

**CULLMAN COUNTY COMMISSION AGENDA**  
**May 18, 2021**

1. Call to order and welcome guests
2. Call of Roll to Establish Quorum, Invocation and Pledge of Allegiance
3. Approve the minutes of the April 20, 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. Proclamation: Honoring Alexandria Flanigan Miss Alabama USA
- B. Recognition: David Tucker retiring after 10 years of service with the Road Department
- C. Resolution 2021-18: Tax Abatement for Project Ride in the investment of \$4,010,000.00
- D. Resolution 2021-19: Consider authorizing resolution to refinance water bonds
- E. Resolution 2021-20: Condemnation for easement property rights related to Parcel ID 09 05 16 3 001 012 003 and 09 05 16 3 001 012 001 necessary at Cullman Regional Airport
- F. Consider the purchase of a soft serve ice cream machine for Sportsman Lake Park-lowest quote from Dykes Foodservice Solutions in the amount of \$14,181.64
- G. Consider amending the definition of "relative" in the county nepotism policy to allow hiring cousins, aunt/uncles. All considerations regarding chain of command employment restrictions will remain in place
- H. Consider submitting a letter of intent and/or proposals to pursue opportunities with Major League Fishing Tournaments in partnership with the City of Cullman and Cullman Area Chamber of Commerce and authorize Chairman to sign partnership letter
- I. Consider a one-time additional allocation of \$500.00 to polling places that currently receive an annual allocation for upkeep and maintenance
- J. Consider amending the amount that is subject to Commission approval from \$10,000 up to the bid limit for vehicles and construction equipment purchases only, to allow the Facilities and Equipment Manager more flexibility
- K. Consider the Surplus of a 2005 Chevrolet Colorado from the Road Department to be auctioned on GovDeals
- L. Consider purchasing Express Vote machines to provide assistance to voters with disabilities. The net cost to the Cullman County Commission will be \$8,775.00 for license, maintenance, and support

- M. Consider approval to paint the County Garage-lowest quote from Bryant Enterprises in the amount of \$10,500
  - N. Consider approval of the Automatic Weather Observation Station Bid at the Cullman Regional Airport as recommended by Goodwyn, Mills and Cawood, Inc
  - O. Consider authorization of Swamp John's food truck to use the south parking lot of the Cullman Courthouse on June 14, 2021 from 3:00pm-9:00pm
  - P. Consider authorization of Agcor Steel LLC to use the south parking lot of the Cullman County Courthouse on May 28, 2021 from 7:00am to 4:00pm
  - Q. Authorize Chairman Clemons to sign as Authorized Representative for the American Rescue Plan Act Funds
  - R. Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$183,000 as the fiscal agent for Lauderdale County
  - S. Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$91,900 as the fiscal agent for Jackson County
  - T. Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$207,752 as the fiscal agent for Cullman County
  - U. Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$157,505 as the fiscal agent for Blount County
  - V. Authorize Chairman Clemons to sign Contract for Professional Services for the design and construction required to maintain the 100-foot runway pavement width at the Cullman Regional Airport as part of the runway reconstruction project
  - W. Proposed plat Eastern Shores at Catoma Phase 1. A minor subdivision containing 27 Lots located in District 3 off county Road 1462
  - X. Proposed plat Deer View Estates. A minor subdivision containing 14 Lots located in District 4 off County Road 794 and County Road 793
  - Y. Proposed plat Park Side Estates. A minor subdivision containing 10 Lots located in District 3 off Hulaco Road(County Road 1598) and Herman church Road(County Road 1570)
  - Z. Bid #1347: One used Roadbed Processor: No bidders-Rebid
  - AA. Bid #1348: Concrete-Ready Mix USA
6. The next Commission Work Session will be Tuesday, June 15, 2021 at 4:30 p.m. in the Commission Meeting Room
7. The next Commission Meeting will be Tuesday, June 15, 2021 at 6:00 p.m. in the Commission Meeting Room

8. Adjourn

## **CULLMAN COUNTY COMMISSION MEETING**

### **May 18, 2021**

#### **CALL TO ORDER AND WELCOME GUESTS**

Chairman Clemons called the Meeting at 6:00 pm.

#### **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 Engineer Bryan Cheatwood, and County Attorney Emily Johnston. Pastor Matt Smith gave the invocation. William Gentry led the Pledge of Allegiance.

#### **APPROVE THE MINUTES OF THE April 20, 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 April 20, 2021 meeting, appropriations, expenditures, personnel actions, payroll, and requisitions and approve all journal entries to be posted. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

#### **PUBLIC COMMENTS/UPDATES**

Doug Davenport, Park Director, addressed the Commission and stated we had the BASS Master College Fishing Tournament at Smith Lake Park on May 14, 2021, and May 15, 2021. There were 31 different states with 261 Team Anglers. The tournament was a joint effort, and I want to thank the Chamber of Commerce, the City of Cullman, and Cullman county. My staff did an amazing job.

We have more than sixty events planned for the County Park and Rec this year. As one event goes by, we try to see how we can improve the event for the next year. We have a Memorial Day Festival this year. The 4<sup>th</sup> of July falls on a Sunday this year, and we will have our 4<sup>th</sup> of July on Sunday, July 4, 2021.

Our Sweet Potato Festival is September 5, 2021, and September 6, 2021. I would like to thank Senator Gudger, Representative Shedd, and all the other Representatives who pushed for the sweet potato to be Alabama's vegetable. Alabama did not have an official state vegetable. A teacher and twelve to sixteen students from Harvest conducted the research. I would like to recognize them. Governor Ivey signed off on the sweet potato being the official vegetable for Alabama. It is unique in that it was signed on the 25<sup>th</sup> Anniversary of our Sweet Potato Festival at the park. I would also like to thank Chris Barnes. He donated 280 bags of sweet potatoes. Brittany Heron, Park Manager at Smith Lake Park, and myself carried those bags of sweet potatoes to Montgomery to give to all the Senators and Representatives to show our thanks to them.

Some of the big events we have at the Parks is the Jeep Jamboree at Stoney Lonesome OHV Park. We have people that come all the way from California. We the RC Race at the AG Center

that draws people from other countries. We are trying to have as many events as we can so we can produce revenue that will help our parks.

October 2, 2021, we will host Bass Fest at Smith Lake Park with several states represented with 496 anglers.

Our Winter Wonderland will be November 19, 2021-November 23, 2021.

I would like to thank everyone for your support. I also want to thank our staff. We are trying to make the citizens of Cullman County have a better and memorable time at our parks. All our events are posted on the Cullman County Park & Rec website. Our website has a full calendar of upcoming events.

### **NEW BUSINESS**

#### **Proclamation: Honoring Alexandria Flanigan Miss Alabama USA**

Commissioner Watson made a motion to approve the Proclamation: Honoring Alexandria Flanigan Miss Alabama USA. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

#### **Recognition: David Tucker retiring after 10 years of service with the Road Department**

Commissioner Watson stated David Tucker is not here. David worked for us at the Road Department. He is an outstanding employee. I tried to talk him out of retiring. I hope he enjoys his retirement. Commissioner Watson made a motion to approve the Recognition: David Tucker retiring after 10 years of service with the Road Department. Commissioner Marchman seconded, and the motion passed on a unanimous voice vote.

#### **Resolution 2021-18: Tax Abatement for Project Ride in the investment of \$4,010,000.00**

Stanley Kennedy, Project Manager with the City of Cullman Economic Development advised this is a project that is going to be in the County. Project Ride is an automotive manufacturer that makes customized parts, specially made for customized rides and does work on making custom vehicles as well. They are looking to build a new facility. This facility will also have a tourism aspect to it. This will allow people to not only see the product but also show how the product is made. This abatement is for \$240,498.00 over a ten-year period. For that abatement, we will receive a \$4,010,000.00 capital investment. We will also create \$136,448.00 of education revenue over the next decade. It will create five new jobs with wages between \$25.00-\$30.00 an hour. That is going to be \$286,000.00 additional payroll in our community for every year. So that will create another \$8,161.00 tax revenues a year and \$88,000.00 more dollars spent in our community for businesses. Commissioner Marchman made a motion to approve the Resolution 2021-18: Tax Abatement for Project Ride in the investment of \$4,010,000.00. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

#### **Resolution 2021-19: Consider authorizing resolution to refinance water bonds**

John Bullard, County Administrator, stated this is related to the approval you gave several months ago to look into the refinance of water bonds to see if we could save money for the County. Mr. David Cohen is here from Stifel. They have been working on this for us, and he has a resolution prepared as well.

Mr. Cohen stated this resolution allows the Chairman to sign once we sell bonds. There is a bond agreement that must be signed. It just allows us to lock in trade. It is a regulatory action. We will come back to you after we sell bonds for final approval so you can see the final number, and you will have the final say in the bond issue before we officially close it. Currently, the savings are about \$340,000 which is about 3.5% of the funds that we are refunding. It has all fees and everything, so that is what the County

would have. There is no extension of payments. We are just taking a low rate, and the average rate right now is about 324 and we are lowering that down to 170. So, those are not locked in. Those are just what the current rates are. Commissioner Watson made a motion to approve the Resolution 2021-19: Consider authorizing resolution to refinance water bonds. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Resolution 2021-20: Condemnation for easement property rights related to Parcel ID 09 05 16 3 001 012 003 and 09 05 16 3 001 012 001 necessary at Cullman Regional Airport**

Emily Johnston, County Attorney, stated this is strictly for an easement that is necessary out at the airport. FAA is putting forth a lot of money to resurface the runway, so as a result, it is necessary to move forward with condemnation of these easements to top trees so the landing for the aircraft coming in and out will be safe. As a part of that, outside counsel will be used to move forward with this action.

Commissioner Marchman stated all your saying is there is a height restriction you can put on a property? Emily Johnston, County Attorney, advised that is correct. Commissioner Marchman made a motion to approve the Resolution 2021-20: Condemnation for easement property rights related to Parcel ID 09 05 16 3 001 012 003 and 09 05 16 3 001 012 001 necessary at Cullman Regional Airport. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider the purchase of a soft-serve ice cream machine for Sportsman Lake Park-lowest quote from Dykes Foodservice Solutions in the amount of \$14,181.64**

Doug Davenport, Park Director, addressed the Commission and stated we received two bids. This is the lowest quote. This machine is identical to the one we have now. The machine we have currently sometimes serves consistently, and sometimes it does not. It also makes a knocking noise, and it is over 12 years old. It will take us from four to twelve weeks to get it in. Commissioner Watson made a motion to consider the purchase of a soft-serve ice cream machine for Sportsman Lake Park-lowest quote from Dykes Foodservice Solutions in the amount of \$14,181.64. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider amending the definition of " relative" in the county nepotism policy to allow hiring cousins, aunt/uncles. All considerations regarding the chain of command employment restrictions will remain in place**

Judy Bradford, Human Resource Manager, advised our existing nepotism policy in Cullman county is a lot more restrictive than what the state policy requires. In addition to all the normal restrictions, you cannot employ relatives in the chain of command. Our policy gets into the definition of relatives, and it goes far beyond the normal spouses, children, parents, etc. It gets down into aunts, uncles, and cousins. We have had a request from a Department Head to look at changing those definitions. We have missed out on some good applicants in the past few years because of our restriction in the definition of relatives. In this employment climate, we cannot afford to miss any good applicants. We would like to ask the Commission to consider amending those definitions to remove aunt, uncle, and first cousin as a restriction in the nepotism policy. This does not change anything about the body of the policy itself. As far as hiring in the chain of command, it just changes the definition of those three relative positions. Commissioner Watson made a motion to amend the definition of " relative" in the county nepotism policy to allow hiring cousins, aunt/uncles. All considerations regarding the chain of command employment restrictions will remain in place. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Consider submitting a letter of intent and/or proposals to pursue opportunities with Major League Fishing Tournaments in partnership with the City of Cullman and Cullman Area Chamber of Commerce and authorize Chairman to sign partnership letter**

Doug Davenport, Park Director, stated this is just asking for a letter of intent. This is not a guarantee. Everyone was happy with the accommodations at the park. We had 40 plus anglers that stayed at the park. The rest of the anglers were in hotels or Airbnb. We would like to ask for the letter of intent so we can pursue the partnership with the City and Chamber of Commerce as well. Commissioner Watson made a motion to approve submitting a letter of intent and/or proposals to pursue opportunities with Major League Fishing Tournaments in partnership with the City of Cullman and Cullman Area Chamber of Commerce and authorize Chairman to sign partnership letter. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider a one-time additional allocation of \$500.00 to polling places that currently receive an annual allocation for upkeep and maintenance**

John Bullard, County Administrator addressed the Commission and stated this will be about \$18,500 and is a one-time allocation to help with the upkeep of the polling precincts. There have been some issues with maintenance and upkeep at the precincts.

Commissioner Marchman stated a lot of these places depend on people to rent the facilities and because of COVID, they have not been able to rent out the facilities. The money the polling places make off rentals is how they pay someone to do the upkeep and maintenance to the sites. Commissioner Marchman made a motion to approve a one-time additional allocation of \$500.00 to polling places that currently receive an annual allocation for upkeep and maintenance. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider amending the amount that is subject to Commission approval from \$10,000 up to the bid limit for vehicles and construction equipment purchases only, to allow the Facilities and Equipment Manager more flexibility**

John Bullard, County Administrator, advised this will give Shane Bailey, Facilities and Equipment Manager more flexibility and will help Department Heads. It will also save the county money.

Chairman Clemons stated I would like to say Shane has really hit the ground running and is saving the taxpayers a lot of money. That is what we are here to do.

Commissioner Watson made a motion to approve a one-time additional allocation of \$500.00 to polling places that currently receive an annual allocation for upkeep and maintenance. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider the Surplus of a 2005 Chevrolet Colorado from the Road Department to be auctioned on GovDeals**

Commissioner Marchman made a motion to approve the Surplus of a 2005 Chevrolet Colorado from the Road Department to be auctioned on GovDeals. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Consider purchasing Express Vote machines to provide assistance to voters with disabilities. The net cost to the Cullman County Commission will be \$8,775.00 for license, maintenance, and support  
Consider approval to paint the County Garage-lowest quote from Bryant Enterprises in the amount of \$10,500**

John Bullard, County Administrator, advised this is an opportunity to replace all the handicapped voting machines. All the machines that are currently in the precincts are outdated and are being discontinued. The Secretary of State sent an email to Probate Judge Brown and is making an offer we can hardly refuse.

They will use the remainder of our HAVA funds, which is just over \$1,900.00, and they will supplement the difference for the express voting machines, which is over \$130,000.00. Then the County will be responsible for the maintenance contract, which is \$8,775.00. We just need to approve the \$8,775.00, and this will put Express Voting Machines in every precinct in the County. Commissioner Watson made a motion to approve the purchasing Express Vote machines to provide assistance to voters with disabilities. The net cost to the Cullman County Commission will be \$8,775.00 for license, maintenance, and support. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Consider approval to paint the County Garage-lowest quote from Bryant Enterprises in the amount of \$10,500**

Commissioner Marchman made a motion to approve to paint the County Garage-lowest quote from Bryant Enterprises in the amount of \$10,500. Commissioner Watson seconded. The motion passed on a unanimous voice vote.

**Consider approval of the Automatic Weather Observation Station Bid at the Cullman Regional Airport as recommended by Goodwyn, Mills, and Cawood, Inc**

Ben Harrison, Airport Manager, addressed the Commission and stated this is the Automated Weather Observation Station that has exceeded its useful life at the airport. It is used for current weather conditions at the airport. The National Weather Service also uses this for weather North to South from Huntsville to Birmingham and East to West from Haleyville to Albertville. A grant has been obtained for this Automated Weather Observation Station. The grant will pay for most of the cost, and we need to move forward with the bid. Commissioner Watson made a motion to approve the Automatic Weather Observation Station Bid at the Cullman Regional Airport as recommended by Goodwyn, Mills, and Cawood, Inc. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Consider authorization of Swamp John's food truck to use the south parking lot of the Cullman Courthouse on June 14, 2021, from 3:00 pm-9:00 pm**

Commissioner Marchman made a motion to approve Swamp John's food truck to use the south parking lot of the Cullman Courthouse on June 14, 2021, from 3:00 pm-9:00 pm. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

**Consider authorization of Agcor Steel LLC to use the south parking lot of the Cullman County Courthouse on May 28, 2021, from 7:00 am to 4:00 pm**

Commissioner Watson made a motion to approve the authorization of Agcor Steel LLC to use the south parking lot of the Cullman County Courthouse on May 28, 2021, from 7:00 am to 4:00 pm. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Chairman Clemons to sign as Authorized Representative for the American Rescue Plan Act Funds**

John Bullard, County Administrator, advised this has to do with the American Rescue Plan that we are supposed to receive just over \$16 million. The first allocation will come as soon as we finalize the paperwork. I have already submitted our application to the portal, but Chairman Clemons must sign to commit the County to receive those funds. We just need approval for Chairman Clemons to sign. Commissioner Marchman made a motion to approve Chairman Clemons to sign as Authorized Representative for the American Rescue Plan Act Funds. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$183,000 as the fiscal agent for Lauderdale County**

Kay Bell from Juvenile Probation stated this is a youth advocate program that gives youths the opportunity to keep kids in their communities. Commissioner Watson made a motion to approve Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$183,000 as the fiscal agent for Lauderdale County. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$91,900 as the fiscal agent for Jackson County**

Kay Bell from Juvenile Probation advised the process for each County is that the Chief signs the agreement and we just pay it. All four counties will cost around \$64,000.00. Commissioner Marchman made a motion to approve Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$91,900 as the fiscal agent for Jackson County. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$207,752 as the fiscal agent for Cullman County**

Commissioner Watson made a motion to approve Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$207,752 as the fiscal agent for Cullman County. Commissioner Marchman seconded. Upon a unanimous voice vote, the motion carried.

**Authorize Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$157,505 as the fiscal agent for Blount County**

Commissioner Marchman made a motion to approve Chairman Clemons to sign the Alabama Department of Youth Services Agency Grant Agreement for FY 2021-2023 in the amount of \$157,505 as the fiscal agent for Blount County. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Authorize Chairman Clemons to sign Contract for Professional Services for the design and construction required to maintain the 100-foot runway pavement width at the Cullman Regional Airport as part of the runway reconstruction project**

Ben Harrison, Airport Manager, advised this is our fiscal year 2021 project that will help rebuild the runway. We have been working on this for years and we are ready to move forward. Commissioner Watson made a motion to approve Chairman Clemons to sign Contract for Professional Services for the design and construction required to maintain the 100-foot runway pavement width at the Cullman Regional Airport as part of the runway reconstruction project. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Proposed plat Eastern Shores at Catoma Phase 1. A minor subdivision containing 27 Lots located in District 3 off county Road 1462**

Bryan Cheatwood, County Engineer, stated I recommend the approval of the proposed plat. Commissioner Marchman made a motion to approve plat Eastern Shores at Catoma Phase 1. A minor subdivision containing 27 Lots located in District 3 off County Road 1462. Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Proposed plat Deer View Estates. A minor subdivision containing 14 Lots located in District 4 off County Road 794 and County Road 793**

Bryan Cheatwood, County Engineer, advised this plat does meet all subdivision regulations, and I recommend approving the proposed plat. Commissioner Watson made a motion to approve the proposed plat Deer View Estates. A minor subdivision containing 14 Lots located in District 4 off County Road 794 and County Road 793. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Proposed plat Park Side Estates. A minor subdivision containing 10 Lots located in District 3 off Hulaco Road(County Road 1598) and Herman Church Road(County Road 1570)**

Public Comment-Paulette Leach addressed the Commission and stated we have property next to this proposed plat. I just want clarification. We have a cattle farm, and this plat is next to a large catch pen. I just want confirmation that someone is not going to come up six months to two years from now and say they want all this closed.

Commissioner Marchman stated we do not have an ordinance in the County that prevents you from having a catch pen on your property.

Commissioner Watson advised there is no zoning in the County.

Commissioner Marchman made a motion to approve Proposed plat Park Side Estates. A minor subdivision containing 10 Lots located in District 3 off Hulaco Road(County Road 1598) and Herman Church Road(County Road 1570). Commissioner Watson seconded. The vote passed on a unanimous voice vote.

**Bid #1347: One used Roadbed Processor: No bidders-Rebid**

Commissioner Watson made a motion to approve Bid #1347: One used Roadbed Processor: No bidders-Rebid. Commissioner Marchman seconded, and the motion passed upon a unanimous voice vote.

**Bid #1348: Concrete-Ready Mix USA**

Bryan Cheatwood, County Engineer, addressed the Commission and stated I do recommend approval of this service from Ready Mix USA. Commissioner Marchman made a motion to approve Bid #1348: Concrete-Ready Mix USA. Commissioner Watson seconded. Upon a unanimous voice vote, the motion carried.

**WORK SESSION**

Chairman Clemons announced the next Commission Work Session will be Tuesday, June 15, 2021, at 4:30 pm in the Commission Meeting Room

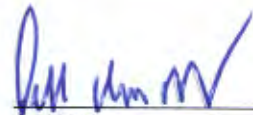
**NEXT REGULAR COMMISSION MEETING TUESDAY, JUNE 15, 2021**

Chairman Clemons announced the next Commission Meeting will be Tuesday, June 15, 2021, at 6:00 pm in the Commission Meeting Room

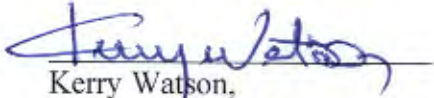
**ADJOURN THE MEETING**

Commissioner Watson made a motion to Adjourn.

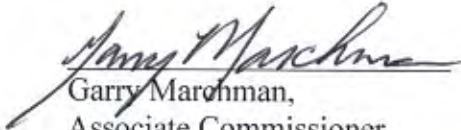
Commissioner Marchman seconded. Meeting was adjourned at 6:34 pm.



Jeff Clemons,  
Chairman



Kerry Watson,  
Associate Commissioner



Garry Marchman,  
Associate Commissioner

CULLMAN COUNTY  
COMMISSION

PROCLAMATION

***Honoring Alexandria Flanigan  
Miss Alabama USA***

***Whereas***, Ms. Alexandria Flanigan was born in Birmingham but grew up in Hanceville, graduating from Good Hope High School; and

***Whereas***, Ms. Flanigan, a Junior at the University of Alabama in Huntsville, is in a pre-law program majoring in Philosophy and with a minor in Political Science; and

***Whereas***, Ms. Flanigan is in the pre-law Honor Society Treasurer at UAH; and

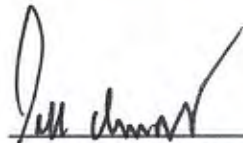
***Whereas***, Ms. Flanigan serves as a Filter of Hope Advocate Ambassador; and

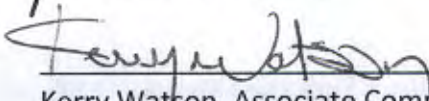
***Whereas***, Ms. Flanigan is the first representative from Cullman County to win the title as Miss Alabama USA; and

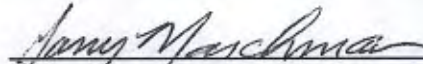
***NOW, THEREFORE, BE IT RESOLVED*** that the Cullman County Commission hereby honors Alexandria Flanigan for her dedication, perseverance, and accomplishments as reigning Miss Alabama USA.

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the Seal of Cullman County affixed this the **18<sup>th</sup> day of May 2021.**



  
Jeff Clemons, Chairman

  
Kerry Watson, Associate Commissioner

  
Garry Marchman, Associate Commissioner

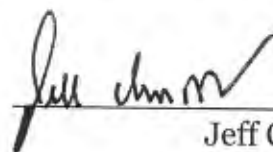
# CONGRATULATIONS ON YOUR RETIREMENT

## David Tucker

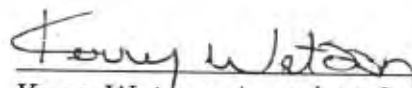
May the blessings of good health, the joy of good friends, a loving family  
and the contentment of a job well done fill your life with happiness!

Best wishes from all of your colleagues and friends at

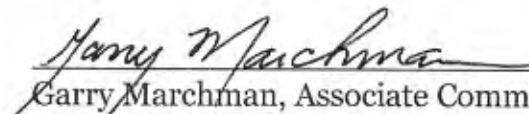
### CULLMAN COUNTY COMMISSION



Jeff Clemons, Chairman



Kerry Watson, Associate Commissioner



Garry Marchman, Associate Commissioner

May 2011 – May 2021

## RESOLUTION 2021-18

This Resolution is made this 18<sup>th</sup> day of May, 2021 (the Effective Date)  
by **Cullman County Commission, Alabama** (the Granting Authority), to grant a tax abatement  
for **Project Ride** (the Company).

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

☒ new project or major addition to their existing facility (the Project),

located within the jurisdiction of the Granting Authority; and

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

☒ all state and local noneducational ad valorem taxes,

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

all mortgage and recording taxes; and

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

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

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

WHEREAS, the construction of the project will involve capital investment of **\$4,010,00000** ; and

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

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

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

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

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

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

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

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

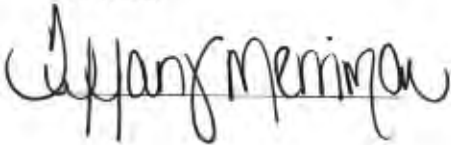
Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the foregoing was duly adopted by the **Cullman County, Alabama** of Alabama at a meeting held on the **20<sup>th</sup>** day of **April, 2021**.

BY:  L. S.

Its: Chairman

ATTEST:



**Project Ride**  
**Abatement & Educational Tax Revenue Estimate**  
**May 18, 2021**

	<b>Investment</b>
Land&Building	\$3,850,000
Equipment & Machinery	\$160,000
<b>Total Project</b>	<b>\$4,010,000</b>
<b>Sales Tax on Construction Materials</b>	
Total Plant Building Cost	\$3,850,000
Estimated Ratio of Cost of Materials	0.5
Cost of Materials	\$1,925,000
Education Sales Tax Rate = 1.6%	0.016
<b>Total Construction Sales Education Tax Revenues</b>	<b>\$30,800</b>
Percentage of Sales Tax Abated = 6.9%	0.069
<b>Total Abated Sales Tax</b>	<b>\$132,825</b>
<b>Use Tax On Equipment</b>	
Total Equipment	\$160,000
Education Use Tax Rate = .8672%	0.008672
<b>Total Sales Education Tax Revenues, Equipment</b>	<b>\$1,388</b>
Percentage of Use Tax Abated = 2.13%	0.02133
<b>Total Abated Use Tax</b>	<b>\$3,413</b>
<b>Ad Valorem Education Tax Revenues</b>	
Value of Project	\$4,010,000
Current Ratio of Assessed to Market Value	0.2
Tax Rate On Proposed Site	\$802,000
Education Millage Rate for the City of Cullman = 13 unabateable	0.013
<b>Annual Ad Valorem Education Tax Revenues</b>	<b>\$10,426</b>
Ten Year Period	10
<b>Total Ad Valorem Education Tax Revenues</b>	<b>\$104,260</b>
Abated Millage Rate = 13 Mills Abated	0.013
<b>Annual Abated Ad Valorem Taxes</b>	<b>\$10,426</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$104,260</b>
<b>Totals</b>	
Sales/Use Tax, Construction Materials	\$30,800
Sales/Use Tax, Equipment	\$1,388
Ad Valorem Taxes	\$104,260
<b>Total Education Tax Revenues Over 10 Years</b>	<b>\$136,448</b>
<b>Total Abated Sales Tax</b>	<b>\$132,825</b>
<b>Total Abated Use Tax</b>	<b>\$3,413</b>
<b>Total Ad Valorem Abated Tax Revenues</b>	<b>\$104,260</b>
<b>Total Taxes Abated over 10 Year Period</b>	<b>\$240,498</b>
The information provided herein in no way obligates any party to any formal commitment.	
These figures are only estimates. Actual figures will vary according to actual investment.	

## Tax Abatement Agreement

This agreement is made this **18<sup>th</sup>** day of **May, 2021**, (the Effective Date)  
by and between the **Cullman County Commission, Alabama** (the Granting Authority),  
and **Greening Auto Company, LLC.** (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System Code **336390**, meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f), **Code of Alabama 1975**, as amended.

WHEREAS, the Company has announced plans for a (check one):  
**XX** new project or major addition to their existing facility (the Project),  
located within the jurisdiction of the Granting Authority; and

WHEREAS, the Project is estimated to be completed by **1<sup>st</sup>** day of **January, 2026**; and

WHEREAS, the Project will be located in the County of **CULLMAN** (check whichever is applicable)

inside the city limits of **THE CITY OF CULLMAN**,

inside the police jurisdiction of **THE CITY OF CULLMAN**,

**X** outside the city limits and police jurisdiction of the City of **CULLMAN**; and

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

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

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

all mortgage and recording taxes; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

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

WHEREAS, at its meeting held on the 18<sup>th</sup> day of May, 2021 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

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

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

- ☒ owned by the entity applying for the abatement,

leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and,

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as described in any of the following 1987 Standard Industrial Classification Major Groups 20 to 39, inclusive 50 or 51, Industrial Group Number 737, or Industry Numbers 0724, 4613, 8731, 8733, or 8734, as set forth in the Standard Industrial Classification Manual published by the United States Government Office of Management and Budget; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational ad valorem taxes (if applicable) and/or all construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

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

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to

carry out provisions of the Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW THEREFORE, the Granting Authority and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

☒ (a) Noneducational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education;

☒ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 of the **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education;

(c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 of the **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement of such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated. (Check all that apply)

☒ (a) If no bonds are to be issued, noneducational ad valorem taxes are expected to be approximately **\$10,426** per year and the maximum period for such abatement shall be valid for a period of **10** years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

(b) If bonds are issued, noneducational ad valorem taxes are expected to be approximately \$ \_\_\_\_\_ per year and the maximum period for such abatement shall be for a period of \_\_\_\_\_ years, beginning the initial date bonds are issued to finance.

☒ (c) Construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately **\$136,238** and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be approximately \$ \_\_\_\_\_.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: **\$ 4,010,000;**

(b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially **4**      Year 1 **2**      Year 2 **0**      Year 3 **0**

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$208,000 Year 1 \$104,000 Year 2 \$0 Year 3 \$0;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

### GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their representative successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited to the abatement of (check all that apply):

☒ all state and local noneducational ad valorem taxes,

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

all mortgage and recording taxes fees for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

Greening Auto Company, LLC.  
(the Company)

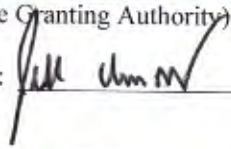
By: \_\_\_\_\_

Name: Jesse Greening

Title: Owner

Date: May 18, 2021

Cullman County Commission  
(the Granting Authority)

By:  \_\_\_\_\_

Name: Jeff Clemons

Title: Chairman

Date: May 18, 2021

## RESOLUTION 2021-19

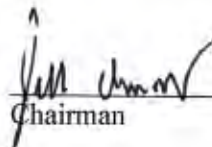
The Cullman County Commission, the governing body of Cullman County, Alabama (the "County"), has determined that, in order to realize certain interest cost savings that may be available under current market conditions, it will be necessary for the County to issue its Water Revenue Warrants, Series 2021, to be dated the date of delivery (the "Warrants"); and

In connection with the sale of the Warrants, it will be necessary for the County to enter into a Warrant Purchase Agreement (the "Warrant Purchase Agreement") with Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), on such sale date.

BE IT RESOLVED BY THE COUNTY COMMISSION OF CULLMAN COUNTY, ALABAMA (the "County"), AS FOLLOWS:

1. **Underwriter and Bond Counsel.** The Council hereby confirms the appointments of Stifel, Nicolaus & Company, Incorporated, as Underwriter, and Bradley Arant Boult Cummings LLP, as Bond Counsel, for the Warrants.
2. **Sale of Warrants.** The Underwriter is authorized to take such action as is necessary to rate and market the Warrants, and to prepare such Warrants for sale. Upon direction of and approval by the County, the Underwriter may market the Warrants when in their discretion conditions are favorable.
3. **Authorization to Sign Warrant Purchase Agreement.** Upon the sale of the Warrants, the County hereby authorizes and directs any one member of the County Commission or the County Administrator to execute a Warrant Purchase Agreement between the County and the Underwriter immediately following such sale, which shall be ratified by the Commission at its next meeting thereafter.

ADOPTED THIS 18th DAY OF May, 2021.

  
Chairman

ATTEST:  
  
County Clerk

## RESOLUTION 2021-20 TO CONDEMN PROPERTY

### BY THE CULLMAN COUNTY COMMISSION

May 18, 2021

WHEREAS, Cullman Regional Airport Board (the "Board") was created by the City of Cullman (the "City") and the Cullman County Commission (the "County"), pursuant to Chapter 2, Title 4 of the 1940 Code of Alabama on November 26, 1956 (the "Act"); and

WHEREAS, the Act and Amendments thereto (Alabama Code § 4-4-1, *et seq.*) provide any municipality operating a municipal airport with the power of eminent domain, to be exercised in the same manner and under the same conditions as are provided by law for the exercise of the power of eminent domain for other public purposes; and

WHEREAS, the City of Cullman, Cullman County, and the surrounding areas of North Alabama have undergone a tremendous amount of growth, leading to an increased demand for transportation by air in and out of the region, the Board desires to respond to this growth by expanding its facilities in order to increase the aviation services available to the citizens of the City and the County; and

WHEREAS, the Board desires that the City and the County condemn parcels of real property located to the west of the airport runway to allow the airport to better serve the growing aviation and transportation needs of the City and the County, and surrounding communities.

THEREFORE BE IT RESOLVED by the Board as follows:

1. That in the judgment and opinion of the County, it is in the public interest and necessary and expedient that the City and the County, acquire and/or condemn those certain parcels of land located at 102 County Road 1349, Vinemont, AL 35179 and 54 County Road 1345, Vinemont, AL 35179 and identified more particularly described as follows (collectively, the "Property"):

Parts of Lot Numbers 2, 3, 6, and 7, Block # 558 Town of Vinemont, more particularly described as follows: Commencing at the Northeast corner of Lot #7, thence South 33°11' East 114.18 feet to the point of beginning, thence continue South 33°11' East 114 feet, thence South 51°14' West 178 feet, thence North 33°11' West 114 feet, thence North 51°14' East 178 feet to the point of beginning.

ALSO:

A non-exclusive 25 foot easement for ingress and egress more particularly described as follows: A 25 foot road easement commencing at the Southwest corner of the above described lot, thence North 33°11' West along the West line of said lot 48 feet to the point of beginning, thence continue North 33°11' West 42 feet, thence South 6°49' West 174 feet more or less to the East right-of-way line of a road, thence southerly along said right-of-way 36 feet, thence North 6°49' East 176 feet more or less to the west line of said lot and the point of beginning.

Said land lying and being in Cullman County, Alabama and containing 0.4 acres, more or less.

Description from survey of W.H. Owens, Al. Reg. No. 10564, dated October 11, 1986.

Parcel I.D. number 09 05 16 3 001 012 003

and

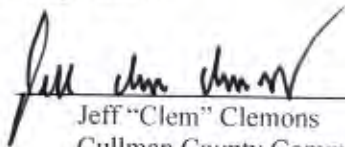
A parcel located in the Northwest Quarter of the Southwest Quarter of Section 16, Township 9 South, Range 3 West, Huntsville Meridian, Cullman County, Alabama, being a part of Lots 1, 2, 3 and 7 Block 558 of the Town of Vinemont according to the map or survey by J.R. Carter as recorded in the Office of the Judge of Probate Cullman County, Alabama, containing 0.83 Acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, Start at a rebar accepted to mark the Northwest Corner of Section 16, Township 9 South, Range 3 West, Huntsville Meridian, in Cullman County, Alabama and run South 00 degrees 08 minutes 20 seconds East (State Plane Coordinates) and along the accepted Western Boundary of said Section 16 for a distance of 1336.98 feet to a capped rebar; thence continue South 00 degrees 08 minutes 20 seconds East along said accepted Western Boundary of said Section 16 for a distance of 2356.23 feet to a point, said point lying on the Northern right of margin of an Unnamed Public Road, a 50 foot right of way; thence run South 65 degrees 41 minutes 41 seconds East and along the Northern Right of Way Margin of said Unnamed Public Road for a distance of 300.62 feet to an iron pin found; thence run South 65 degrees 41 minutes 52 seconds East and along the Northern Right of Way Margin of said Unnamed Public Road for a distance of 103.46 feet to an iron pin found; thence run South 81 degrees 51 minutes 20 seconds East for a distance of 28.67 feet to a ½ capped rebar, said rebar lying on the Eastern right of margin of Unnamed Public Road, a 40 foot right of way and being the POINT OF BEGINNING of the parcel herein described; thence run North 46 degrees 56 minutes 29 seconds and along the Eastern right of margin of said Unnamed Public Road for a distance of 246.64 feet to a ½ capped rebar; thence run South 33 degrees 31 minutes 50 seconds East for a distance of 127.52 feet to a rebar; thence run South 11 degrees 39 minutes 37 seconds West for a distance of 176.78 feet to an ½ capped rebar, said rebar lying on the Northern right of margin of an Unnamed Public Road, a 50 foot right of way; thence run North 62 degrees 40 minutes 36 seconds West and along the Northern Right of Way Margin of said Unnamed Public Road for a distance of 241.91 feet to the POINT OF BEGINNING.

Parcel I.D. number 09 05 16 3 001 012 001

2. The obtainment of the Property is necessary to address immediate needs of the County and the Cullman Regional Airport and the expansion of existing adjacent facilities, including the safe approach to the runway of the Cullman Regional Airport, which is in the best interests of the citizens of The City of Cullman and Cullman County in that the same will contribute to the health and general welfare of the citizens of the City, the County and North Alabama.
3. That the County recommends that the City and the County condemn the Property pursuant to the Act.
4. That the Chairman of the Commission and the Chair of the Authority, to the extent allowed by law, be, and is hereby authorized, empowered and directed to cause said Property to be appraised in accordance with §18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for its taking.
5. That the Chairman of the Commission and the Chair of the Authority, to the extent allowed by law, is further authorized, empowered and directed to attempt to acquire the above Property for the City and the County for the aforesaid purposes at a fair and reasonable price in accordance with §18-1A-22 of the Code of Alabama, as amended.
6. Any prior acts taken by the County and/or the Board or their respective representatives toward the acquisition of said Property pursuant to the eminent domain code are hereby ratified.
7. That in the case of failure to acquire said Property for the purposes aforesaid by purchase from the owner or owners thereof, the Chairman is hereby authorized to engage Greer B. Mallette, Esq. and Christian & Small, LLP to file and conduct condemnation proceedings on behalf of the Board and the County, for the acquisition of said Property by the exercise of the right of the eminent domain as provided for in §30 of the Act.

RESOLVED, this 18th day of May, 2021.

  
Jeff "Clem" Clemons  
Cullman County Commission

# Quote

05/13/2021

**To:**  
Dykes Foodservice Solutions -  
Huntsville  
Billy Lynch  
1217 Jordan Lane  
Huntsville, AL 35816  
(256) 837-1107  
256-799-7029 (Contact)  
Project Code: TA5875

**Project:**  
Sportsman Lake  
Attn: Katherine Ashley  
City of Cullman  
Cullman, AL


**From:**  
CGA Reps  
Turner Atkins  
3157 Presidential Dr  
Suite 200  
Atlanta, GA 30340  
770-457-6548  
800-969-3299 (Contact)

Job Reference Number: TA5557

**\*\*PLEASE NOTE THAT IF CUSTOMER DOES NOT HAVE A CHARGE ACCOUNT WITH DYKES, A DEPOSIT OF 50% IS REQUIRED AND BALANCE DUE BEFORE DELIVERY\*\***

**\*\*IF PAYING BY CREDIT/DEBIT CARD THERE WILL BE AN ADDITIONAL 3% CHARGE ON ORDERS OF \$3K OR MORE\*\***

**\*\*PLEASE NOTE THAT EQUIPMENT LABELED "ALTERNATE" OR "OPTION" ARE NOT INCLUDED IN THE GRAND TOTAL NOR TAXED. IF CUSTOMER DECIDES FOR THE ALTERNATE OR OPTION THEN THE PRICE WILL CHANGE.\*\***

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>SOFT SERVE MACHINE</b>  Stoelting Model No. F131-38I2 Soft-Serve Freezer, counter top, 22"W x 28-3/8"D x 34-3/8"H, air cooled, (2) flavors with twist, gravity, (2) 12 quart hoppers, & (2) 3.4 quart freezing cylinder, IntelliTec2™ control, self-closing spigot, stainless steel exterior, R-448A, 12,000 BTU/hour compressor, (2) 3/4-hp motors, 208-240v/60/1-ph, 12.0 amps, NEMA 6-20P, cUL, NSF (Mix inlet regulator required) 1 ea 1 year parts & labor warranty, standard (North America Only) 1 ea 5 year warranty on compressor, evaporator/hopper assembly, drive motor, speed reducer, auger shaft & auger flights (against breakage) standard 1 ea F131-38I2/START-UP FEE Factory Start-up Fee, for F131-38I2 (net) 2 ea 2149243-01 2A Carb Assembly 3/16" hole, for models E131, F131, F144, SF144, F231 & SF121 (included)	\$14,181.64	\$14,181.64
ITEM TOTAL:			\$14,181.64	

**PRICING GOOD FOR 45 DAYS FROM DAY OF QUOTE 5/13/21**

**SPECS TO BE VERIFIED BEFORE PURCHASED**

**APX 6-8 WEEK LEAD TIME**

**TAX TO BE APPLIED IF APPLICABLE**

**DYKES TO DELIVER, UNCRATE, SET IN PLACE, AND REMOVE ALL**

Item	Qty	Description	Sell	Sell Total
<b>RELATED TRASH.</b>				
		Merchandise		\$14,181.64
		Freight		\$228.00
		Total		\$14,409.64

\*\*\*FOR LOCAL COMMERCIAL DELIVERIES ONLY DYKES WILL DELIVER, UNCRATE, SET IN PLACE AND REMOVE ALL RELATED TRASH, MULTI-FLOORS MUST HAVE OPERATING SERVICE ELEVATOR AND VERIFIED TO ACCOMMODATE EQUIPMENT AS WELL AS ALL POINTS OF ENTRANCE FOR ALL LEVELS.\*\*\*

\*\*\*EQUIPMENT QUOTED WITHOUT FULL AND CLEAR WRITTEN SPECIFICATIONS DYKES IS NOT RESPONSIBLE FOR MISSING ACCESSORIES, OPTIONS OR INCORRECT MODEL NUMBERS, DYKES CAN MAKE SUGGESTIONS BUT END USER IS RESPONSIBLE FOR APPROVAL. ON PROJECTS A DESIGN AGREEMENT IS OFFERED FOR AND SPECIFICATIONS SUGGESTED FROM DYKES FROM END USERS MENU, THE END USER IS RESPONSIBLE TO DETERMINE WHAT IS BEST FOR THEIR NEEDS\*

\*\*\* COOKING EQUIPMENT MAY OR MAY NOT BE REQUIRED TO BE UNDER AN APPROVED HOOD, END USER RESPONSIBLE TO VERIFY WITH THEIR INSPECTOR TO CLARIFY ALL DIMENSIONS OF EQUIPMENT TO FIT WITHIN CODE OF YOUR EXISTING OR NEW HOOD AS WELL AS ALL ELECTRICAL AND GAS MUST BE VERIFIED\*\*\*

\*\*\*COMMERCIAL EQUIPMENT MAY NOT BE COVERED UNDER WARRANTY FOR RESIDENTIAL USE, ALSO MAY REQUIRE SPECIAL STIPULATIONS TO BE COVERED UNDER HOME OWNERS INSURANCE, GUIDELINES FROM A HOME OWNERS ASSOCIATIONS OR ANY OTHER BUILDING/DWELLING GUIDELINES, ALSO RESIDENTIAL EQUIPMENT MAY NOT HAVE A VALID WARRANTY IF USED IN A COMMERCIAL SETTING. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY BEFORE THEY PURCHASE.

#### Freight Line

**Attention:** Items quoted drop-ship to the store, are to be received by the **customer**. Item(s) to be delivered to service entrance only. For inside delivery (if capable) additional charges will apply. For your protection, please do not accept damaged products. Inspect all shipments carefully before signing and accepting products from any freight company. If products are accepted with damage (in view or concealed), freight companies will not pay for the repairs or replacement, and Dykes Foodservice Solutions, Inc. will be held harmless in resolution to any repairs or replacement claims. Concealed freight damage should be reported to the shipping company immediately.

Drop-ship ordered items will be shipped from manufacturer to the designated drop-ship location/site, as inventory is available. Neither manufacturers nor third party carriers, will hold/store/stage inventory.

\*\*\*FINAL CONNECTIONS DONE BY OTHERS\*FREIGHT AND SALES TAXES ARE ESTIMATED

THANK YOU FOR THE OPPORTUNITY!!!

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$14,409.64



Project:

Item Number:

Quantity:

E131-I2, F131-I2 Gravity Fed Twin Twist Countertop Machines

Stoelting Foodservice Equipment

## E131-I2, F131-I2 GRAVITY FED TWIN TWIST COUNTERTOP MACHINES



### DESCRIPTION

Twin twist, counter-top, gravity soft serve/yogurt freezer. Triple-duty freezer allows you to serve two individual flavors or combine them for a twist, produces quality product consistency from first cone to last. IntelliTec2™ control for worry-free operation.

F131 features a larger compressor for increased production capacity.

### INTELLITEC2™ CONTROL FEATURES

- Programmable and configurable through multi-line graphics display.
- Upload firmware and download statistics through a USB connection.
- Performance and error logs provide data to maximize profitability.
- Senses product consistency or temperature to customize for a wide variety of mixes.
- Standby and sleep modes conserve energy and automatically defrost product, maintaining small ice crystals and delivering a superior mouthfeel.



Every machine includes Stoelting's White Glove Service. One call does it all – customer service, technical service, parts or warranty information, installation, startup, sales, on-site service dispatch and much more. Available 24 hours a day, seven days a week year-round.

*Continuous research leads to ongoing product improvements; therefore, these specifications are subject to change without notice and should not be used as installation specifications.*

### ITEMS

Single Phase	Three Phase
Air-Cooled	
E131-38I2	E131-309I2
E131-38I2-WF	E131-309I2YG2
E131-38I2YG2	F131-309I2
F131-38I2	F131-309I2-WF
F131-38I2-WF	
F131-38I2-YG2	
Water-Cooled	
E131-18I2	E131-109I2
E131-18I2YG2	E131-109I2YG2
F131-18I2	F131-109I2
F131-18I2-WF	

### ACCESSORIES & OPTIONS

- ☐ **2204542** Hopper Lock Kit
- ☐ **4177350** FS2 - Floor Stand 22" x 24" x 31"
- ☐ **4183513** FSS2 - Floor Stand 22" x 24" x 26"
- ☐ **2202408** FS4 - Floor Stand 24-1/4" x 22-1/4" x 18-3/4"
- ☐ **521005** Standalone Mix In Blender with Foot Switch, 115V
- ☐ **521019** Standalone Mix In Blender with Mounted Speed Control, 115V
- ☐ **521030** Standalone Mix In Blender with Foot Switch, 200-240V
- ☐ **521035** Standalone Mix In Blender with Mounted Speed Control, 200-240V
- ☐ **2177877** Side Mounted Spinner Kit (kit must be installed by a qualified service technician)

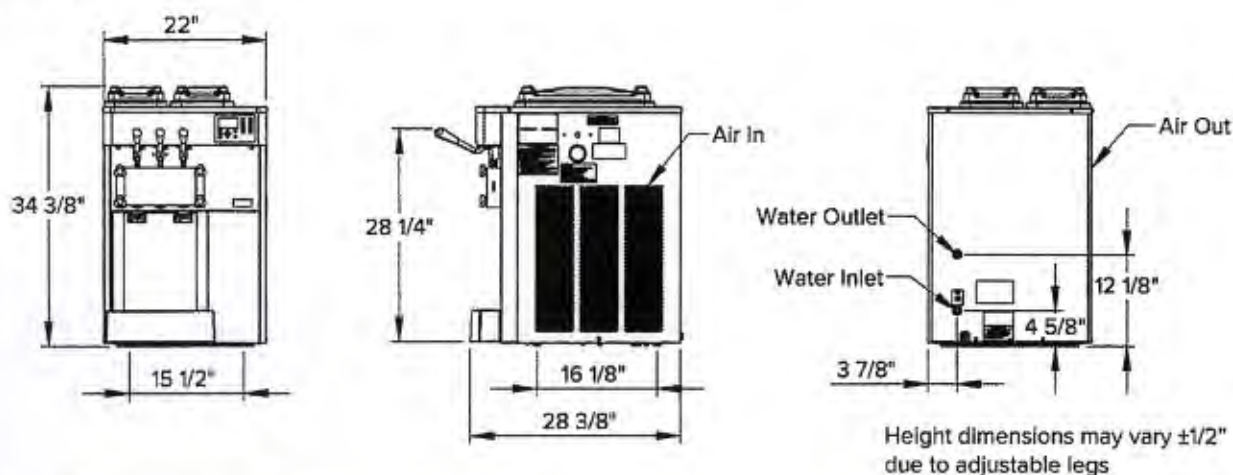
### FEATURES

- NSF approved food grade plastic blades provide quiet operation and superior durability.
- Simplified design for quick assembly after cleaning.
- Clear door displays circulating product for merchandising appeal.
- Highly efficient auger design gently folds the entire contents of the freezing cylinder, delivering a thick, smooth, and creamy product.
- Efficient freezing cylinder and auger design delivers a consistent uniform product with small ice crystals and a quick recovery time.
- Self-closing spigot eliminates waste and ensures precise portion control.
- Compact counter-top design saves valuable counter space.
- Long-wearing parts offer lower preventative maintenance costs.

Approvals

Date

--	--

**E131-I2, F131-I2 GRAVITY FED TWIN TWIST COUNTERTOP MACHINES****DIMENSIONS****GENERAL SPECIFICATIONS**

Model	Freezing Cylinder				Hopper Capacity gallon (L)	Drive Motor (hp)	Weight lb (kg)	Crated Weight lb (kg)
	Capacity gallon (L)	Btu/hr	Refrigerant	Charge (oz)				
E131-I2	Two 0.65 (2.5)	8,000	R-448A	A/C: 28 W/C: 22	Two 3 (11.4)	Two 3/4	370 (167.8)	450 (204.1)
F131-I2	Two 0.85 (3.2)	12,000	R-448A	A/C: 42 W/C: 32	Two 3 (11.4)	Two 3/4	385 (174.6)	450 (204.1)

- Indoor use only.
- Maximum ambient temperature: 100°F (37.8°C).
- Requires a dedicated electrical circuit.
- Air cooled units require: 3" (7.6 cm) air space on both sides.
- Water cooled units require: 3/8" N.P.T. water and drain fittings. Maximum water pressure of 130 psi. Minimum water flow rate of 3 GPM. Ideal EWT of 50°-70°F.
- Details on CAD Revit Symbols Libraries are available on [stoelting.kclcad.com](http://stoelting.kclcad.com)

**ITEM NUMBER SPECIFICATIONS**

Model Number	Cooling	Phase	Volts	Hz	Running Amps	Cord with Plug (Included)	Yogurt Configuration	WiFi Module
E131-109I2	Water	3	208-240	60	10	NEMA L15-20P	—	—
E131-18I2	Water	1	208-240	60	12	NEMA 6-20P	—	—
E131-309I2	Air	3	208-240	60	10	NEMA L15-20P	—	—
E131-309I2YG2							✓	—
E131-38I2	Air	1	208-240	60	12	NEMA 6-20P	—	—
E131-38I2-WF							—	✓
E131-38I2YG2							✓	—
F131-109I2	Water	3	208-240	60	10	NEMA L15-20P	—	—
F131-109I2-YG2							✓	—
F131-18I2	Water	1	208-240	60	11	NEMA 6-20P	—	—
F131-18I2-WF							—	✓
F131-18I2-YG2							✓	—
F131-309I2	Air	3	208-240	60	10	NEMA L15-20P	—	—
F131-309I2-WF							—	✓
F131-38I2	Air	1	208-240	60	12	NEMA 6-20P	—	—
F131-38I2-WF							—	✓
F131-38I2-YG2							✓	—



Service Information  
 800-319-9549 (U.S. Toll Free)  
 920-894-2293 (Outside the U.S.)  
[www.stoeltingfoodservice.com](http://www.stoeltingfoodservice.com)  
[www.vollrath.com](http://www.vollrath.com)



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 ISO 9001:2015 Registered

L36085 2/15/21  
 Printed in USA

**Ship To:**  
Sportsman Lake Park

**From:**  
TSSI  
James Palmer  
5871 Old Leeds Road  
Birmingham, AL 35210-2119  
O. 205-956-6035  
C. 205-335-8978

Job Reference Number: 1345

Item	Qty	Description	Sell	Sell Total
1	1 ea	<b>SOFT SERVE MACHINE</b>  Taylor Company Model No. C706 Crown® Series Soft Serve Freezer, counter model, self-contained, single flavor pump, 20 qt. hopper, 3.4 qt. freezing cylinder, indicator lights, Softech™ electronic controls, standby, digital temperature indicator, stainless steel finish, R404A, 1-1/2 HP motor, NSF, cULus listed  1 year parts and labor warranty 2 year electronics and beater motor warranty 5 year shell, hopper, and compressor warranty  Dimensions 34(h) x 18.25(w) x 32.25(d)	\$14,956.62	<Alternate>
	1 ea	Air-cooled		<Alternate>
	1 ea	208-230v/60/1-ph, 26.0 amps		<Alternate>
2	1 ea	<b>SOFT SERVE MACHINE</b>  Taylor Company Model No. C708 Crown® Series Soft Serve Freezer, counter model, self-contained, single flavor pump, heat treatment, 20 qt. hopper, 3.4 qt. freezing cylinder, indicator lights, touch screen controls, standby, stainless steel finish, R449A, 1-1/2 HP motor, NSF, cULus  1 year parts and labor warranty 2 year electronics and beater motor warranty 5 year shell, hopper, and compressor warranty  Dimensions 34(h) x 18.25(w) x 32.25(d)	\$14,383.60	\$14,383.60
	1 ea	Air-cooled		
	1 ea	208-230v/60/1-ph, 21.0 amps		
	1 ea	Top air discharge chute (air cooled only) (contact distributor for price)	\$286.00	\$286.00
Subtotal				\$14,669.60
Total				\$14,669.60



**Lease-to-Own**

24-month term: \$668.49\*  
36-month term: \$464.73\*  
48-month term: \$363.37\*  
60-month term: \$302.78\*

**For more information:**

Scott Deadrick  
1-612-669-2823  
[scottdeadrick@  
ascentiumcapital.com](mailto:scottdeadrick@ascentiumcapital.com)

\*Rates are subject to Credit Approval by Ascentium Capital and floating until Lease/Loan commencement.

A \$195 Processing Fee is due at contract signing.



**Apply Now**

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$14,669.60



**TAYLOR®**



**Optional Cart with front opening door**



**Optional Cart with rear door for front mount syrup rail**



**Optional Top Air Discharge Chute**



**Simplified Pump**

# C708

## Soft Serve Freezer

Single Flavor, Pump, Heat Treatment

### Features

Offer all the popular soft serve variations from low- to non-fat ice creams or yogurt.

### Heat Treatment System

Provides a daily heating and cooling cycle to safely maintain dairy products up to 28 days before a complete disassembly and cleaning is required.

### Freezing Cylinder

One, 3.4 quart (3.2 liter).

### Mix Hopper

One, 20 quart (18.9 liter). Refrigerated to maintain mix below 41°F (5°C) in Auto and Standby modes. Simplified air/mix pump delivers the precise amount of air and mix to the freezing cylinder, and reduces operator parts.

### Indicator Lights

Mix Low light alerts the operator to add mix. When the Mix Out light flashes, the unit automatically goes into Standby mode to prevent damage.

### Touchscreen Controls

Microprocessor touch controls are embedded in durable tempered glass panel. Multiple languages are selectable. Viscosity is continually measured to dispense soft serve desserts. Soft lock out features improve reliability. Temperatures in the hopper or freezing cylinder may be displayed at any point of operation. History of temperatures and times during the last 366 heat cycles may be viewed from the fluorescent display.

### Standby

During long no-use periods, the standby feature maintains safe product temperatures in the mix hopper and freezing cylinder.

### Door Interlock System

Protects the operator from injury as the beater will not operate without the dispensing door in place.

C708

750 N. Blackhawk Blvd. Rockton, Illinois 61072  
**800-255-0626**  
 Phone 815-624-8333 Fax 815-624-8000  
[www.taylor-company.com](http://www.taylor-company.com)  
[info@taylor-company.com](mailto:info@taylor-company.com)

ISO 9001:2018  
 Registered Firm



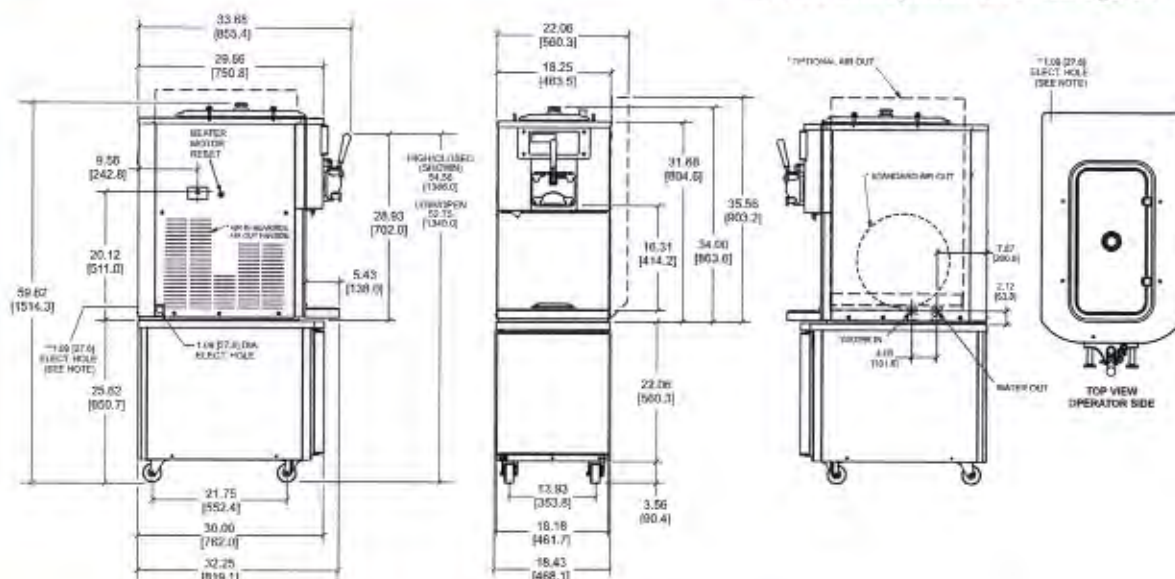
Standard 6



**LISTED**  
 SA2650



Selected 50/60  
 Hz. Models



NOTE: \* AIR COOLED ONLY / \*\* USE PRECIPITATION WATER MAINLY FOR COASTAL DISCHARGE OR WATER COOLED UNITS ONLY  
FIGURES IN BRACKETS INDICATE DIAMETERS (DECIMAL AND FRACTIONS). DIMENSIONS ARE IN (1) INCHES (2) METERS (3) FEET (4) METERS

Weights	lb.	kg
Net	425	192.8
Crated	471	213.6

\*For reference only

	cu. ft.	cu. m
Volume	35.0	0.99

Dimensions	in.	mm
Width	18-1/4	464
Depth	32-1/4	820
Height	34	864

Counter Clearance

\*Designed to rest on a plastic pad directly on the counter top or optional cart

Electrical	Maximum Fuse Size	Minimum Circuit Ampacity	Poles (P) Wires (W)
208-230/60/1 Air	25	21	2P 3W
208-230/60/1 Water	25	21	2P 3W
208-230/60/3 Air	20	15	3P 4W
208-230/60/3 Water	15	14	3P 4W
220-240/50/1 Air	25	19	2P 3W
380-415/50/3N- Air	10	8	4P 5W

This unit may be manufactured with other electrical characteristics and may have additional regulatory agency approvals. Consult the local Taylor distributor for other electrical characteristics and agency approvals based on specific electrical and country requirements.

(For exact electrical information, approval marks, and refrigerant, always refer to the data label of the unit.)

Continuing research results in steady improvements. Therefore, these specifications are subject to change without notice.

### Bidding Specs

**Electrical:** Volt \_\_\_\_\_ Hz \_\_\_\_\_ ph \_\_\_\_\_  
Neutral: ☐ Yes ☐ No      **Cooling:** ☐ Air ☐ Water ☐ NA

**Options:**

All options may not be available in combination with others or with all electrical or cooling configurations. Please consult your local Taylor distributor.

**Authorized Taylor Distributor**

## Specifications

## Electrical

One dedicated electrical connection is required. See the electrical chart for the proper electrical requirements. Manufactured to be permanently connected. Consult your local Taylor distributor for cord and receptacle specifications as local codes allow.

### Beater Motor

One 1.5 hp.

### Refrigeration System

One, 10,100 BTU/hr. R449A.

### Air-Cooled

Minimum 6 in. (152 mm) on both sides and place the back of the machine against a wall to prevent recirculation of warm air. Minimum air clearances must be met to ensure adequate airflow for optimum performance. Optional air discharge chute directs heated air exhaust upwards. No clearance required on right side if air discharge chute is used.

### Water-Cooled

Water inlet and drain connections out rear panel 3/8 in. FPT.

### Options

- Cart with casters-height to top of hopper cover: 59-5/8 in. (1,515 mm)
- Cone Dispenser
- Decals - Vanilla or Flavor Burst Cone
- Hopper Locks
- Legs (increase height of unit by 4-1/4 in. [108 mm])
- Syrup Rail (front mount requires special cart with rear door)
- Syrup Rail Kit (side mount)
- Top Air Discharge Chute (air-cooled only)

**C201 Cart Weights:**

Net: 150 lb. (68.0 kg) Crated: 171 lb. (77.6 kg) 14.5 cu. ft. (0.41 cu. m)

# Cullman County Commission

Cullman, Alabama

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

Date: May 3, 2021

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

Declare Surplus: X

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

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

To be donated to: \_\_\_\_\_

Asset #: ~~000000 44~~ 000000 1405 1800

Property Decal #: 000000 1405

Serial # or VIN: 1GCLC148058141124

Tag # N/A 41676 CD

Description: 2005 CHEVROLET Colorado

Reason for disposal: EXCESS miles

Department: Road ?

Department Head Signature: Joe Perry, GARAGE

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

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

For Office Use: Verified: MMX Date: 5/3/21

# Bryant Enterprises

881 County Road 622, Hanceville, AL. 35077

Phone: 256-347-8992

Customer Name SHARVE BAILY (County)

Address: \_\_\_\_\_

Phone \_\_\_\_\_

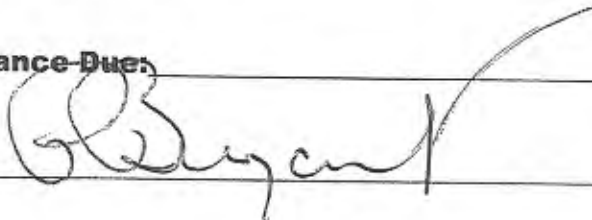
## Job Description:

PRESSURE WASH EXT BUILDING PAINT ALLEY  
BUILDING. ALL DOORS (BAY AND WALK INS)  
ALL MATERIALS AND PAINT INCLUDED IN PRICE.

Amount: <sup>M</sup>10,500.<sup>00</sup>

Down Payment: \_\_\_\_\_

Balance Due: \_\_\_\_\_



Paul Bryant

Customer

White's Painting  
1510 Welcome Rd.  
Cullman, AL 35058

# Estimate

Date 5/4/2021  
Estimate # 1458

**Name / Address**

Cullman County Commission  
Shane Bailey  
256-347-4006

P.O. #

Terms

Due Date 5/4/2021  
Other

Description	Qty	Rate	Total
Cullman County Shop - 6451 Co Rd 490 Hanceville, AL Scope of work Pressure clean all surfaces before painting Prep/prime block before painting Spot prime any rust areas before painting Cover new gutters and downspouts while painting New blue metal siding not included in price Metal 9200 sf/Paint blue Block 1970 sf/Paint gray Garage door casings/Paint blue Total labor/materials \$13,200.00.		13,200.00	13,200.00
		Subtotal	\$13,200.00
		Sales Tax (0.0%)	\$0.00
		Total	\$13,200.00

**White's Painting**  
whitespainting15@yahoo.com  
www.whitespainting.org

256-298-0576

Doyle F. Berry

Proposal

PROPOSAL NO.

SHEET NO.

DATE 5-13-2021

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Shane Bailey  
ADDRESS 500 2nd Ave SW Rm 110  
Cullman AL 35055  
PHONE NO.

ADDRESS Dodge City

DATE OF PLANS

ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of Repaint County Shop

- : Treasure Wash Exterior metal & Block
- : Repaint All Blue Metal 7200 sqft (Exterior)
- : Repaint All Block 4012 sqft (Exterior) prime as needed
- : Repaint All Regular Entry Doors (Exterior)

\* Repaint 4 Large Roll up doors @ \$400 ea. < \$1600 >  
This will be an additional charge if painted.

Sherwin Williams Multi-Surface enamel on Metal

Sherwin Williams A-100 on Block

Sherwin Williams Black Primer for block as needed

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Eighteen thousand five hundred Dollars (\$ 18,500.00 ) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Per

Note — this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

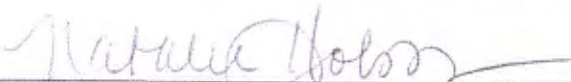
Date

Signature

BID TABULATION  
 AWOS REPLACEMENT  
 CULLMAN REGIONAL AIRPORT FOLSOM FIELD  
 VINEMONT, ALABAMA  
 GMC PROJECT NO.: TBHM200011  
 THURSDAY, APRIL 15, 2021

					Trinity Electrical Services, Inc. Baxley, Georgia	Southeast Site Services, LLC Gray, Georgia		Engineer's Estimate		
BID										
ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	L-126-5.1	1	LS	AWOS III P/T System Replacement (Complete in Place, including Removal of Existing Equipment)	LS	\$218,600.00	LS	\$281,185.00	LS	\$150,000.00
					TOTAL BID	\$218,600.00	TOTAL BID	\$281,185.00	TOTAL	\$150,000.00

To the best of our knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.

  
 Natalie M. Hobbs, P.E. Alabama License No: 22758

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

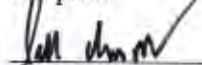
U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Cullman County Commission 500 2ND AVE SW CULLMAN, Alabama 35055-4135	DUNS Number: 142453567 Taxpayer Identification Number: 636001496 Assistance Listing Number and Title: 21.019
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:



Authorized Representative:

Title: Chairman

Date signed: May 18, 2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

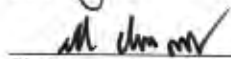
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Cullman County Commission

Recipient

May 18, 2021

Date

  
Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Jeff Clemons  
*Chairman*

John Bullard  
*County Administrator*



Kerry Watson  
*Associate Commissioner, Place 1*

Garry Marchman  
*Associate Commissioner, Place 2*

May 18, 2021

Pat Pendergast  
Alabama Department of Youth Services  
1000 Industrial School Road  
Montgomery, AL 36117

Re: Letter of Authorization

Dear Pat Pendergast:

This letter is provided as authorization to submit an application from the Juvenile Probation Office to the Alabama Department of Youth Services to fund FY 2021-23 project entitled Jackson County Youth Advocate Program, at an estimated annual total project cost of \$91,900.

If approved for this funding, the Commission will serve as the fiscal agent. I appreciate your consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Clem Clemons", with a checkmark at the end.

Jeff "Clem" Clemons  
Chairman

Jeff Clemons  
*Chairman*

John Bullard  
*County Administrator*



Kerry Watson  
*Associate Commissioner, Place 1*

Garry Marchman  
*Associate Commissioner, Place 2*

May 18, 2021

Pat Pendergast  
Alabama Department of Youth Services  
1000 Industrial School Road  
Montgomery, AL 36117

Re: Letter of Authorization

Dear Pat Pendergast:

This letter is provided as authorization to submit an application from the Juvenile Probation Office to the Alabama Department of Youth Services to fund FY 2021-23 project entitled Lauderdale County Youth Advocate Program, at an estimated annual total project cost of \$183,000.

If approved for this funding, the Commission will serve as the fiscal agent. I appreciate your consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Clem Clemons", with a stylized flourish at the end.

Jeff "Clem" Clemons  
Chairman

Jeff Clemons  
*Chairman*

John Bullard  
*County Administrator*



Kerry Watson  
*Associate Commissioner, Place 1*

Garry Marchman  
*Associate Commissioner, Place 2*

May 18, 2021

Pat Pendergast  
Alabama Department of Youth Services  
1000 Industrial School Road  
Montgomery, AL 36117

Re: Letter of Authorization

Dear Pat Pendergast:

This letter is provided as authorization to submit an application from the Juvenile Probation Office to the Alabama Department of Youth Services to fund FY 2021-23 project entitled Blount County Youth Advocate Program, at an estimated annual total project cost of \$157,505.

If approved for this funding, the Commission will serve as the fiscal agent. I appreciate your consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff 'Clem' Clemons", with a stylized flourish at the end.

Jeff "Clem" Clemons  
Chairman

Jeff Clemons  
*Chairman*

John Bullard  
*County Administrator*



Kerry Watson  
*Associate Commissioner, Place 1*

Garry Marchman  
*Associate Commissioner, Place 2*

May 18, 2021

Pat Pendergast  
Alabama Department of Youth Services  
1000 Industrial School Road  
Montgomery, AL 36117

Re: Letter of Authorization

Dear Pat Pendergast:

This letter is provided as authorization to submit an application from the Juvenile Probation Office to the Alabama Department of Youth Services to fund FY 2021-23 project entitled Cullman County Youth Advocate Program, at an estimated annual total project cost of \$207,752.

If approved for this funding, the Commission will serve as the fiscal agent. I appreciate your consideration in this matter. If you have any questions, please feel free to contact me.

Sincerely,

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

Jeff "Clem" Clemons  
Chairman

CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
OWNER AND ENGINEER

Cullman Regional Airport

This agreement is dated May 18, 2021, and is between the City of Cullman, Alabama and Cullman County, Alabama ("OWNER") and Goodwyn, Mills and Cawood, Inc. ("ENGINEER").

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

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

**Runway Reconstruction.** This project shall consist of the reconstruction of Runway 2/20 using full depth reclamation including all associated grading, drainage and electrical items. This contract will cover design phase for electrical items only, bid phase, construction phase and grant administration.

Funding: The project at was bid as two options with Proposal A reconstruction at 75' pavement width and Proposal B reconstruction at 100' pavement width. The 75' wide Proposal A pavement reconstruction is eligible for FAA funding. The OWNER was interested in maintaining the 100' pavement width included in Proposal B and intends to award proposal B for the 100' runway. The low bid was as follows:

Proposal A: 75' Pavement Width = \$2,957,720

Proposal B: 100' Pavement Width = \$3,427,608

The OWNER will fund the \$469,888 difference between the cost of the 75' and the 100' reconstruction to maintain the current runway width. The difference represents 14% of the project base bid. This 86/14 proration was applied to other project costs including the additive alternate for Double Bituminous Treatment, construction engineering services and other professional fees to determine the FAA eligible portion and the OWNER's non-FAA responsibility.

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

- Attachment A – Basic Services Summary
- Attachment B – Basic Services Hour Breakdown
- Attachment C – Plan Sheet List
- Attachment D – Additional Services – Survey
- Attachment E – Additional Services – Inspection
- Attachment F – Additional Services – Testing
- Attachment G – Additional Services – Environmental
- General Provisions

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

A. FEES

The total cost of this contract including Lump Sum and Estimated Fees is **\$325,110** according to the following Schedule of Fees.

SCHEDULE OF FEES	Total Fee	FAA Eligible	FAA Non-eligible	
Project/Grant Development Phase	\$3,755	\$3,229.30	\$525.70	Lump Sum
Design Phase	\$20,024	\$20,024		Lump Sum
Bid Phase	\$10,300	\$10,300		Lump Sum
Construction Phase	\$56,529	\$48,614.94	\$7,914.06	Lump Sum
AGIS Survey	\$16,275	\$16,275		Lump Sum
Survey	\$16,825	\$14,469.50	\$2,355.50	Estimated
Project Inspection	\$97,208	\$83,598.88	\$13,609.12	Estimated
Construction Testing	\$98,877	\$85,034.22	\$13,842.78	Estimated
Environmental Services	\$5,317	\$4,572.62	\$744.38	Estimated
Total Professional Services Fee:	\$325,110	\$286,118	\$38,992	

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

ENGINEER shall submit statements on a monthly basis.

B. BASIC SERVICES

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

C. ADDITIONAL SERVICES

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

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

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

- Travel by private vehicle at 56.0 cents per mile.
- In-house printing, reproduction, photography, and computer service charges at commercial rates.

- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

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

D. FUNDING. The Parties agree that in the event funds are not made available by the Federal and/or State Governments in support of this project, the OWNER will assume full responsibility for cost incurred.

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

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

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

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

CITY OF CULLMAN, ALABAMA

GOODWYN, MILLS AND CAWOOD, INC.

By: 

Woody Jacobs

Title: Mayor

By: 

Natalie Hobbs

Title: Senior Airport Engineer, Aviation

CULLMAN COUNTY, ALABAMA

By: 

Jeff Clemons

Title: Chairman

## GENERAL PROVISIONS

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

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

## SECTION I - BASIC SERVICES

1. PROJECT/GRANT DEVELOPMENT PHASE: ENGINEER shall:
  - 1.1. Consult with OWNER, state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
  - 1.2. Prepare preapplications for federal and/or state assistance grants for funding of the project.
  - 1.3. Assist the OWNER in preparation of application for federal assistance and prepare OWNER'S applications for partial and final payment for submission to government agencies.
2. DESIGN PHASE: ENGINEER shall:
  - 2.1. Prepare detailed plans, specifications and contract documents according to the current FAA Advisory Circulars.
  - 2.2. Submit appropriate documents to OWNER, state and federal agencies for necessary approvals and permits.
3. BID PHASE: ENGINEER shall:
  - 3.1. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant.
  - 3.2. Answer questions submitted during the bidding process. Issue addenda as required.
  - 3.3. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts.
  - 3.4. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications and provide one bound set each to FAA, ALDOT and the Sponsor.

4. CONSTRUCTION PHASE: During the Construction Phase, ENGINEER shall:

- 4.1. Assist the OWNER in preparation of formal contract documents for the award of construction contracts.
- 4.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
- 4.3. Review shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements.
- 4.4. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
- 4.5. Check and certify the accuracy of partial and final payment due to contractors based upon the completed work.
- 4.6. From information provided by the project inspector and surveys made under additional services or by others, compute final quantities of work completed by contractors on the project.
- 4.7. Make a final inspection with OWNER and government representatives and provide a report of ENGINEER'S recommendation regarding contractor's final earnings.
- 4.8. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to perform duties properly undertaken by the ENGINEER under this Agreement.
- 4.9. Prepare close-out documents and record drawings and provide to ALDOT and FAA.

SECTION II - ADDITIONAL SERVICES

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

- A. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- B. Soils and Material Investigations and Construction Testing including test borings, laboratory testing of soils and materials, related analyses and recommendations.
- C. Project Inspection of construction as required by the OWNER.
- D. Environmental Services required for ADEM permit and Construction Best Management Plan.

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

- E. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- F. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- G. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- H. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- I. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- J. Preparation of updates to the Airport Layout Plan as directed by the OWNER.

### SECTION III - RESPONSIBILITIES OF THE OWNER

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

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

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

#### SECTION IV - METHOD OF PAYMENT

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

##### A. Basic Services

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

##### B. Additional Services

1. Basis of Compensation:
  - a. The OWNER will pay the ENGINEER for additional services performed by personnel of the ENGINEER as established in the contract Schedule of Fees.
2. Terms and Conditions: The basis of compensation described above is based upon the following conditions:
  - a. Time charged to the project by engineering personnel will include the time that the applicable employees are engaged in actual work on the project at the ENGINEER'S office, at the site of the project, or in travel status in connection with the project.
  - b. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the project.
  - c. Charges will not be made to the project during periods of sickness, vacation or at any other times when personnel are not gainfully employed on the work.

- d. Payment for all time worked by the Project Inspector(s) shall be made as an Additional Service in accordance with Section C, Additional Services. Project Inspector(s) services shall begin with the date of the Notice to Proceed and extend through final release by the OWNER except during periods of contract stop orders when the Project Inspector (s) Services shall be suspended, unless otherwise instructed by the OWNER.
3. Payment Schedule:
- a. Invoices shall be submitted at monthly intervals to the OWNER.

#### SECTION V - MISCELLANEOUS PROVISIONS

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

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

E. Termination:

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

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

#### F. Remedies

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

#### SECTION VI - FEDERAL PROVISIONS

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

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

Owner will provide ENGINEER written notice that describes the nature of the breach and corrective actions the ENGINEER must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor

corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the ENGINEER must correct the breach. Owner may proceed with termination of the contract if the ENGINEER fails to correct the breach by deadline indicated in the Owner's notice.

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

- C. **Civil Rights – General.** The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the ENGINEER and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- D. **Civil Rights – Title VI Assurance.** During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
  - **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)
- E. Clean Air/Water Pollution Control. The ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). The ENGINEER agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- F. Contract Workhours and Safety Standards Act.
1. Overtime Requirements.
- No consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

**4. Subcontractors.**

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

**G. Debarment and Suspension.**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

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

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

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

- I. Distracted Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the ENGINEER to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The ENGINEER must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.
- J. Energy Conservation Requirements. The ENGINEER and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).

- K. Equal Opportunity. During the performance of this contract, the ENGINEER agrees as follows:
- (1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - (3) The ENGINEER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the ENGINEER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (5) The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (6) In the event of the ENGINEER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The ENGINEER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

- L. Fair Labor Standards Act. This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The ENGINEER has full responsibility to monitor compliance with the referenced statutes and regulations. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- M. Occupational Safety and Health Act. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- N. Trade Restriction Certification. The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
  - 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
  - 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.
- The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
  - 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

O. Lobbying and Influencing Federal Employees. The Bidder or Offeror certifies by signing this Agreement, to the best of his knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

P. Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the ENGINEER and all sub-tier contractors must give preference to

covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

- Q. Termination of Contract. The Owner may, by written notice to the ENGINEER, terminate this Agreement for its convenience and without cause or default on the part of ENGINEER. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

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

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

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

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

The ENGINEER represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Cullman Regional Airport  
Runway Rehabilitation**

**Basic Services Summary  
Goodwyn Mills and Cawood, LLC  
Attachment "A"**

Phase	Classification	Hours	Rate	Total
<b>Project/Grant Development Phase</b>				
	Senior Airport Engineer	8	\$ 58.34	\$ 467
	Civil Engineer	12	\$ 32.00	\$ 384
	Electrical Engineer	2	\$ 64.43	\$ 129
	Engineer Intern/Cadd	2	\$ 31.80	\$ 64
	Airport Planner	1	\$ 39.15	\$ 39
	Transportation Administrative Assistant	2	\$ 19.43	\$ 39
	Total Direct Labor			\$ 1,121
	Combined Overhead	183.92%		\$ 2,062
				\$ 3,183
<b>Out-of-Pocket Expenses:</b>				
	1 trip @ 120 Miles/Trip @ 0.56/mile		\$67.20	
	Printing, Reproduction, Shipping		\$20.00	
	Total Out-of-Pocket			\$ 87
	Subtotal			\$ 3,270
	Operating Margin	15%		\$ 477
	FCCM	0.67%		\$ 8
	<b>Project/Grant Development Phase Total Fee</b>			<b>\$ 3,755</b>
	FAA eligible (86%)			\$ 3,230
	non-eligible (14%)			\$ 526
<b>Design Phase</b>				
	Senior Airport Engineer	7	\$ 58.34	\$ 408
	Civil Engineer	0	\$ 32.00	\$ -
	Electrical Engineer	60	\$ 64.43	\$ 3,866
	Engineer Intern/Cadd	54	\$ 31.80	\$ 1,717
	Airport Planner	0	\$ 39.15	\$ -
	Transportation Administrative Assistant	4	\$ 19.43	\$ 78
	Total Direct Labor			\$ 6,069
	Combined Overhead	183.92%		\$ 11,162
				\$ 17,231
<b>Out-of-Pocket Expenses:</b>				
	1 trip @ 120 Miles/Trip @ 0.56/mile		\$67.20	
	Printing, Reproduction, Shipping		\$100.00	
	Total Out-of-Pocket			\$ 167
	Subtotal			\$ 17,399
	Operating Margin	15%		\$ 2,585
	FCCM	0.67%		\$ 41
	<b>FAA eligible Design Phase Total Fee</b>			<b>\$ 20,024</b>

**Bid Phase**

Senior Airport Engineer	13	\$	58.34	\$	758
Civil Engineer	44	\$	32.00	\$	1,408
Electrical Engineer	4	\$	64.43	\$	258
Engineer Intern/Cadd	4	\$	31.80	\$	127
Airport Planner	6	\$	39.15	\$	235
Transportation Administrative Assistant	16	\$	19.43	\$	311
Total Direct Labor				\$	3,097
Combined Overhead	183.92%			\$	5,696
				\$	8,793
Out-of-Pocket Expenses:					
1 trip @ 120 Miles/Trip @ 0.56/mile			\$67.20		
Printing, Reproduction, Shipping			\$100.00		
Total Out-of-Pocket				\$	167
Subtotal				\$	8,961
Operating Margin	15%			\$	1,319
FCCM	0.67%			\$	21
<b>FAA eligible Bid Phase Total Fee</b>				<b>\$</b>	<b>10,300</b>

**Construction Phase**

Senior Airport Engineer	52	\$	58.34	\$	3,034
Civil Engineer	296	\$	32.00	\$	9,472
Electrical Engineer	48	\$	64.43	\$	3,093
Engineer Intern/Cadd	20	\$	31.80	\$	636
Airport Planner	8	\$	39.15	\$	313
Transportation Administrative Assistant	22	\$	19.43	\$	427
Total Direct Labor				\$	16,975
Combined Overhead	183.92%			\$	31,220
				\$	48,195
Out-of-Pocket Expenses:					
14 trips @ 120 Miles/Trip @ 0.56/mile			\$940.80		
Printing, Reproduction, Shipping			\$50.00		
Total Out-of-Pocket				\$	991
Subtotal				\$	49,186
Operating Margin	15%			\$	7,229.3
FCCM	0.67%			\$	114
<b>Construction Phase Total Fee</b>				<b>\$</b>	<b>56,529</b>
FAA eligible (86%)				\$	48,615
non-eligible (14%)				\$	7,914

**Subcontractors - AGIS Survey**

Quantum Spatial	\$	15,500
5% Subconsultant Management Fee	\$	775
<b>FAA eligible AGIS Survey Fee</b>	<b>\$</b>	<b>16,275</b>

<b>Total Basic Services Fees FAA eligible</b>	<b>\$</b>	<b>98,444</b>
<b>Total Basic Services Fees FAA non-eligible</b>	<b>\$</b>	<b>8,440</b>

<b>Total FAA eligible Contract Including Basic Services and Additional Services</b>	<b>\$</b>	<b>286,119</b>
<b>Total FAA non-eligible Contract Including Basic Services and Additional Services</b>	<b>\$</b>	<b>38,992</b>

**Cullman Regional Airport  
Runway Rehabilitation**

**Basic Services Hour Break Down  
Goodwyn Mills and Cawood, LLC  
Attachment "B"**

Tasks	Description	Sr. Airport Engineer	Civil Engineer	Electrical Engineer	Engr Intern /Cadd	Airport Planner	Trans. Admin
<b>1</b>	<b>Project/Grant Development Phase</b>						
	Project Coordination and Scoping	4	4	2			
	Grant Administration/Pre-application	4	8		2	1	2
	Total hours	8	12	2	2	1	2
<b>2</b>	<b>Design Phase - Electrical Design</b>						
	Plan Assembly (See Attachment C)	5	0	40	54	0	
	Engineering Design Report (N/A)						
	Contract Documents and Specifications	2		12			4
	Project Meetings/Site View			8			
	Total hours	7	0	60	54	0	4
<b>3</b>	<b>Bid Phase</b>						
	Addenda, Clarifications, Questions		8	4		2	2
	Pre-Bid Meeting	8	8				2
	Bid Opening and Award		8				2
	Bid Tabulation and Evaluation	2	6				2
	Contract Document Preparation	2	2				4
	Grant Application	1	12		4	4	4
	Total hours	13	44	4	4	6	16
<b>4</b>	<b>Construction Administration</b>						
	Preconstruction Meeting	8	8				4
	Construction Management Plan	8	16				2
	Prepaving Meeting	8	8				
	Administration	4	52	8			
	Engineer Site Visits	8	96	24	4		
	PNC Determination	4	60				4
	Shop Drawing/Mix Design Reviews	2	32	8			4
	Final Inspection	8	8	8			
	Record Drawings		8		16		
	Grant Closeout	2	8			8	8
	Total hours	52	296	48	20	8	22

**Cullman Regional Airport  
Runway Rehabilitation**

**Plan Sheet List  
Goodwyn Mills and Cawood, LLC  
Attachment "C"**

**Project Design Plan Sheets**

Qty	Sheet	Sr. Airport Engineer	Civil Engineer	Electrical Engineer	Engr Intern /Cadd	Airport Planner
1	Summary of Quantities	2		8		
5	Electrical Plan Sheets	2		20	30	
12	Electrical Details	1		12	24	
		5	0	40	54	0

**Cullman Regional Airport  
Runway Rehabilitation**

**Additional Services  
Goodwyn Mills and Cawood, LLC  
Attachment "D"**

Description	Professional Land Surveyor	CADD Tech	Crew Chief	Instrument Man	Rodman
<b>Survey</b>					
Construction Survey	12	20	64	64	64
	12	20	64	64	64
	Hours	Rate	Total		
Senior Professional Land Surveyor	12	\$ 45.99	\$ 552		
CADD Tech	20	\$ 20.18	\$ 404		
Crew Chief	64	\$ 28.05	\$ 1,795		
Instrument Man	64	\$ 22.29	\$ 1,427		
Rodman	64	\$ 16.04	\$ 1,027		
<b>Total Direct Labor</b>			\$ 5,204		
Combined Overhead	183.92%		\$ 9,571		
Sub-Total			\$ 14,775		
8 trips @ 120 miles each	960	\$0.560	\$ 538		
			\$ 15,312		
Operating Margin	10%		\$ 1,477		
FCCM	0.67%		\$ 35		
<b>Estimated Survey Fee</b>			<b>\$ 16,825</b>		
FAA eligible (86%)			\$ 14,469		
non-eligible (14%)			\$ 2,355		

**Cullman Regional Airport  
Runway Rehabilitation**

**Additional Services  
Goodwyn Mills and Cawood, LLC  
Attachment "E"**

Description	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Total
<b>Project Inspection (120 Calendar day)</b>					
Inspector	720	\$ 24.87	90	\$ 37.31	\$ 21,264
Senior Inspector	192	\$ 31.20	40	\$ 46.80	\$ 7,862
Total Direct Labor					\$ 29,126
Combined Overhead	183.92%				\$ 53,569
Sub-Total					\$ 82,695
Operating Margin	10%				\$ 8,270
FCCM	0.67%				\$ 195
90 trips @ 120 miles each	10,800	\$0.56			\$ 6,048
				<b>Estimated Inspection Fee</b>	<b>\$ 97,208</b>
				FAA eligible (86%)	\$ 83,599
				non-eligible (14%)	\$ 13,609

**Cullman Regional Airport  
Runway Rehabilitation**

**Additional Services  
Goodwyn Mills and Cawood, LLC  
Attachment "F"**

Description	Senior Geotech Engineer	Geotech Engineer	Testing Project Manager	Geotech Engineering Technician	Geotech Lab Tech
Construction Testing	2	40	105	560	40
Overtime Hours				140	
	2	40	105	700	40

	Hours	Rate	Total
Senior Geotechnical Engineer	2	\$ 64.98	\$ 130
Geotechnical Engineer	40	\$ 58.80	\$ 2,352
Testing Project Manager	105	\$ 44.00	\$ 4,620
Geotechnical Engineer Technician	560	\$ 17.43	\$ 9,761
Geotechnical Engineer Technician-OT	140	\$ 26.15	\$ 3,660
Geotechnical Lab Technician	40	\$ 15.00	\$ 600
<b>Total Direct Labor</b>			\$ 21,123
Combined Overhead	183.92%		\$ 38,850
Sub-Total			\$ 59,973
70 trips @ 120 miles each	8400	\$0.560	\$ 4,704
			\$ 64,677
Operating Margin	10%		\$ 5,997
FCCM	0.67%		\$ 142
Sub-Total			\$ 70,815

**DBE Subconsultant - Asphalt Testing**

BECC	\$ 26,726
5% Sub-Consultant Management Fee	\$ 1,336
<b>Estimated Construction Testing Fee</b>	<b>\$ 98,877</b>
FAA eligible (86%)	\$ 85,034
non-eligible (14%)	\$ 13,843

**Cullman Regional Airport  
Runway Rehabilitation**

**Additional Services  
Goodwyn Mills and Cawood, LLC  
Attachment "G"**

Description	Environmental Technician
<b>Environmental Services-Storm Water</b>	
Required Pre-Construction Inspection	4
ADEM Permit Application Preparation	10
CBMPP	18
Environmental Inspection	24
Inspection Report Preparation	8
Termination of Stormwater Permit	6
	<hr/>
	70

	Hours	Rate	Total
Environmental Scientist	70	\$ 22.12	\$ 1,548
Total Direct Labor			\$ 1,548
<b>Combined Overhead</b>	183.92%		\$ 2,848
Sub-Total			\$ 4,396
7 trips @ 120 miles each	840	\$ 0.56	\$ 470
<b>Out-of-Pocket Expenses:</b>			\$ 4,867
Operating Margin	10%		\$ 440
FCCM	0.67%		\$ 10
<b>Estimated Environmental Fee</b>			<b>\$ 5,317</b>
FAA eligible (86%)			\$ 4,572
non-eligible (14%)			\$ 744

February 26, 2021

Ms. Natalie Hobbs  
Goodwyn | Mills | Cawood  
2701 1<sup>st</sup> Avenue, Suite 100  
Birmingham, AL 35233

Project: 038706 | AGIS Data, Safety Critical Only Project – Cullman Regional Airport (CMD)

Dear Ms. Hobbs,

This summary of work describes our understanding of the scope of work and services required for an AGIS Data, Safety Critical Only project at the Cullman Regional Airport (CMD). The project will be done in compliance with AGIS policies. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

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

## Summary of Work

We understand that the purpose of this project is to accomplish an AGIS data, safety critical only survey in accordance with safety critical data requirements identified in FAA Advisory Circular 150/5300 - 18B.

NV5 Geospatial will mobilize to CMD to complete all of the on-site ground survey required, including:

- Geodetic control validation of the existing airport PACS and SACS stations according to the guidelines established in AC 150/5300-16B
- Survey runway end(s)/threshold(s)
- Monument runway end(s)/threshold(s)
- Document runway end(s)/threshold locations
- Identify and survey any displaced threshold(s)
- Document displaced threshold(s) location
- Determine or validate runway length
- Determine or validate runway width
- Determine runway profile using [50 foot stations] – Runway 02/20
- Determine the touchdown zone elevation (TDZE)
- Provide a Final Report

## Project Area

The project area encompasses the Runway 02/20 rehabilitation project at Cullman Regional Airport (CMD).

## Deliverables

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

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

- Survey and Quality Control Plan
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

## Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$15,500.00

## Client Responsibilities

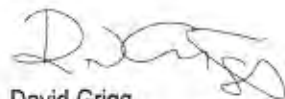
The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by GMC. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and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

## NV5 Geospatial Representative

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

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

Sincerely,  
NV5 Geospatial, Inc.



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



LISA K. MORRISON  
CEO

MARTIN T. BURFORD, P.E.  
President

RICHARD A. RHINEHART, P.E.  
Senior Vice President

March 10, 2021

Mr. Michael McNeill, PE  
Senior Geotechnical Engineer  
GMC  
2400 5th Avenue South  
Suite 200  
Birmingham, AL 35233

**Subject:** Proposal to Provide Quality Assurance (QA)  
Asphalt Testing for the  
Runway Renovation at Cullman Regional Airport in  
Cullman, Alabama  
**BECC Proposal Number Q1-21032**

Dear Mr. McNeil:

BECC, Inc. appreciates the opportunity to submit our proposal for Quality Assurance (QA) and call-out construction materials testing services for the subject project. BECC is a certified testing laboratory with certifications from several independent national organizations and we meet the requirements of ASTM E 548. Our technicians and inspectors are certified in materials testing by ACI, NICET, AWS, FAA and ALDOT.

#### **PROJECT DESCRIPTION**

We understand that the project will consist of a full depth reclamation of a runway renovation for the Cullman Regional Airport in Cullman, Alabama. The total project duration is 180 calendar days. It is anticipated that the asphalt (P-401) placement will take no more than 30 working days.

Geotechnical, Materials & Environmental Engineers

Ph: (205) 941-1119 | Fax: (205) 941-1198  
[www.beccinc.com](http://www.beccinc.com)

### SCOPE OF WORK

Based on our understanding of the project, we anticipate the following inspection and testing services may be required:

- Asphalt Batch Plant Testing for P-401 Surface and Binder Course (PWL Calculation)

### COST OF SERVICES

We have provided our unit rates on the attached "Estimated Budget and Unit Fees". BECC will use these rates to complete the above Scope of Services. The attached rates are for call-out construction materials testing services for this project. For services contracted on a call-out basis, the client or his authorized field representative is responsible for requesting and coordinating our services. BECC cannot assume any responsibility for work not tested due to inadequate instructions, or notification by the contractor.

Our technician will have a daily time ticket that will be signed by your project representative for each day we are onsite. A copy of this ticket will be left with your representative. We will invoice you based on these tickets. We hope this will make it easier for you to keep track of your budget.

### CLOSING

We appreciate the opportunity to work with you on this project. We have attached a copy of our Terms and Conditions and if acceptable, please execute the last page of the Terms and Conditions and e-mail it back to me.

Our primary objective is to provide the necessary services in the most efficient manner to verify specification compliance. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Respectfully submitted,  
BECC, Inc.



Marty Burford, P.E.  
President

ESTIMATED BUDGET AND UNIT FEES  
for Quality Assurance (QA) Asphalt Testing Services  
for the RUNWAY RENOVATION AT CULLMAN REGIONAL AIRPORT in  
Cullman, Alabama  
BECC Proposal Number Q1-21032  
March 11, 2021



Page 1 of 1

	Trips	Hours/Trip	Units	Unit Cost	Total
<b>Asphalt Inspections at Batch Plant</b>					
Senior Engineering Technician - Reg Time	30	8	hours	\$54.00	\$12,960.00
Senior Engineering Technician - Overtime	30	2	hours	\$81.00	\$4,860.00
<b>Review of Submittals (CQCP, Mixes and Materials)</b>					
Project Manager, P.E.	1	4	hours	\$115.00	\$460.00
<b>Miscellaneous</b>					
Trip Charge (Technician 2 hour round trip and mileage)	30	1	trips	\$150.00	\$4,500.00
Report Review and Signature by a P.E. (15% Field and Lab)					\$2,673.00
Administrative Fee (5% Subtotal)					\$1,272.65

ESTIMATED BUDGET

\$26,725.65

**Notes:**

This budget was based on the anticipated schedule of 30 working days at the time of this proposal with the technician needed in the batch plant for 10 hours per day. The actual services and budget required may vary.

Minimum call-out time is four (4) hours per day.

All unit rates for equipment rental are charged in addition to personnel rates.

Overtime will be charged at a rate of 1.5 times the hourly rate for any hours over 8 hours per day, nights or weekends.

National Holidays will be billed at 2 times the prorated hourly rate.

# ALABAMA UNIFIED CERTIFICATION PROGRAM



## DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

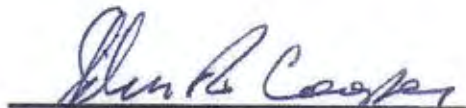
***BECC, Inc.***

has been certified by the *Alabama Department of Transportation*  
as a Disadvantaged Business Enterprise in accordance with  
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 06-00051

Issuance Date: June 5, 2020

Annual Affidavit Due Date: June 5, 2021

  
John R. Cooper, Transportation Director

AMENDMENT #1 TO:

CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
OWNER AND ENGINEER

Cullman Regional Airport

Amendment to the Professional Services Agreement dated August 19, 2020, between the City of Cullman, Alabama and Cullman County, Alabama ("OWNER") and Goodwyn, Mills and Cawood, Inc. ("ENGINEER").

Compensation for all Services provided under this contract shall be determined by applying the appropriate hourly rate to ENGINEER'S actual man-hour effort based on the individual's actual pay rate at the time the work is performed. ENGINEER shall be reimbursed the employee's actual rate times the approved overhead rate times 10 percent profit. The ENGINEER's current approved Alabama Department of Transportation multiplier is included in the contract fee proposal.

The parties are signing this amendment May 18, 2021.

CITY OF CULLMAN, ALABAMA

GOODWYN, MILLS AND CAWOOD, INC.

By: 

Woody Jacobs

Title: Mayor

By: 

Natalie Hobbs

Title: Sr Airport Engineer, Aviation

CULLMAN COUNTY, ALABAMA

By: 

Jeff Clemons

Title: Chairman

**Cullman Regional Airport  
Runway Rehabilitation**

**Basic Services Hour Break Down  
Goodwyn Mills and Cawood, LLC  
Attachment "B"**

Tasks	Description	Sr. Airport Engineer	Civil Engineer	Electrical Engineer	Engr Intern /Cadd	Airport Planner	Trans. Admin
<b>1</b>	<b>Project/Grant Development Phase</b>						
	Project Coordination and Scoping	4	4	2			
	Grant Administration/Pre-application	4	8		2	1	2
	Total hours	8	12	2	2	1	2
<b>2</b>	<b>Design Phase - Electrical Design</b>						
	Plan Assembly (See Attachment C)	5	0	40	54	0	
	Engineering Design Report (N/A)						
	Contract Documents and Specifications	2		12			4
	Project Meetings/Site View			8			
	Total hours	7	0	60	54	0	4
<b>3</b>	<b>Bid Phase</b>						
	Addenda, Clarifications, Questions		8	4		2	2
	Pre-Bid Meeting	8	8				2
	Bid Opening and Award		8				2
	Bid Tabulation and Evaluation	2	6				2
	Contract Document Preparation	2	2				4
	Grant Application	1	12		4	4	4
	Total hours	13	44	4	4	6	16
<b>4</b>	<b>Construction Administration</b>						
	Preconstruction Meeting	8	8				4
	Construction Management Plan	8	16				2
	Prepaving Meeting	8	8				
	Administration	4	60	8	16		
	Engineer Site Visits	8	96	24	4		
	PNC Determination	4	60				4
	Shop Drawing/Mix Design Reviews	2	32	8			4
	Final Inspection	8	8	8			
	Grant Closeout	2	8			8	8
	Total hours	52	296	48	20	8	22

**Cullman Regional Airport  
Runway Rehabilitation**

**Basic Services Hour Break Down  
Goodwyn Mills and Cawood, LLC  
Attachment "B"**

Tasks	Description	Sr. Airport Engineer	Civil Engineer	Electrical Engineer	Engr Intern /Cadd	Airport Planner	Trans. Admin
<b>1</b>	<b>Project/Grant Development Phase</b>						
	Project Coordination and Scoping	4	4	2			
	Grant Administration/Pre-application	4	8		2	1	2
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	Plan Assembly (See Attachment C)	5	0	40	54	0	
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	Preconstruction Meeting	8	8				4
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	Administration	4	52	8			
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	Final Inspection	8	8	8			
	Record Drawings		8		16		
	Grant Closeout	2	8			8	8
	Total hours	52	296	48	20	8	22

**BRYAN  
CHEATWOOD**  
County Engineer

bcheatwood@co.cullman.al.us



**JON BRUNNER**  
Assistant Engineer

jbrunner@co.cullman.al.us

## **Cullman County Engineering Department**

2883 Highway 69 North - Cullman, AL 35058

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

05/06/2021

### **Proposed considerations for upcoming Commission meeting on Tuesday May 18<sup>th</sup>, 2021.**

- Proposed plat Eastern Shores at Catoma Phase 1. A minor subdivision containing 27 Lots located in District 3 off County Road 1462.
- Proposed plat Deer View Estates. A minor subdivision containing 14 Lots located in District 4 off County Road 794 and County Road 793.
- Proposed plat Park Side Estates. A minor subdivision containing 10 Lots located in District 3 off Hulaco Road (County Road 1598) and Herman church Road (County Road 1570).

VENDOR	Ready Mix USA	
	Per cubic yd	
Class A-1a	\$125.00	
Class A-1c	\$125.00	
Non-ALDOT Mixes		
4000psi	\$116.00	
3000psi	\$111.00	

BID TAB FOR BID #1348