this bid. Commissioner Watson made a motion to approve Bid # 1368 for Traffic Striping: award to J.C. Cheek & Ozark Striping Company(Based on availability). Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

Bid # 1369 for Corrugated Metal Pipe: award to Twin Oaks Environmental

County Engineer Bryan Cheatwood stated I do recommend approval of this bid. Commissioner Marchman asked if we are doing all corrugated pipe through this group? Mr. Cheatwood advised for this term. The other groups did not want to bid. We are doing it short term. Commissioner Marchman made a motion to approve Bid # 1369 for Corrugated Metal Pipe: award to Twin Oaks Environmental. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

Consider moving December Commission Meeting from December 21, 2021, to December 28, 2021

Commissioner Watson made a motion to approve moving December Commission Meeting from December 21, 2021 to December 28, 2021. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

WORK SESSION

Chairman Clemons announced the next Commission Work Session will be Tuesday, December 28, 2021, at 4:00 p.m. in the Commission Meeting Room

NEXT REGULAR COMMISSION MEETING TUESDAY, DECEMBER 28, 2021

Chairman Clemons announced the next Commission Meeting will be Tuesday, December 28, 2021, at 6:00 p.m. in the Commission Meeting Room

ADJOURN THE MEETING

Commissioner Watson made a motion to Adjourn. Commissioner Marchman seconded. Meeting was adjourned at 6:24 p.m.

leff Clemons, Chairman

Kerry Watson, Associate Commissioner

Garry Marchman, Associate Commissioner

Certificate of Appreciation

PRESENTED TO

Jesse Cummings

FOR YOUR DEDICATION TO OUR COUNTRY AND ITS MILITARY IS

COMMENDABLE AND AN HONORABLE ADDITION TO THE FIGHT FOR

FREEDOM THOURGHOUT THE WORLD.

Jeff Clemons, Chairman

A secolate Commission

Kerry Watson, Associate Commissioner

Jany Marchine

Garry Marchman, Associate Commissioner

Certificate of Appreciation

PRESENTED TO

Adam Barfoot

FOR YOUR DEDICATION TO OUR COUNTRY AND ITS MILITARY IS

COMMENDABLE AND AN HONORABLE ADDITION TO THE FIGHT FOR

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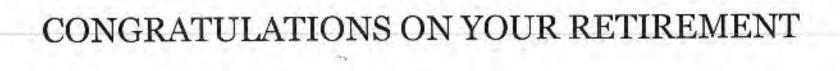
Jeff Clemons, Chairman

Down Water

Kerry Watson, Associate Commissioner

Jamy Manchine

Garry Marchman, Associate Commissioner



Emma Walker

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

Best wishes from all of your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner

Garry Magenman, Associate Commissioner

January 2004 - November 2021

EMERGENCY MANAGEMENT OATH OF OFFICE

State of Alabama

I, <u>Timothy (Tim) Sartin</u>, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Alabama, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

And I do further swear (or affirm) that I do not advocate nor am I a member of any political party or organization that advocates, the overthrow of the Government of the United States or of this State by force or violence; and that during such time as I am a member of the Cullman County Emergency Management Agency I will not advocate nor become a member of any political party or organization that advocates the overthrow of the Government of the United States or of this State by force or violence.

Sworn to and subscribed before me this the 18th day of November, 2021



CONSTRUCTION AGREEMENT FOR A HIGH RISK RURAL ROADS PROGRAM PROJECT

BETWEEN THE STATE OF ALABAMA AND CULLMAN COUNTY COMMISSION

Project No. HRRR-2221(251) County Project No. CCP 22-11-20 CPMS Ref# 100072711

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Cullman County Commission, Alabama, (FEIN 63-6001496) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate on a project for Widening and Resurfacing on CR-1301 from SR-3 (US-31) to CR-1435; HRRR-2221(251); County Project No. CCP 22-11-20; CPMS Ref# 100072711.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. Project Funding: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent High Risk Rural Roads funds (HRRR) and 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.
- B. Estimated Cost: The estimated cost and participation by the various parties is as follows:

ESTIMATED COSTS

HRRR Funds	\$263,202.62		
County Funds - 10% HRRR Match	\$ 29.244.74		
TOTAL (Incl CE&I & Indirect Cost)	\$292,447.36		

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

HRRR-2221(251)

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. Time Limit: This project will commence upon written authorization to proceed from the STATE directed to the COUNTY. The project shall be advanced to authorization by the end of the fiscal year, unless approved in writing by the State. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.

PART THREE (3): PROJECT SERVICES

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and he in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY. The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement. If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved thirdparty materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement. For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE."

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

HRRR-2221(251)

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala, Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
 For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY rightof-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE. All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part

to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this 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.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

HRRR-2221(251)

- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

approval by the Governor of Alabama.	
ATTEST:	
	Gullman County, Alabama
1 Millanc Mari 100	
By: WILL IN IN IN By:	fell som on
Clerk (Signature)	As Chairman (Signature)
Till and Marriagon	1011 " 110-0" 1 1000000
Hand Marman	JEFF UCM CICITOS D
Print Name of Clerk	Print Name of Chairman
(AFFIX SEAL)	
This agreement has been legally reviewed and ap	proved as to form and content.
By:	
William F. Patty, Chief Counsel	
Chief Counsel	
RECOMMENDED FOR APPROVAL:	
Bradley B. Lindsey, P.E.	
State Local Transportation Engineer	
Edward N. Au Chief Eng	
STATE OF ALABAMA, ACTI	
THE ALABAMA DEPARTMEN	
John R. Cooper, Trans	portation Director
3,44, 3	
THE WITHIN AND FOREGOING AGREEME	NT IS HERERY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS	DAY OF ,20 .
KAYIV	EY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 2022-03

BE IT RESOLVED, by the Cullman County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for the:

Widening and Resurfacing on CR-1301 from SR-3 (US-31) to CR-1435; HRRR-2221(251); County Project No. CCP 22-11-20; CPMS Ref# 100072711.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Cullman County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the day of any of a resolution is on file in the County Clerk's Office.

ATTESTED:		
Lyan Men Colinty Clerk	imou	Chairman
the Minute Book of the		and that such resolution is of record
IN WITNESS WHERE County on this	OF, I have hereunto set m day of November	ny hand and affixed the official seal of the
	ayanx h	nemma

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

<u>Policy.</u> It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignces and successors in interest agrees as follows:

a. Compliance with Regulations

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended. (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT II

Page 2

 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor,

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. <u>Information and Reports</u>

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e, Sanctions for Noncompliance

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to.

- withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
- cancellation, termination or suspension of the contract, in whole or in part.

7. Incorporation of Provisions

The COUNTY will include the foregoing provisions a, through f, in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

- g. <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

- Age In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
- Disabilities In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

Page 5

b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold. COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTY'S CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

RESOLUTION NO.: 2022-04

A RESOLUTION RELOCATING AND RENAMING THE VOTING PLACE FOR VOTING PRECINCT CRANE HILL FIRE DEPARTMENT BEAT 12

BE IT RESOLVED, by the County Commission of Cullman, Alabama as follows:

WHEREAS, that pursuant to Ala. Code § 17-6-6(a) (1975) the County Commission of
Cullman, County, Alabama retains the sole authority to change the configuration, boundaries, or
designation of the Voting Precincts in Cullman County, Alabama, and furthermore, any change
so determined shall be adopted by resolution; and

WHEREAS, further, pursuant to Ala. Code § 17-6-4 (1975) the County Commission Cullman County, Alabama is further, authorized to designate and select a Voting Place for each Precinct; and

WHEREAS, the voting location in Beat 12 in Cullman County, Alabama is presently located at the Crane Hill Fire Department, 15123 County Road 222, Crane Hill, Alabama, 35053, more specifically described as follows:

A part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 South, Range 5 West, and being more particularly described as follows: Begin at the Northwest Corner of said forty; thence East 378 feet to the line of L. R. Fell property, which is the true point of beginning of the property herein described; thence Southeast along the L. R. Fell property line a distance of 204 feet to the Old Jasper Road; thence Southwest along the Old Jasper Road a distance of 240 feet to Shaver Branch; thence West 165 feet along said branch to Farm-to-Marker Road No. 22; thence in a Northerly direction along the east right-of-way line of said Highway No. 22 to the true point of beginning.

Source of title: Deed Book 407, Page Number 578, Recorded in the Office of Judge of Probate, Cullman County, Alabama.

WHEREAS, the Crane Hill Fire Department is relocating the voting site to the Crane Hill Fire Department Community Building, to provide more room and better accessibility for the voters, which is located on the east side of the same property at 15023 County Road 222, Crane Hill, Alabama, 35053, more specifically described as follows:

A part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 11 South, Range 5 West, and being more particularly described as follows: Begin at the Northwest Corner of said forty; thence East 378 feet to the line of L. R. Fell property, which is the true point of beginning of the property herein described; thence Southeast along the L. R. Fell property line a distance of 204 feet to the Old Jasper Road; thence Southwest along the Old Jasper Road a distance of 240 feet to Shaver Branch; thence West 165 feet along said branch to Farm-to-Marker Road No. 22; thence in a Northerly direction along the east right-of-way line of said Highway No. 22 to the true point of beginning.

Source of title: Deed Book 407, Page Number 578, Recorded in the Office of Judge of Probate, Cullman County, Alabama.

BE IT FURTHER RESOLVED AND ORDERED, that, as required by Ala. Code §17-6-1 (1975) through Ala. Code §17-6-9 (1975), the County Commission of Cullman County, Alabama, upon adoption, will file, as forwarded via Hand Delivery, with the Office of the Judge of Probate of Cullman County, Alabama, Office of Board of Registrars of Cullman County, Alabama, and via United States Postal Service Certified Mail with the Reapportionment Office of the State of Alabama a certified copy of this Resolution.

Dated this the 16th day of November, 2021.

Attest:

Tiffany Menriman,

County Clerk

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner

Garry Marchman, Associate Commissioner

RESOLUTION NO. - 2022-05

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1286 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road

1286 is set at 20 miles per hour at all times and no person shall operate a motor

vehicle in excess of 20 miles per hour set speed on said County Road 1286;

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 November 2021

EFF CLEMMONS, CHAIRMAN

ATTEST:

KERRY WATSON COMMISSIONER

COMMISSIONER

RESOLUTION # 2022-06

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Cullman County Commission authorizes the Chairman to accept the offer of financial assistance in the amount of \$365,142.12 through the Recreational Trails Program for project 21-RT-55-01 for bridge replacement and trail rehabilitation at the Stony Lonesome OHV Park; and

BE IT FURTHER RESOLVED, that the Cullman County Commission is committed to providing the required matching funds (\$275,413.38 or 43% of the total project cost) in a combination of cash match and in-kind services.

Adopted the 16th day of November 2021.

Jeff "Clem" Clemons, Chairman

ATTEST:

Tiffany Merriman, County Clerk

RESOLUTION # 2022-07

WHEREAS, Cullman County had applied to the State of Alabama for Recreational Trails Program (RTP) Funds to purchase trail maintenance equipment at Stony Lonesome OHV Park; and

WHEREAS, Cullman County has received notice from the Alabama Department of Economic and Community Affairs (ADECA) that the County's project had been selected for funding as RTP project 21-RT-55-02; and

WHEREAS, ADECA has requested the County make a formal resolution accepting the offer of financial assistance and recommitting to provide the required matching share (\$39,948.72 or 20% of the total project cost);

NOW, THEREFORE BE IT RESOLVED, that the Cullman County Commission authorizes the Chairman to accept the offer of financial assistance in the amount of \$159,794.88 through the Recreational Trails Program for project 21-RT-55-02 to provide for the purchase of trail maintenance equipment for Stony Lonesome OHV Park; and

BE IT FURTHER RESOLVED, that the Cullman County Commission is committed to providing the required matching funds in local cash match in the amount of \$39,948.72 or 20% of the total project cost.

Adopted the 16th day of November 2021.

Jeff "Clem" Clemons, Chairman

ATTEST:

Tiffany Merriman, County Clerk

KAY IVEY
GOVERNOR



ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL DIRECTOR

March 27, 2023

The Honorable Jeff Clemons Chairman of the Cullman County Commission 500 Second Avenue SW, Room 105 Cullman, Alabama 35055-0205

Re: Recreational Trails Program (RTP)
Project 21-RT-55-02 – Stony Lonesome OHV Park Maintenance Equipment
Final Inspection Report

Dear Chairman Clemons:

On February 21, 2023, Ms. LaToya Edwards received photographs verifying the completion of the above referenced project. The information contained in this report is based on that documentation.

Project Details

Date	Expiration	Date	Grant	Final	Close	Inspected By	
Approved	Date	Inspected	Amount	Evaluation	Project		
09/24/2021	05/31/2023	02/21/2023	\$159,794.88	Excellent	Yes	LaToya Edwards	

Final Inspection Results

Yes	No	N/A	
\boxtimes			The project was completed in accordance with the project agreement.
		\boxtimes	The quality of the site and/or the development is satisfactory.
		\boxtimes	There were no safety hazards observed at the park.
		\boxtimes	The required RTP acknowledgement signs and/or civil rights non- discrimination signs are displayed.

Page			eff Clemons		
		\boxtimes	The facilities are accessible to the physically handicapped.		
		\boxtimes	The natural features of the site are adequately protected.		
		\boxtimes	There are no overhead utilities within the project boundaries.		
		\boxtimes	The site is being used for recreational purposes only.		
		\boxtimes	The hours of park operation are reasonable.		
		\boxtimes	The user fee schedule complies with RTP requirements.		
\boxtimes			The project is in substantial compliance with RTP regulations and no major deficiencies were observed.		
<u>Fina</u>	Inspe	ction	<u>Comments</u>		
A condition of the RTP funding is that grant recipients develop, operate, and maintain RTP assisted facilities and equipment in accord with federal and state regulations. As of the date of the inspection, the Stony Lonesome OHV Park Maintenance Equipment Project is in substantia compliance with state and federal regulations. Therefore, the Cullman County Commission should be commended on the satisfactory completion of this project.					
If you have any questions regarding your RTP project, please contact Ms. Edwards, Programs Manager, at (334) 242-5382.					
Sincerely, Crystal G. Talley, Division Chief Federal Initiatives and Recreation Division					
CGT:LE:km cc: ADECA Financial Services Ms. Tiffany Green-Oldacre, Grant Specialist, NARCOG Mr. Bradley Williams, Director, Cullman County Economic Development					



Open-End (Equity) Lease Rate Quote

Quote No: 6024820

Prepared For: Cullman County, AL Date 10/22/2021 AE/AM WCB Unit # Year 2022 Make Ford Model F-150 Series XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB Vehicle Order Type Ordered Term 24 State AL Customer# 614574 All language and acknowledgments contained in the signed quote \$ 39,526.00 Capitalized Price of Vehicle 1 apply to all vehicles that are ordered under this signed quots. \$ 0.00 Sales Tax 0,0000% State AL \$ 0.00 Initial License Fee Order Information \$ 0.00. Registration Fee **Driver Name** \$ 350.00 Other:Courlesy Delivery Fee Exterior Color (0 P) Oxford White \$0.00 Capitalized Price Reduction Interior Color (01) Black w/Medium Dark State w/Vinyl 40/20 \$ 0.00 Tax on Capitalized Price Reduction Lic. Plate Type Government \$ 0.00 Gain Applied From Prior Unit. GVWR 0 \$ 0.00 Tax on Gein On Prior \$0.00 Security Deposit \$0.00 Tax on Incentive (Taxable Incentive Total: \$0.00) 6 trucks will be built to these exact specs... initial below. \$ 39,878.00 Total Capitalized Amount (Delivered Price) \$ 837.40 Depreciation Reserve @ 2,1000% \$ 145,10 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)2 \$ 982.50 Total Monthly Rental Excluding Additional Services Initial: TC Additional Fleet Management Master Policy Enrollment Fees \$0.00 Commercial Automobile Liability Enrollment Liability Limit \$0.00 \$ 0.00 Physical Damage Management Comp/Coll Deductible 0/0 \$ 0.00 Full Meintenance Program 3 Contract Miles 0 OverMilange Charge \$ 0.00 Per Mile Incl: # Brake Sats (1 set = 1 Axle) () Loaner Vehicle Not Included # Tires 0 \$ 0.00 Additional Services SubTotal \$ 0.00 Lease/Rental Tax 3.0000% State AL \$ 982.50 Total Monthly Rental Including Additional Services \$ 19,778.40 Reduced Book Value at 24 Months \$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approvel)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lesse Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lesse Agreement with respect to such vehicle.

Lesses must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lesse Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby exthoribes this vehicle order, agrees to lesse the vehicle on the terms set forth herein and in the Master Equity Lesse Agreement and agrees that Lessor shell have the right to collect damages in the event Lessee falls or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Cultiman County, AL

TITLE

DATE

INDICATES ITEMS TO BE DILLED ON DELIVERY.

Contexted Price of Vehicle May be Adjusted to Reflect First Natural Survey Assigns to Lesson amplicatives and/Or Manufacturer Incentives Intended for the Lesson, Which Release And/Or Incentives Have Reen Used by Lesson to Reduce the Capitalized Price of the Volucie.

² Monthly Lease Charge Will Be Adjusted to Riches the listened Rate on the Delivery Data (Subject to a Floor).

The inclusion haven of references to maintenance been/cervises are solely for the administrative convenience of Josses. Note (bissess and to be performed by Enterprise Fleet Management, Inc., and all auch maintenance been are payable by Lesses and by the account of Enterprise Fleet Management, inc., persuant to their certain separate plantiferance Agreement, enterprise Fleet Management, inc., provided that such maintenance fleet are being blind by Enterprise Fleet Management, inc., provided that such maintenance fleet are being blind by Enterprise Fleet Management, inc., provided that such maintenance fleet are being blind by Enterprise Fleet Management, inc.



Open-End (Equity) Lease Rate Quote

Quote No: 6024820

VEHICLE INFORMATION:

2022 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Initial: \(\)

Series ID: W1E

Pricing Summary:

INVOICE MSRP Base Vehicle \$39,021 \$40,860.00 Total Options \$0.00 \$0.00 Destination Charge \$1,695.00 \$1,695.00 **Total Price** \$42,555.00

\$40,716.00

SELECTED COLOR:

Exterior:

YZ-(0 P) Oxford White

Interior:

AS-(0 I) Black w/Medium Dark State w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	No. of Contracts	2.00
100A	Equipment Group 100A Standard	INVOICE	MSRP
145WB	145* Wheelbase	NC	NC
425	50 State Emissions	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	NC	NC
64C	Wheels: 17* Silver Steel	Included	Included
998	Engine: 3.3L V6 PFDI	Included	Included
A	Vinyl 40/20/40 Front Seat	Included	Included
AS_02	(0 I) Black w/Medium Dark State w/Vinyl 40/20/40 Front Seat	NC	NC
PAINT	Monatone Paint Application	NC	NC
STDGV	GVWR: 6,470 lbs Payload Package	STD	STD
STORD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 285/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
X26	3.73 Axle Ratio	Included	included
YZ 01	(0 P) Oxford White	Included	Included
-	to . I morning strike	NC	NC
			100

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4

Rear Cargo Door Type: tailgate

Driver And Passenger Mirror: power remote manual folding side-view door mirrors

Convex Driver Mirror: convex driver and passenger mirror

Door Handles: black

Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip

Rear Step Bumper: rear step bumper Frant Tow Hooks: 2 front tow hooks

Box Style: regular

Body Material: aluminum body material

: trailering with harness Grille: black grille

Convenience Features:

Air Conditioning manual air conditioning

Power Windows: power windows with driver and passenger 1-touch down

Remote Keyloss Entry: keylob (all doors) remote keyloss entry

Huminated Entry: illuminated entry

Integrated Key Remote: Integrated key/remote

Auto Locking: auto-locking doors

Remote Engine Start: remote engine start - smart device only

Steering Wheel: steering wheel with manual tilting, manual telescoping

Day-Night Rearview Mirror: day-night rearview mirror

Emergency SOS: SYNC 4 911 Assist emergency communication system

Front Cupholder: front and rear cupholders

Overhead Console: full overhead console with storage

Glove Box: locking glove hox

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Dashboard Storage: dashboard storage IP Storage: bin instrument-panel storage

Retained Accessory Power: retained accessory power

Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio AMFM stereo with seek-scan

Radio Data System: radio data system

Voice Activated Radio: voice activated radio

Speed Sensitive Valume: speed-sensitive valume

Steering Wheel Radio Controls: steering-wheel mounted audio controls

Speakers: 6 speakers

Internet Access: FordPass Connect 4G internet access

1st Row LCD: 2 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off sero-composite helogen headlamps

Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Cab Clearance Lights: cargo bed light Front Wipers: variable intermittent wipers Tinted Windows: light-linted windows Dome Light: dome light with fade

Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer Voltometer: voltmeter Initial: TC

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Odometer: trip odometer

Lane Departure Warning: lane deperture Front Pedestrian Braking: pedestrian detection

Forward Collision Alert: forward collision Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil tamp, gauge

Clock: In-radio display clock

Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp, warning

Baltery Warning: ballery warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning Door Ajar Warning: door-sjar warning Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes.

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount, underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Sefety Canopy System curtain 1st and 2nd row overhead airbag

Occupancy Sensor: front passenger eirbeg occupancy sensor Height Adjustable Seatbetts: height edjustable front seatbetts

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bers: side-Impact bare

Portmeter Under Vehicle Lights: remote activated perimeter/approach lights

Taligate/Rear Door Lock Type: taligate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks Ignition Disable: Securit.ock immobilizer Security System: security system

Panic Alerm: panic elarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seals And Trim:

Scating Capacity max, seating capacity of 6 Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Redining Driver Seat: manual reclining driver and passenger seats Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear 60-40 split-bench seat Rear Folding Position: rear seat fold-up cushion Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyt/rubber floor covering

Initial: TC

Cabback Insulator: cabback insulator Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Initial: 3

Zoho Sign Document ID: E9ZHXCOZYEE08HD8W92NQHH5G51ZCEI69DGIELU3WSG Order Changes I-888-551-2156 187 Cardinal Ridge Ln. Scheduling. 1-800-670-4262 Dobson, N.C. 27017 arolina Contract by Amanca www.carolinnearports.com arports DEALER **Bulldog Steel Structures** Sales Rep and Direct Line Frank Rangel 336-355-5804 Date 10/12/2021 CUSTOMER NAME Cullman County - Jeff Clemmons / Shane Bailey COUNTY Cullman TAX (Where Delivered) 9.00% PHY ADDRESS 1501 Sportsman Lake Road NW CITY Cullman STATE AL 35055 PHONE: MOBILE 256-775-1942 HOME. OTHER ROOF STYLE Regular Box Eave Vertical. V GAUGE 14 UNIT SIZE 12/ 32 46 HT 14 POWER AVAILABLE Yes \checkmark No COLOR Top : Sandstone Sides/Ends | Sandstone Trim Tan Wainscore UNCERTIFIED CERTIFIED ~ SURFACE TYPE Ground Cement Asphali Wood Other BARN STYLE N/A Carolina Seneca Horse Colored Screws Yes | No NOTE: ROOF IS 1 FT. LONGER THAN THE FRAME All Orders C.O.D. Qty Item Notes Price Price 1 \$32,085.00 32'x46' Base Vertical Roof \$15,195.00 1 Certification 140 MPH - 30 PSF \$0.00 Tax \$2,887.65 1 14 Gauge \$0.00 9.00% 1 14' Side Height \$3,685.00 Subtotal \$34,972.65 2 Sides Closed Vertically \$3,515.00 2 Ends Closed Vertically \$6,590.00 2 Garage Doors 12'X12' Installed on the End \$2,800.00 \$0.00 1 Walk in Door 36"x80" NO Window \$300.00 20% Down Payment Before Tax Any order over \$15,000 requires a 50% payment of the halance due at the time of scheduling ** Telescopic Forklift Required ** \$34,972.65 *** Generic Blueprints *** Total \$963.00 CCI to fill out E-Verify Additional Labor Charge No requirements for Installation Crew \$3,208.50 Manufacturing Surcharge 10% \$39,144.15 Balance Due at Installation Payment Options: Cash Check M.O. P.O. Window, Door, and/or opening placements on attached drawing. C.C. (with 2% property fee) Notes: *BSS did not collect a Down Payment. Balaince is due in full to Carolina Carports Inc. (PO made out to Carolina Carports - will need copy) BINDING PURCHASE CONTRACT LOT MUST BE LEVEL PRIOR TO INSTALLATION CHECK WITH YOUR COUNTY / CITY TO SEE IF YOU NEED A ZONING AND / OR BUILDING PERMIT This purchase agreement (the "Agreement") is made by and herween Carolina Carports, Inc. ("CCI"), a North Cullman County - Jeff Clemmons / Carolina corporation, and Shane Bailey (the "Buyer"). Buyer agrees to buy, and CCI agrees to sell, pursuant to the terms listed in this Agreement, the frem described above. Buyer has read and understand the terms of this Agreement, including the terms and conditions contained on the reverse side of this document and agrees to be bound by the same.

Customers CCI: **Bulldog Steel Structures** tmerriman@co.cullman.al.us Email: Site Will Be Level Int. Frank Rangel 336-355-5809

By:

THANK YOU FOR CHOOSING CAROLINA CARPORTS INC.

Terms, Conditions, and Warranties

- 1. Products and Warranties. Buyer has been educated about CCI's various products and warranties, including without limitation the following
 - a. Standard (Uncertified) Unit. The Standard (Uncertified) Unit is build according to CCI specifications and are not wind/snow had rated.
 - Certified Unit. Certified Units are built according to an engineer blueprint and are wind/snow load rated.
- 2. Warranty Limitations.
 - a. Unlessed Installation Site Voids Warranty, Warranties shall be immediately void if the foundation is not level prior to installation. Units installed on an installation site than is not level may be installed "as is."
 - la Modification of Structure Voids Warrandy. Warrandes shall be immediately void if buyer alters the unit in any manner.
 - c. Baserall Leaks. CCI does not seal under the base of the unit and is not responsible for leaks under the baserail.
- 3. Pricing Terms.
 - a. Price Subject to Change, CCI's prices are subject to thange without notice.
 - b. Additional Charges.
 - i. Labor Charge. Boyer will pay an additional labor charge of not less than fifty dollars (\$50.00) if the installation contractor is required to dig, level, carry installation materials further than a reasonable distance or install the only on any wall, dock, or over any existing structure,
 - ii. Service Charge, Buyer will pay a service charge of not less than two hundred dollars (\$200,00) if the installation contractor must return to install an addition to an existing unit or if unit must be re-shipped due to customer error, unlevel jobsitu or other similar issue.
 - III. Taxes and Foss: Buyer agrees to pay all applicable sales or other taxes, unless exempt therefrom.
 - is. Right to Correct. CCI shall have the right to correct any pricing or tax errors made by dealer. Prices for orders placed on hold will only be guaranteed for a 90 calendar they period. If an order is on hold for more than 90 days, customer may be subject to a price increase that equals OCI's current pricing at the time of delivery/installation.
- 4. Payment Terms.
 - a. Down Payment. Buyer shall pay dealer a down payment equal to 20% of the retail price at the time of the sale, Buyer shall not pay dealer an amount exceeding the down payment, Buyer does so at his own risk with the understanding that Buyer is contractually obligated to remit payment of the remaining balance of the purchase price (the "Balance") as set forth below.
 - b. Balance. Boyer shall pay the balance to the installation contractor on the date of installation. Payment may be made by check or credit card. Payments made by credit card are subject to an additional fee equal to two percent (2%) of the balance paid by credit card.
 - E Excess Down Payment. If Buyer pays more than the required Down Payment at the time of the sale, CCI must receive these funds from the Dealer prior to installation or CCI will not schedule lastallation.
 - d. No Refunds. In the event Buyer cancels the order, Buyer shall receive no refund of the down payment.
 - e. Security Interest. Buyer expressly agrees that the unit shall remain property of CCI until the purchase price under the agreement is paid in full.
 - CCI hereby recains a purchase money security interest in the unit as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where unit is being installed. Fathers to pay the purchase price under the agreement will result in repostession of unit. Repossession does not relieve Buyer from liability for specific performance of the agreement.
- 5. Delivery and Installation: Limitation on Liability.
 - a. Delayed Delivery. CCI is not responsible for changes in delivery dates caused by circumstances out of CCI's control, including but not limited to inclement weather conditions, installation contractor running behind, accidents, and acts of God.
 - b. Buyer Responsible for Locating Underground Utilities. Buyer is responsible for informing installation contractors of any underground cables, gas lines, utility bazards, or relevant matters prior to installation. This may require Buyer to contact the utility company to request that the locations of the Underground Utilities be marked. Buyer agrees to indemnify and hold CCI harmless for any damage done to submerged lines, pipes, cables, or other utility instrumentalities during installation.
 - c. Buyer Responsible for Permits. Buyer shall be solely responsible for, and shall obtain, any necessary city or county permits prior to commencement of installation. Buyer agrees to indemnify and hold CCI harmless for violation of any city or county ordinance or ende.
 - d. Limitation on Liability. CCI will not be flable to Buyer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in accepted items.
- 6. Jurisdiction and Venue. The parties hereto: (i) consum to submit itself to the personal jurisdiction of any state or federal court sitting in the County of Surry, State of North Carolina, in any action or proceeding arising but of or relating to this Agraement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in any such court, (iii) agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for teave from any such court, and (iv) agree not in bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties here to waives any defense of inconvenient forum to the maintenance of any action of processing so brought and waives any hond, surely or other scennity that might be required of the other party with respect thereto.
- 7. Governing Law. This Agreement shall be interpreted and construct according to, and governed by, the laws of the State of North Carolina
- 8. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise
- 9. Entire Agreement. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, and supervides all prior written or oral communications, representations and agreements relating to the subject matter of this agreement.
- 10. Modification. The terms of this Agreement, wave and except the price term in the event of a pricing error/change order, may be modified or amended only by a written instrument executed by the parties bereto.
- 11. Waiver; Enforceability. The waiver by any party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other procision, nor shall any delay or omission on the part of any party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. If one or more provisions of this Agroement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable partion shall be limited or excluded to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 12. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Governing Law, and Survival.
- 13. If CCI hires an attorney to collect what you owe, you will pay attorney's fees and court costs as the law allows. The maximum attorney's fees you will pay will be 15% of the

Customer: # Jell "Clem" Clemons Date Nov 17 2021 16:35 EST



Custo	war Nama	Joff Clamon				ESIGN SP							
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32' Wide - 60' Wide Building Requirements

- Customer must pay ½ of the balance at the time CCI calls to schedule delivery, prior to installation.
 Exceptions may be made for P.O.'s.
- Customer is responsible for inquiring about local city and county requirements for their structure, foundation, etc.
- If site specific drawings are required, the customer will be responsible for the engineering fees. Engineering fees vary based on the size of the structure.
- Lift Requirements:
 - On site by 7am the morning of delivery. Charges may apply for delays.
 - Telescopic Forklift
 - 20' Reach 40' Reach (Dependent on the Height of Structure)
 - 6000 lbs. Capacity Minimum



- Drawing must be submitted showing the specific placement of all doors, windows or openings with the customer's signature.
- A complimentary site check will be completed approximately 2 weeks after the customer's foundation is ready. If an
 area requires a secondary site check, charges will apply.
- Additional charges will apply if the customer makes changes to the structure after the site check is completed and production begins.
- In the event the customer delays delivery after production is complete, storage fees may be applied.
- A freight charge may be applicable depending on the size of the structure.

Jeff "Clem" Clemons	Nov	17 2021 16:	35 EST	
Jeff Cleanmons - Chairman of Cullman County		Date		
1501 Sportsman Lake Road NW	Cullman	AL	35055	Cullman
Address	City	State	Zip	County

Zoho Sign Document ID: E9ZHXCOZYEE06HDBW92NQHH5G51ZCEI69DGIELU3WSG

Bulldog Steel Structures Terms, Conditions, and Warranties

1) Payment

- a. Quotes are valid for 30 calendar days after above-printed date.
- Buyer must pay a down payment of 20% for dealer services received from Bulldog Steel Structures.
 - The down payment is non-refundable.
 - ii. Any refund request will be evaluated on a case by case basis. In the event that Bulldog Steel Structures determines that extenuating circumstances, le permitting issues or zoning issues; that would allow for a refund, the buyer agrees that a processing fee equivalent to 5% of the retail cost of the structure, will be retained by Bulldog Steel Structures for dealer services rendered.
- Bulldog Steel Structures reserves the right to correct pricing in case of an error.
- d. Pricing is determined by the manufacturer (hereafter "the manufacturer"). Bulldog Steel Structures is not responsible for structure pricing.
 - Right to Correct. The Manufacturer shall have the right to correct any pricing or tax errors made by Bulldog Steel Structures. If an
 order is placed on hold, the customer may be subject to a price increase that equals the manufacturer's current pricing at the time
 of delivery/installation.
 - ii. Buildog Steel Structures will attach tax exemption documents with Buyer's order, however it is not at Buildogs Steel Structure's discretion if documentation is acceptable for said purchases. Buyer understands that they are responsible to keep records to verify cligibility for the exemption(s) claimed and that they may be required to pay sales tax on purchases that do not qualify for the exemption(s) as per documentation.
- In the event that the foundation is unlevel, out of square, inaccessible or for any reason is not conducive to installation, no refund will be issued.
- Rent-to-Own and financing options are handled by a third party. The buyer will deal directly with the third party in order to manage their financing or Rent-to-Own payment agreement.

2) Installation

- Bulldog Steel Structures is not responsible for installation, installation dates or the actions of the contractor.
 - i. Lead times are estimated and weather permitting as set forth by the manufacturer.
 - ii. Lead times set forth by the manufacturer will comence once site and permit, if applicable, are ready and/or completed.
 - Lead times set forth by the manufacturer may vary from initial order date to ready date.
- b. The buyer is responsible for foundation work. If foundation work is not complete by the install date, Bulldog Steel Structures is not responsible for any delays and/or return trip fees.
- c. Labor cost is determined solely by the independent contractor. Any labor fee accessed by Bulldog Steel Structures is an estimate.

Miscellaneous

- a. Warranties and workmanship guarantees are provided and determined by the manufacturer, not Bulldog Steel Structures.
- b. Certified drawings are available from the manufacturer when required.
- c. Average lead times are estimates provided and determined by the manufacturer.
- d. Buyer is responsible for building permits.
- e. Buildog Steel Structures is not responsible for changes in delivery dates caused by circumstances out of Buildog Steel Structure's or the
 manufacturer's control, including but not limited to inclement weather conditions, installation contractor running behind, accidents,
 material shortages and acts of God.

customer x Jeff "Jem" Jemons

Date: x Nov 17 2021 16:35 EST



Thank you for your order through Bulldog Steel Structures! Please review the next steps and additional information provided below; if you would like to make any changes to your current order or place an addition order in the future, please contact us back via email or at 1-888-551-2156.

What to expect next

- Your order will be sent to Carolina Carports, Inc. reachable at 1-800-670-4262 they are the manufacturer that will service your order and complete your installation process.
- The manufacturer will begin to process your order for scheduling and installation.
- Any order \$5000 and up, will require site pictures to be provided to manufacturer prior to scheduling.
- Units 32'-60' wide will have a site inspection prior to installation and will require lift to be provided on site during installation. (Manufacturer will contact you about this process)
- * Units with 15'-16' side height will require lift to be provided on site
- . In case you are not yet ready for installation, please keep in mind you will need to contact the manufacturer and notify them once your foundation and permit (if applicable) are ready.
- Your lead time begins once you are noted as being ready for installation.
- The manufacturer will contact you to verify the building information and installation date. In the event they leave you a voicemail, please reach back out to them as soon as possible to avoid scheduling delays.
 - . Keep in mind that Bulldog Steel Structures is not responsible for blueprints, installation, installation dates, installation delays, or the actions of the contractor.
- If you have any questions or need any scheduling updates you can contact the manufacturer directly at the number noted above, if you need any further assistance you can always contact us.

Additional foundation information

- Additional labor fees may be applied if your site is not level, square, and cleared prior to the install date.
- Your cement must be level, square, the correct size, and poured as per city/county codes if applicable.
- * Your gravel or dirt foundation must be ground level. You can build it up, however, you will need to have the gravel/dirt compacted and may even need a retaining wall to keep gravel/dirt from washing out.
 - Keep in mind if it is not compacted properly this will allow anchors to move and may cause your building to shift.
- Installation on a wooden foundation will need to be pre-approved by the manufacturer and may depend on your state, city, or county codes if applicable.
- * The crew will require a minimum of 3' of clear and level workspace around the unit, additional fees may apply otherwise.
- * The crew must be able to park their truck and trailer within a reasonable distance of the installation site. If they are required to carry the material more than a reasonable distance, as determined by the manufacturer, a labor charge may be added to your final price, or the crew may decline to complete the installation.
- Changes to the order can be made until the time of scheduling; once the order has been scheduled, additional fees will apply and the installation date may be changed.
- Customer is responsible to call and have any underground lines marked; this process normally takes up to 72 hours, but it can vary depending on your area. Bulldog Steel Structures, the manufacturer, nor the crew will be held responsible for damages made due to unmarked lines.
- The installation area must be clear of overhead power lines and trees/branches.

Jeff Clemmons - Chairman of Culiman County 1501 Sportsman Lake Road NW Cullman 35055 Customer Printed Name Street Address City State Zip Code

emons Nov 17 2021 16:35 EST Customer Signature

Date

CHOUND ANCHOR AND PANEL CASTENER SPACING SPECIFICATIONS TAB F 1 BOW/RATTER FRAME, END POST,

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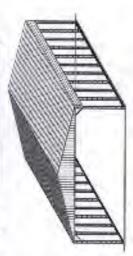
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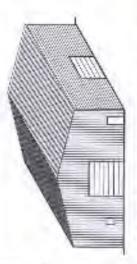
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STANDARD BUILDING DETAILS

40 ft SPAN



TOLL FREE 1-800-670-4262

LOCAL 338-387-6400 DOBSON, NC 27017

FAX 336-367-6410

CAROLINA CARPORTS INC.

P.O. BOX 1263

This document is the property of Corolina Carports, Inc., Use of these plans without the permission of Carolina Carports is provided

METAL CARPORT INSTALLATION PLANS AND DETAILS

FRAMING AND FASTENER SPECIFICATIONS

CAROLINA CARPORTS, INC. DOBSON, NORTH CARCLINA 27017 187. Cardnol Ridge Troll

THE OWNER IS RESPONSIBLE FOR OBTAINING A BUILDING PERMIT, IF NEEDED, AND FOR COMPLYING WITH ALL LOCAL BUILDING CODE REQUIREMENTS,

HIS IS TO CREEK THAT THE CALDLARDINS AND SPECPICATIONS HERBIN HAVE REDI PROPURED IN THE UNIOSISSIAD PROFESSIONAL BIOGRAPHICS IN PROCEEDINGS WITH THE REQUIREMENTS OF THE 2010 A 2010 INTERNATIONAL BULINGS COOKS AND THE 2010 BULINGS COOKS A

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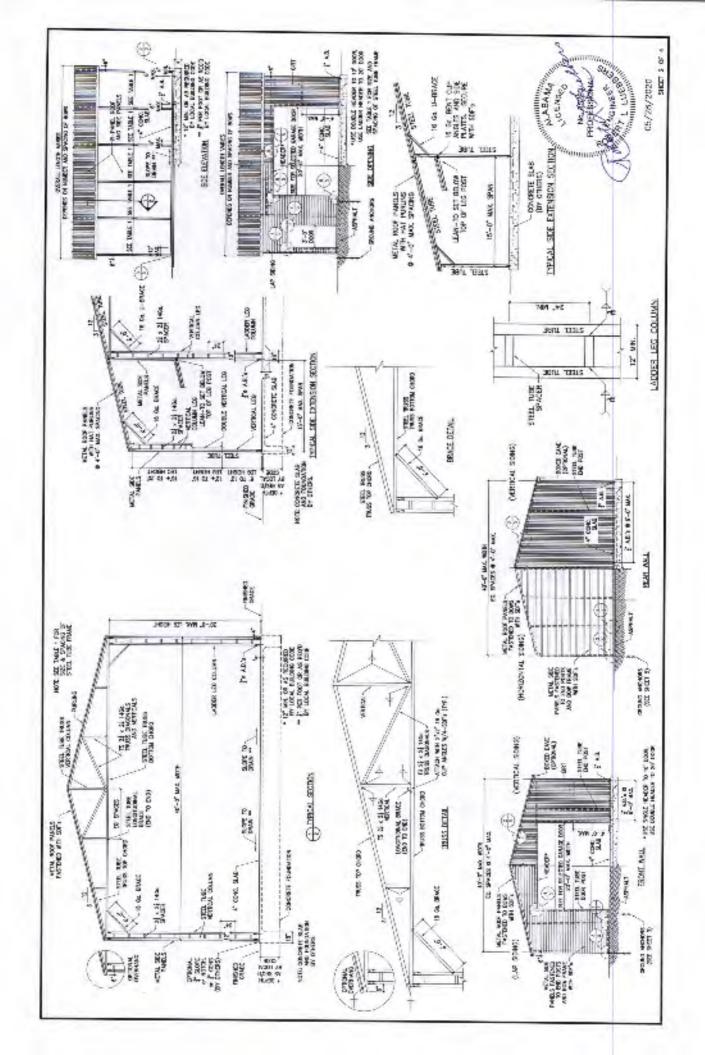
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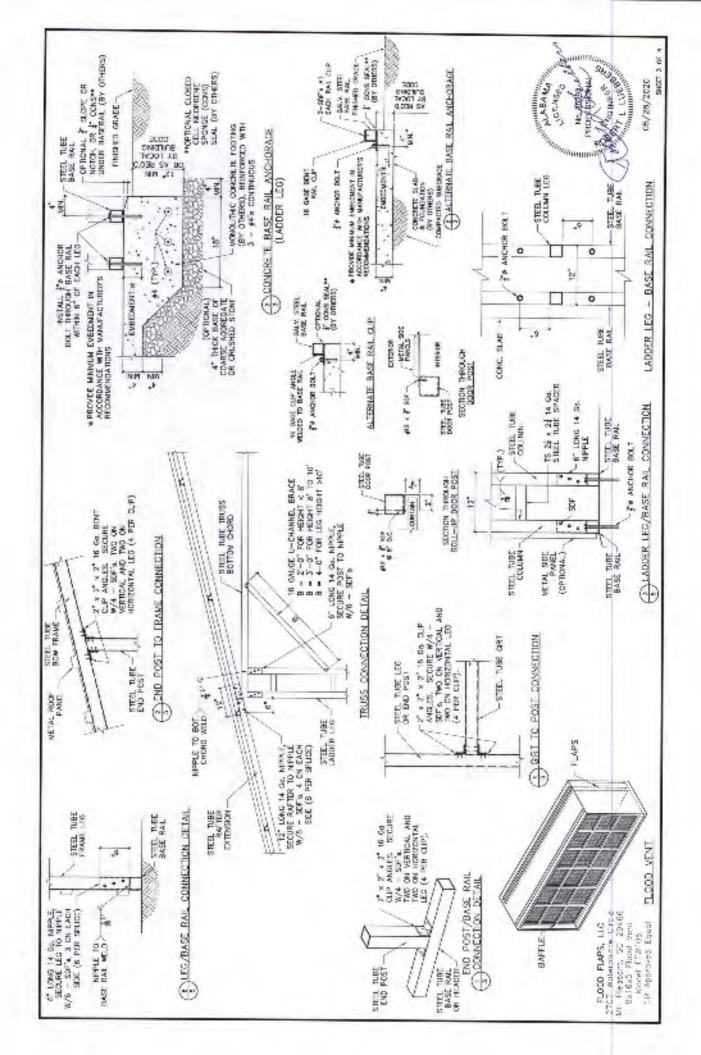
1501 Sportsman Lake Road NAV

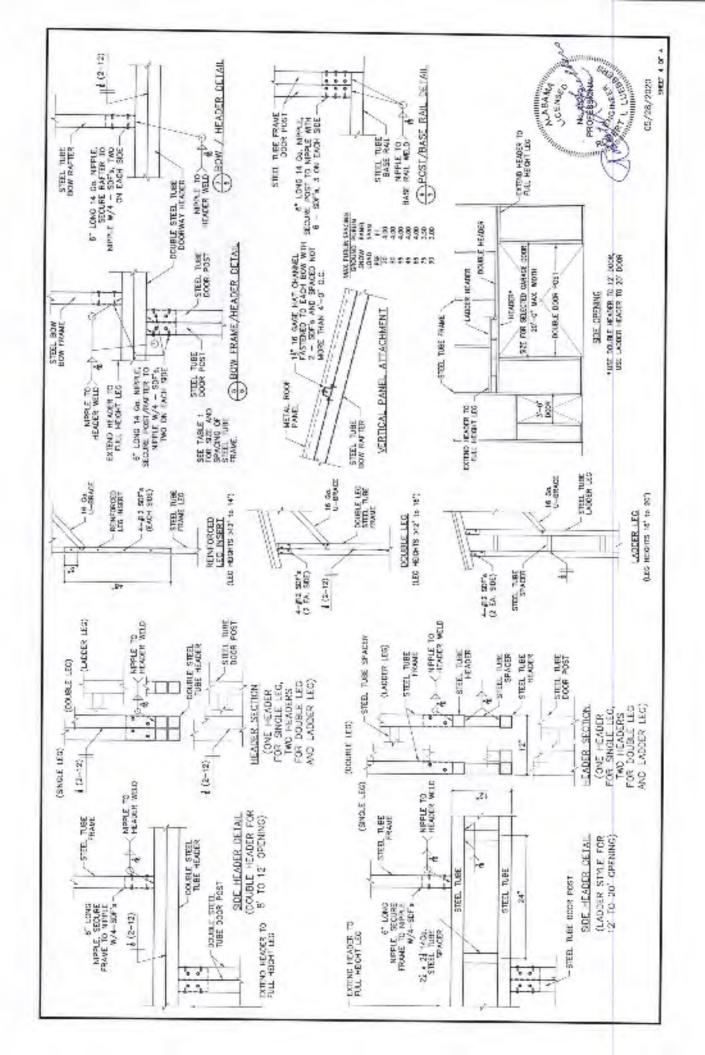
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b Use of these plans by anyone alse for any others purpose is prohibited.









LEASE RENEWAL OF REAL ESTATE

On November 16, 2021, the Cullman County Commission "Lessor" approved the renewal of the property currently leased by the CULLMAN ELECTRIC COOPERATIVE "Lessee" at the following address:

5.5 acres of property and the buildings located at 2151 3rd Ave SE Cullman, Alabama

The Commission agreed to renew the real estate lease under the terms stated in the original contract attached as "Exhibit A". The rental rate shall increase to \$3090.00 per month beginning February 1, 2022 and ending January 31, 2023. All other terms of the original agreement shall remain the same.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this instrument on the day and date written above.

Sun Memma

Mwanda Hood

Cullman County Commission, Lessor

Jeff Clemons, Chairman

Timothy P. Culpepper, CEO

MEMORANDUM OF AGREEMENT BETWEEN CULLMAN COUNTY COMMISSION

AND

CULLMAN COUNTY FAIR ASSOCIATION

This agreement is made and entered into between the CULLMAN COUNTY COMMISSION and Cullman COUNTY FAIR ASSOCIATION.

PURPOSE AND SCOPE: The purpose of this MOA is to reach an agreement that will result in the Cullman County Commission's use of a portion of leased land from the Cullman County Fair Association for storage of equipment used to maintain Sportsman's Lake Park.

BACKGROUND:

The Cullman County Fair Association leased property from the Cullman County Commission on March 15, 2010. (Exhibit A). The Cullman County Commission needs a portion of the land currently leased to the Cullman County Fair Association to build a storage facility to hold equipment used to maintain Sportsman's Lake Park. The land used by the Cullman County Commission is attached as (Exhibit B).

CULLMAN COUNTY RESPONSIBILITIES UNDER THE MOA:

- 1. Labor and material to construct the storage building.
- 2. To maintain and enclose the area in Exhibit A and connect to the existing fence.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

 This agreement will be in full force as long as the Cullman County Fair Association leases the land from the Cullman County Commission.

EFFECTIVE DATE AND SIGNATURES:

This MOA shall be in effect upon the signature of the Cullman County Commission and the Cullman County Fair Association.

Signatures to the Agreement:

WITNESSES:

Thousukuiner Thousukuiner Thousukuiner CULLMAN COUNTY COMMISSION

Chairman

Associate Commissioner

Associate Commissioner

WITNESSES:

Sporte alest

CULLMAN COUNTY FAIR ASSOCIATION

Charles Children

By: Chueles Childers

Its: PRES: denT

Aprila West

By: Barry Willingham Ins: Treasurer

MEMORANDUM OF AGREEMENT BETWEEN CULLMAN COUNTY COMMISSION AND

CULLMAN COUNTY FAIR ASSOCIATION

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1. Labor and material to construct the storage building.

2. To maintain and enclose the area in Exhibit A and connect to the existing fence.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

 This agreement will be in full force as long as the Cullman County Fair Association leases the land from the Cullman County Commission.

EFFECTIVE DATE AND SIGNATURES:

This MOA shall be in effect upon the signature of the Cullman County Commission and the Cullman County Fair Association.

Signatures to the Agreement:

WITNESSES:

Thank Wewinds Thank Wewinds Thank Wewinds

WITNESSES:

Aprila West

Sperla West

CULLMAN COUNTY COMMISSION

Chairman

Associate Commissioner

Associate Commissioner

CULLMAN COUNTY FAIR ASSOCIATION

Charles Chiller

By: Chusles Childens

Its: Paes: denT

Dany L

Its: Treasurer



Remit To: Harris Computer Systems PO BOX 74008484 Chicago, IL 50574-8484 Invoice Date Page

LGMN00000007725 08/25/2021

1 of 1

Bill to

CULLMAN COUNTY COMMISSION Gary Teichmiller 500 2nd Avenue SW Room 105 Cullman, AL 35055 USA

Ship to CULLMAN COUNTY COMMISSION Gary Teichmiller 500 2nd Avenue SW Room 105 Cullman, AL 35055 USA

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d Payment Terms	Shipping Method	Salesperson ID	Customer No.	PO Number	
Due Upon Receipt	DELIVERY		CUL10		
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Ordered	Item Number	Description	Unit Price	Ext Pri
1.00	CSI-HLG SAAS SF	SmartFusion Application Delivery Services (SFADS) Per User Per	US\$5,728.88	US\$5,728,-
1.00	CSI-HLG SAAS SF	Year: November 2021 to October 2022	0000,120.00	0000,720,
1.00	OOI-LIEG SAWO OL	Employee Self-Service Annual Hosting/Maintenance >150: November 2021 to October 2022	US\$1,670.92	US\$1,670.
	CSI-HLG MAINT SF	System Manager - SF: November 2021 to October 2022	11000000000	
	CSI-HLG MAINT SF	Accounts Payable - SF: November 2021 to October 2022	US\$555.65	US\$565.
	CSI-HLG MAINT SF	Bank Reconciliation - SF: November 2021 to October 2022	US\$999.21	US\$999.
1.00	CSI-HLG MAINT SF	Fixed Assets - SF: November 2021 to October 2022	US\$281.83	US\$281
1.00	CSI-HLG MAINT SF	Budget Proparation - SF: November 2021 to October 2022	US\$554.75	US\$554.
1.00	CSI-HLG MAINT SF	Fund Ledger. November 2021 to October 2022	US\$956.68	US\$956
	CSI-HLG MAINT SF	Payroll - SF: November 2021 to October 2022	US\$1,397.70	US\$1,397.
1.00	CSI-HLG MAINT SF	Insurance & Benefits - SF: November 2021 to October 2022	US\$1,364.59	USS1,364
	CSI-HLG MAINT SF	Personnel - SF: November 2021 to October 2022	US\$642.75	US\$642.
	CSI-HLG MAINT SF	Project Reporting - SF: November 2021 to October 2022	US\$921.23	US\$921.
	CSI-HLG MAINT SF	Purchasing - SF: November 2021 to October 2022	US\$307.44	US\$307.
	CSI-HLG MAINT SF	Time and Attentioned let of an Standard 2022	US\$990.29	US\$990.
	out the live of the	Time and Attendance Interface - Standard - SF: November 2021 to October 2022	US\$828.54	US\$826.
	CSI-HLG MAINT SF	SmartQuery - SF: November 2021 to October 2022	LICACITO LO	
1.00	CSI-HLG MAINT SF	SF Maintenance (AP Check RPT): November 2021 to October	US\$278.49	US\$278.
	CSI-HLG MAINT SF	2022	US\$42.89	US\$42
		Payroll Customization SFPR-1659: November 2021 to October 2022	US\$1,137.82	US\$1,137.
	se date of IEIIIII18(O) II	fundable. Please note that we require 90 day written notice prior to corder to cancel any modules without a penalty fee.	Sublofal Misc Tax Freight	US\$18,657.6 US\$0.0 US\$450.3 US\$450.0
- Cues	uonor Fiesse Call 21 1-3	968-847-7747 or e-mail ar_hlg@harr/scomputer.com	Trade Discount	US\$0.0
			Total	US\$19,108.1



224 Froad Street Suite 201 Gadsden, AL 35901 Tel (256) 543-9431 Fax (256) 543-9437

cdge.com

November 5, 2021

Mr. Matt Kinsland Cullman County Commission 500 Second Avenue SW, Room 105 Cullman, Alabama 35055

Re: Cullman County Safe Room Backup Cullman County Commission Cullman, Alabama

Dear Mr. Kinsland:

We have checked the bids that were received on October 29, 2021 and have determined that the bids are in order. We recommend the contract be awarded to the low bidder as follows:

A & S Electrical Contractors, Inc.----\$56,500.00

Also enclosed is a copy of the bid tabulation for your use.

If you have any questions, please let me know.

Sincerely,

CDG Engineers & Associates, Inc.

Chris Ross, P.E. Market Director

Enclosure

BID TABLLATION
Project Name: Cullman County Safe Roos-Power Backup
Owner: Cullman County Commission
Bid Date: October 29, 2021
Bid Time: 10:00 AM

CERTIFIED TRUE AND CORRECT:

Christopher Michael Ross, P.E. Ala. Ros. P.E. #24739

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, November 9, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Property located at 310 3rd Ave. NE, Cullman, AL 35055. At this time scaled 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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager at (256) 775-4925, or sbailey@co.cullman.al.us.

BOND Construction, LLC
Company

1001 30th Ave. Northport, AL 35476
Mailing Address

205-349-1560
Phone/Fax
Scott Bond
Representative

BID PRCE: \$ 149,000.00

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, November 9, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Property located at 310 3rd Ave. NE, Cullman, AL 35055. At this time sealed bids will be publicly opened and read aloud.

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All bids must comply with State of Alabama bid requirements, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager at (256) 775-4925, or shailey@co.cullman.al.us.

BID PRCE: \$ 169,940.00

Willoughby Roofing & Sheet Metal, Inc.

111 2nd Ave NE Cullman, AL 35055 Mailing Address

256. 734.1387 (Office)

256. 734. 1190 (FAX)

Phone/Fax

Representative

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, November 9, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-rooting project for the Cullman County Property located at 310 3rd Ave. NE, Cullman, AL 35055. At this time scaled bids will be publicly opened and read aloud.

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All bids must comply with State of Alabama bid requirements, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager at (256) 775-4925, or shailey@co.cullman.al.us.

BID PRCE: \$ 217,500.00

Two Hundred Seventeen Thousand Five Hundred Dollars

GKL Companies, Inc
Company

112 Rainbow Industrial Drive
Mailing Address

Rainbow City, AL 35906

256-413-4639/256-413-4639

Randall Lipscomb

Representative

Phone Eax

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday, November 9, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for a complete re-roofing project for the Cullman County Property located at 310 3rd Ave. NE, Cullman, AL 35055. 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, including applicable bonds (bid bond 5% of bid, not to exceed \$10,000.00).

Any questions regarding this bid should be directed to Shane Bailey, Facilities & Equipment Manager at (256) 775-4925, or sbailey@co.cullman.al.us.

BID PRCE: 5,309,600 Three Hundred Nine Thousand Six Hundred Wolfer

Johns and Kirksey, Inc.

5424 Metro Park Drive

Mailing Address

Tuscalousa. AL 39405

205-759-2830, 205-345-0693

Phone/Fax.

Representative

William E. Johns, President

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, November 4, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for traffic signs. At this time scaled bids will be publicly opened and read aloud.

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

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

The Award of the bid will be made by the Cullman County Commission on behalf of all the indicated governmental entities. Price bid will include all freight charges.

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

All orders must be delivered within fourteen(14) days from date of order.

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

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

Total Bid Price \$ 78577.42

256-435-5014 Phone

Company

850 Whites Gap Rd Mailing Address

Jacksonville, AL 36265

Fax

Representative

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
18"X24"	R12-2	Axle Weight Limit Tons	20	18.24	364.80
24"x30"	R12-2	Axle Weight Limit Tons	20	30.40	608.00
040X14X16	SVM-V1	Slow Moving Vehicle	5	12.95	64.75
24"x24"	W41-4A	Watch for Children	20	24.32	
24"X24"	N-12	Deaf Child Area	5	24.32	121.60
12"X18"	R7-8B	Handicapped Parking Only	10	9.12	91.20
18"X18"	D9-6	Handicapped	5	13.68	68.40
12"X18"	R7-8A	Reserved Parking	5	9.12	45.60
18"X12"	M1-6A	Arrows	350	10.04	3514.0
21"X15"	M1-6A	Arrows	150	14.65	2197.50
18"X24"	CV-9	Thanks for not Littering	40	18.24	729.60
18"X24"		Neighborhood Watch (2 colors)	10	20.06	200.60
18"X24"		Aluminum Blanks	50	13.68	684.00
18"X18"		Aluminum Blanks	50	10.26	513.00
24" X 24"		Aluminum Blanks	50	18.24	912.00
12"X6"		Aluminum Blanks	5	2.43	12.15
30"X72"		Aluminum Blanks	10	68.40	684.00
30"X30"		Aluminum Blanks	50	28.50	1425.00
%"X50YD		Black Border Tape	2	10.82	21.64
%"X50YD		White Border Tape	2	10.82	21.64
30"		STOP FACES P/S	50	10.88	544.00
24"		STOP FACES P/S	50	6.96	348.00
36"		STOP FACES P/S	25	15.66	391.50

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
18 ½"		RED DOTS for STOP AHEAD	100	3.88	388.00
18"	M1-6	County Route Marker	300	24.33	7299.00
24"	M1-6	County Route Marker	190	33.36	6338.4
24"	R1-1	Stop	20	23.35	467.00
30"	R1-1	Stop	115	36.48	4195.20
30"	W1-1	Turn Symbol	30	38.00	1140.00
30"	W1-2 L/R	Curve Symbol	30	38.00	1140.00
30"	W1-3 L/R	Curve Sign	30	38.00	1140.00
30"	W1-5 L/R	Winding Road Symbol	10	38.00	380.00
18"X24"	W1-8	Chevron Alignment Symbol	20	18.24	364.80
30"	W2-1	Crossroads Symbol	10	38.00	380.00
30"	W2-2	Side Road Symbol	10	38.00	380.00
30"	W3-1	Stop Ahead Symbol	20	40.25	805.00
30"	W5-2	Narrow Bridge	5	38.00	190.00
30"	W5-3	One Lane Bridge	5	38.00	190.00
30"	W7-1	Hill Symbol	5	38.00	190.00
30"	W8-1	Bump	10	38.00	380.00
30"	W8-2	Dip	10	38.00	380.00
30"	W8-7	Loose Gravel	30	38.00	1140.00
30"	W11-8	Advance Fire Station Symbol	10	38.00	380.00
30"	W11-10	Advance Truck Crossing Symbol	10	38.00	380.00
30"	W14-1	Dead End	30	38.00	1140.00

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

SIZE	STOCK	DESCRIPTION	ESTIMATED	PRICE	EXTENDED
30"	W14-2	No Outlet	QUANTITY		PRICE
	14.77	No Outlet	20	38.00	760.00
36"	W20-1	Road Construction Ahead	10	54.72	
36x36		Mowers Ahead Mesh Signs w/Ribs Orange	20	40:11	802.20
36x36	(i	Road Work Ahead Mesh Signs w/Ribs Orange	20	40.11	802.20
18x18		Solid Orange Vinyl Flags 24" Wooden Staff	40	5.00	200.00
30"	W21-1A	Men Working Symbol	10	38.00	
18"x 24"	R2-1	Speed Limit Blanks	10	18.24	182.40
24"x30"	R2-1	Speed Limit Blanks	10	30.40	304.00
12"x36"	H-1 L/R	Bridge/Object Markers	10	18.24	182.40
30"	W42-7	Trucks Entering	10	38.00	380.00
30"	W14-4	Limited Sight Distance	5	38.00	190.00
30"	W10-11	Truck Symbol	10	38.00	380.00
30"	N-12	Deaf Child Ahead	10	38.00	380.00
12x18"	R7-8A	Handicap Parking	10	9.12	91.20
48x24"	W1-7	Large Arrow	5	48.64	243.20
36"X12"	W1-6	ONE WAY ARROW	5	18.24	91.20
30x30"	R5-1	Do Not Enter	5	38.00	190.00
24x24"	R5-1	Do Not Enter	5	24.32	121.60
36X36X36"	R1-2	Yield	10	E3 E 2	319.20
30"x30"X30"	R1-2	Yield	10	23.41	234.10
12"X6"	R1-3	4-Way	20	2.95	59.00
12"X6"	R1-3A	3-Way	20	2.95	59.00

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTION	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE	
18"X18"	FL-1-6	Stop Slow Paddle	10 BAKED ENAMEL	24.76	247.60	
30"X30"	W-41-1	Blank	10	38.00	380.00	
30"X30"	W-41-2	Blank	10	38.00	380.00	
8"x 24"		Blank	30	8.15	244.50	
8' 2 lb/ft.		Enamel Post	300	14.72	4416.00	
10° 2 lb/ft.		Enamel Post	200	18.40	3680-00	
2"	С	Numbers	6	2.99	17.94	
3"	C	Letters and Numbers	2	5.07	10.14	
7**		Delineator Posts	.50	9.07	453.50	
8"	E PS**	Letters (Pack Contains 25)	2	19.87	39.74	
6"	C PS	Letters - like letters or	4	8.74	35.04	
4"	C PS	Letters – Numbers	6	8.43	51.78	
3"	C PS	Blank Numbers 0-1-2-3-4-5-6-7-8-9	Packet of each	5.38	53.80	
8"X50 yd	OF RIGHT	ORANGE & WHITE PRE-STRIPED BARICADE SHEETING High Intensity, P.S.	1 ROLL	155.00	155.00	
30"X50 yd	PS	Reflector High Intensity Sheeting Sq. Ft.	1	432.00	432.00	
6" X 50 yd	PS	Reflector Sheeting High Intensity	1	98.∞	88.00	
30"X30"	S3-1	School Bus Stop Ahead	20	38.00	760.00	
30"X30"	S1-1 **	School Crossing Sign	.5	38.00	190.00	
36"X36"	S2-1 **	School Crossing Sign	5	54.72	273.60	
24"x48"	S5-1	School/Speed Limit	5	48.64	243.20	
30"X30"	W11-2A	School Crossing Sign	5	38.00	190.00	
24"x36"	R12-	Weight Limit Signs 7 Vehicles	20	36.48	729.60	
24"x48"		Weight Limit Tons	20	48.64	972.80	

^{*}Quoting 1.12# per foot, green

SPECIFICATIONS FOR ROAD SIGNS

SIZE	STOCK	DESCRIPTIO N	ESTIMATED QUANTITY	PRICE	EXTENDED PRICE
24"X30"	R-12-1	Weight Limit	20	30.40	608.00
8'	High Intensity	BARICADES FEET & LEGS	10	350.00	3500.00
Standard Size for 8'	Barricade	FEET & LEGS ONLY	10	63.04	630.40
	SIGN STANDS W/OUT SPRINGS	ALUM LEGS	6	110.00	2777777777 lele0.00
30"	W-10-1	Railroad Crossing Sign	5	38.00	190.00
36"	W-10-1	Railroad Crossing Sign	5	54.72	273.60
48X48X36	W14-3	No Passing Zone	5	38.00	190.00
24X24		ADOPT-A- MILE	50	24.32	1216.00
36X36		MESH SIGNS ALL SIGNS W/RIBS	50	40.11	2005.50
	V-11	TRIPOD STAND	50	45.00	2250.00
18"		HIDDEN DRIVE YELLOW	50	13.68	684.00
5/16"X2 1/4"		CARRIAGE BOLTS	2000	.42	840.00
5/16"		NUTS	2000	.07	140.00
18"		CONES WITH WEIGHTED BASK	20	7.70	154.00
28"		CONES WITH WEIGHTED BASE	20	13.99	279.80
		SAFETY DRUMS WITH WEIGHTED BASE	20	58.81	1176.20

* Please See attached Bid Stipulations

TOTAL \$ 78,577.42

All signs .080 Aluminum High Intensity Facings. Signs will be orders on an "as needed" basic for a period of one year, beginning with the date of the award.

Unless specified, bid pricing is for High Intensity sheeting only.

Il signs must meet standard requirements of the Manual on uniform Traffic Control Devices. Any questions regarding this bid should be directed to Mr. Steve Johns at the County Road Dept. (256) 796-1336.

TRAFFIC SIGNS, Inc.

850 Whites Gap Road SE Jacksonville, Alabama 36265

Cullman County Bid Stipulations:

- Every effort will be made to complete and ship all orders in 1-30 days. Specialty signs
 may take longer. We have a staunch reputation for the quickest and best service in
 the industry.
- Traffic Signs, inc. reserves the right for our bids to be "all or nothing".
- Prices given on the bid are for <u>standard signs or sign faces only</u> which are listed in the MUTCD manual at the time of the bid opening.
- Posts must be ordered in quantities of 50 similar size and type.
- Unless specified, bidding of Type IV reflective sheeting is for standard colors only and does not include fluorescent sheeting.
- For signs such as County Route Markers and Weight Limits, the bid price does not include numbers unless specified.
- Type III Barricades must have a minimum order of 5 in order for Traffic Signs, Inc. to pay for shipping.
- Mesh signs must be standard logos and words only. A list of standard logos and words are available upon request.
- Drums included four stripes that are four inches tall made from Reboundable High Intensity sheeting. A tire ring base is included. Drums must be a minimum order of 5.
- We look forward to having you as a customer and delivering great products with great service.

Sincerely,

James Watson, President

Traffic Signs, Inc.

No Vember 1/2021

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, November 4, 2021, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for traffic striping. At this time scaled bids will be publicly opened and read aloud.

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

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

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

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

All bids must comply with State of Alabama bid requirements.

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.

SPECIFICATIONS FOR TRAFFIC STRIPING

This bid shall be to perform the work and supply the materials, as needed and described therein, for a one (1) year period beginning on the date of the award.

All work performed and all materials supplied shall conform to the requirements of the Ala. Dept. of Transportation's Standard Specification for Highway Construction, current edition, and any revisions or special issued since its publications, and also to the requirements of the U.S. Dept. of Transportation Manual on Traffic Control Devices.

		Price	per Mile
701A-004	Solid White, Class 1, Type A Traffic Stripe	S	595,00
701A-008	Broken Yellow, Class 1 Type A Traffic Stripe	\$	315.00
701A-012	Solid Yellow, Class 1, Type A Traffic Stripe	\$	595.00
701A-031	Solid White, Class 2, Type A Traffic	S	3,500.00
701A-035	Solid Yellow, Class 2, Type A Traffic Stripe	\$	3,500.00
701A-045	Broken Yellow, Class 2, Type Traffic Stripe	S	1,700.00
701C-000	Broken Temporary Traffic Stripe	\$	900.00
701C-001	Solid Temporary Traffic Stripe	\$	900.00
701G-083	Solid White, Class 2T, Type A Traffic Stripe	S	2,600.00
701G-086	Broken Yellow, Class 2T, Type A Traffic Stripe	\$	1,200.00
701G-089	Solid Yellow, Class 2T, Type A Traffic Stripe	\$	2,600.00
		Price	per Sq. Feet
703A-002	Traffic Control Markings, Class 2, Type A	\$	6.00
703B-002	Traffic Control Legends, Class 2, Type A	\$	6.00
703A-000	Traffic Control Markings, Class 1, Type A	S	3.00
703B-000	Traffic Control Legends, Class 1, Type A	\$	3,00
		Price	per Each
705A-037	Raised Reflective Pavement Markers Class A-H, Type 2-D	\$	6.00

J. C. Cheek Contractors, Inc. Company

0.0. Bix 1138, Kosciusko, MS 39090 Mailing Address (662) 289-1631 Fax: (662) 289-6806

Phone/Fax

Representative Hollde Casey/President

Any questions regarding this bid should be directed to the County Engineer, Bryan Cheatwood, at (256)-796-1336

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Ozark Striping Company Special Notes for Bids

Note: The total minimum dollar volume ordered for Class 1 Striping shall exceed two thousand, five hundred dollars (\$2,500.00) per work order.

Note: The total minimum dollar volume ordered for Class 2 Striping shall exceed seven thousand, five hundred dollars (\$7,500.00) per work order.

Note: The total minimum dollar volume ordered for Class 2T Striping shall exceed seven thousand, five hundred dollars (\$7,500.00) per work order.

Note: The total minimum dollar volume ordered for Control Markings & Legends Class 2 or Rumble Strips shall exceed one thousand, five hundred dollars (1,500.00) per work order.

Note: The total minimum dollar volume ordered for Temporary Traffic Stripe shall exceed one thousand dollars (\$1,000.00) per work order.

Note: The total minimum dollar volume ordered for Road Pavement Markers shall exceed one thousand, two hundred fifty dollars (\$1,250.00) per work order.

Note: Prices quoted in this bid do not include any cleaning of roadway, no sweeping, no cutting of grass from shoulders, no debris removed and no washing of roadway.

Note: These items are quoted under ALDOT Specifications prior to any special provisions.

Note: Ozark Striping Company will accept this bid on an all or none basis only.

Note: Ozark Striping Company requires at least 14 days notice before work can begin for scheduling purposes. We would also request that you send us your work orders in a group that contains a 10 Mile Minimum. We would also request at least 14 days to complete our work order. If you accept our bid and issue a purchase order, these terms and conditions will apply.

Note: All 2T lines will be shot at 60 mil.

Leon M. Gross, III - President

SPECIFICATIONS FOR TRAFFIC STRIPING

This bid shall be to perform the work and supply the materials, as needed and described therein, for a one (1) year period beginning on the date of the award.

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701A-004	0.1/1994	Price per Mile
	Solid White, Class 1, Type A Traffic Stripe	S 775.00
701A-008	Broken Yellow, Class 1 Type A Traffic Stripe	\$ 390.00
701A-012	Solid Yellow, Class 1, Type A Traffic Stripe	\$ 775.00
701A-031	Solid White, Class 2, Type A Traffic	175.00
701A-035	Solid Yellow, Class 2, Type A Traffic Stripe	4 24200
701A-045	Broken Yellow, Class 2, Type Traffic Stripe	
701C-000	Broken Temporary Traffic Stripe	\$ 1,725.00
701C-001	Solid Temporary Traffic Stripe	\$ 900.00
701G-083	Solid White, Class 2T, Type A Traffic Stripe	\$ 900.00
701G-086	Broken Yellow, Class 2T, Type A Traffic Stripe	\$ 2,125.00
701G-089	Solid Valley, Class 21, Type A Traffic Sinpe	\$ 1,025.00
	Solid Yellow, Class 2T, Type A Traffic Stripe	\$ 2,125.00
703A-002	The Control No. 15	Price per Sq. Feet
703B-002	Traffic Control Markings, Class 2, Type A	\$ 5.50
703A-000	Traffic Control Legends, Class 2, Type A	\$ 5.50
	Traffic Control Markings, Class 1, Type A	\$ 2,50
703B-000	Traffic Control Legends, Class 1, Type A	\$ 3.00
		Price per Each
705A-037	Raised Reflective Pavement Markers Class A-H, Type 2-D	\$ 5.00

** PLEASE SEE ATTACHED OZARK STRIPING COMPANY, INC. SPECIAL NOTES **

Ozark Striping Company, Inc.

P.O. Box 847, Ozark, AL 36361 Mailing Address 334-774-2138, 334-774-9073

Phone/Fax

Representative Leon M. Gross, III - President

Any questions regarding this bid should be directed to the County Engineer, Bryan Cheatwood, at (256)-796-1336

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Note: All 2T lines will be shot at 60 mil.

Leon/M. Gross, III - President

Storm Drainage Twin Oaks Environmental

OPELIKA ALABAMA

Erosion Supplies

CULLMAN COUNTY COMMISSIONS CORRUGATED METAL PIPE BID Bid No. 1369 CONTRACT PERIOD 11/16/2021 to 2/16/2021

- Minimum order of \$4500 required for free freight. For orders less than this amount, there
 will be a \$2.50 per loaded mile added FOB plant in Winder Ga.
- Orders containing large diameter pipe of 102" or greater requires a wide load permit to transport. There will be an added \$2.00 per loaded mile per truck added FOB plant in Winder Ga;
- RAW MATERIAL PRICE INCREASE EXCALATION CLAUSE; Upon advanced written notice to Cullman County Commissions, Twin Oaks Environmental shall be entitled to an immediate adjustment of the price per foot of corrugated metal culvert pipe by the amount of the increase in Raw Materials costs where any increase in Raw Material costs increase the total price per foot of said pipe by 5% or more. Twin Oaks Environmental shall provide sufficient documentation to support any unit price adjustment.

County R	cpresentative
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CULLMAN COUNTY COMMISSION ROAD DEPARTMENT

CORRUGATED METAL CULVERT PIPE - PRICE PER LINEAR FT

BID NO. : 1369

CONTRACT PERIOD: 11-16-2021 TO 2-16-2021

	ORRUGATION	-	Pick-Up)		Delivered	
DIAM	GAGE	Round Galvinized.	Round Alumized	High Flow (n = approx 0.12)	Round Galvinized.	Round Alumized	High Flow
12"	16 (0.064)	16,22	17.101		18.43	19.43	14
15"	18	20.20	21,27		22.95	24.17	-
18"	18	24,17	25.47		27.47	28.94	
21"	16	27,98	29.48		31.80	33.50	-
24"	16	31,96	33,67	-	36.32	38.26	
30"	16	39,73	41.87		45.15	47.58	
36"	10	47,51	50.07		53.99		
42"	16	\$5.96	58,97	-	63.59	56.90	
48"	16	63.90	67,33	-	72.61	76.51	-
12"	14 (0.079)	Na	Na				
15"	14	24.83	26.17		Na.	Non	
18"	14	29,63	31.22		28.22	29.74	
21*	14	34 43	36,29	-	33.67	35.48	
24"	14	39. 23	41,34	-	39,13	41,24	1.0
30"	14	48.84	31.47		44.58	46.98	
36*	14	\$8.44	61.58		55.50	58.49	0.00
42"	14	68.04	71,70		66.41	69.98	1 1 1
48"	14	77.64	81.91		77.32	81,48	
21"	12 (0.109)		1000		88.23	92.97	
24"	12 (0.109)	47.47	58.01		53,94	56.83	
30"	12	54.09	5698		6,47	64.75	
36"	12	67.32	70.92		76.50	80.59	1 1 2 2 2 2 2
42°	12	80,56	84.85		91,58	96.42	
48"	12	93.78	98.79		66.57	112.26	-1-0
10	12	107.01	112.74		121-60	128.11	

High flow is the same price a either galvanized or Aluminized depending on the coating.

CORRUGATED METAL CULVERT PIPE - PRICE PER LINEAR FT

BID NO .: 1369

CONTRACT PERIOD: 11-16-21 TO 2-16-21

3" X 1" Corrugations		Picl	(-Up	
DIAMETER	GAGE	Round Galvinized.	Round Mumbred	
54*	12		THE RESERVE	
60"	12	146.37	153.64	_
68"	12	160.30	168.37	
72"	12	174,62	183.29	
78"	12	188.92	193.31	
84"	12	203.22	213.31	
90"	12	217.53	228.34	
96"	12	231.82	243,34	
54"	10	65.35	173.73	
60*	10	18352	192.83	
66"	10	202.62	212.89	
72"	10	221.74	232.98	
78"	10	239.87	252.05	
84"	10	258.05	271.14	
80"	10	276.20	240.21	- "
98"	10	295.37	310.04	

De	Ivered	
Round Galvinized.	Round Alumbad	
166.33	1711 50	
182.16	101 23	
198. 44	208.28	
214.68	225,35	
230.43	242,40	
247.19	259.48	
263.43	276,52	
187.90	197,42	
208.56		
230,25	241,93	
251.98	270.91	
272 58 .	286.42	
293.24	308.11	
313,86	329.78	
335.64	352.32	

3" X 1" Corrugations		Pic	k-Up	
SPAN-RISE (DIAMETER)	GAGE	Round Galvinized.	Round Alumized	
64"X43" (54")	12	138.87	145.43	-
71"X47" (60")	12	157.51	163.49	
77"X52" (66")	12	70.95	174.62	
83"x57" (72")	12 .	186.21	195.65	
87"x83" (78")	12	201.48	22.38	
95"x87" (84")	12	216.72	227.71	
103"x71" (90")	12	231.99	243.74	
112"x75" (96")	12	247,22	259.78	
64"X43" (54")	10	176.93	185.89	
71"X47" (60")	10	196.36	206.33	
77"X52" (66")	10	216, 80	227,79	
83"x57" (72")	10	237, 24	249.29	
87"x63" (78")	10	258.06	269.69	
95"x67" (84")	10	276.10	290.12	
103"x71" (90")	10	245,53	310,52	

Del		
Round Gatvinized.	Round Alumized	
157,81	165.83	
178.99	185.78	
194.26	204.11	
211.60	222.33	
228.93	241.34	
246.27	258.76	
263.63	276.98	
230.93	295.10	
201.06	211.24	-
223.14	234.47	
246.36	28.85	
269,59	283.28	
293.25	306.47	
313.75	329.68	
335.83	352.86	

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CORRUGATED METAL CULVERT PIPE - PRICE PER LINEAR FT

BID NO.: 1369

CONTRACT PERIOD: 11-16-21 TO 2-16-21

1-2/3" X 1/2" CO	RRUGATION	Pic	k-Up	Delivered	
SPAN-RISE (DIAMETER)	GAGE	Round Galvinized.	Round Akımized	Round Round Gelvinized. Alumized	VI
17"X13" (15")	16 (0.084)	21.62	22.76	24.57 25.86	
21"X15" (18")	16	25.86	27.25	29.39 38.97	-
24"X18" (21")	16	29.94	31.55	34.02 35.85	1
28"X20" (24")	16	34. 20	36.03	3886 46.94	
35"X24" (30")	16	42.51	44.80	48.31 50.91	
42"X29" (36")	18	50,83	53.57	57.76 60.88	
49"X33" (42")	16	59, 86	63.10	68.05 71.71	
57"X38" (48")	16	68.37	72.04	77.69 81.86	
17"X13" (15")	14 (0.079)	26.57	28.00	30.19 31.82	11
21"X15" (18")	14	31,70	33.41	36.02 37.97	
24"X18" (21")	14	36.84	38.83	41.86 4,13	
28"X20" (24")	14	41.98	44.23	47.70 86.26	1
36"X24" (30")	14	52.26	\$5.07	59.39 62.58	
42"X29" (36")	14	62.53.	65.90	71.06 74.89	-
49"X33" (42")	14	72.80	76.72	82.73 87.18	
57"X38" (48")	14	83.07	81,54	व्यापा वरा पर	
24"X18" (21")	. 12 (0.109)	50.80	47.09	57.73 53.51	
28"X20" (24")	12	57,91	60.97	65.80 69.28	
35"X24" (30")	12	72.03	75.89	81.85 86.24	
42"X29" (38")	12	86.19	90.80	97.94 103.18	-1
49"X33" (42")	12	100.35	105.72	114.03 120.14	
57"X38" (48")	12	114.5)	120.63	130.13 137.08	

CORRUGATED METAL CULVERT PIPE - PRICE PER LINEAR FT

BID NO.: 1369

CONTRACT PERIOD: 11-16-2

10

TO 2-16-2

Delivered

349.80 367.55

BAND CHARGE

112"x75" (96")

12 INCH-36 IIX DIA, PER FT. IX

42 INCH-60 B X DIA, PER FT. 1.5x 68 INCH ANEX DIA, PER FT. 1.5y

307.82 323.44

LIFTING LUGS:

\$ 15 ea.



Jeff Clemons Chairman

John Bullard County Administrator Kerry Watson Associate Commissioner, Place 1

Garry Marchman Associate Commissioner, Place 2

The Cullman County Commission approved moving December Meeting date from December 21, 2021 to December 28, 2021.

Attest:

Tiffany Merriman

County Clerk

eff Clemons,

Chairman

Kerry Watson,

Associate Commissioner

Garry Marchman,

Associate Commissioner