Road Dept.

CONGRATULATIONS ON YOUR RETIREMENT

Lisha Sullins

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 form all your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner – Place 1

Garry Marchman, Associate Commissioner – Place 2

Kelly Duke, Associate Commissioner – Place 3

Corey Freeman, Associate Commissioner – Place 4

March 2005 – March 2024

Sanitation Dept.

CONGRATULATIONS ON YOUR RETIREMENT

Jeff Bishop

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 form all your colleagues and friends at

CULLMAN COUNTY COMMISSION

Jeff Clemons, Chairman

Kerry Watson, Associate Commissioner – Place 1

Garry Marchman, Associate Commissioner – Place 2

Kelly Duke, Associate Commissioner – Place 3

Corey Freeman, Associate Commissioner – Place 4

October 2015 – March 2024

CULLMAN COUNTY COMMISSION

PROCLAMATION

Child Abuse and Neglect Awareness Month

WHEREAS, Cullman County applauds Cullman Caring for Kids for their dedicated work in the prevention of child abuse and neglect in our community; and,

WHEREAS, Cullman County commends Cullman Caring for Kids for their tireless promotion of ongoing programs in our community which are designed to help prevent child abuse; and,

WHEREAS, the Cullman County Commission stands firmly on the side of prevention of any type of abuse and believes no child should endure verbal, emotional, or physical abuse for any reason; and,

WHEREAS, the National Exchange Club adopted the Prevention of Child Abuse as its national project in 1979 in response to a request by its National President who, as a physician, noticed an increase in abuse cases in his medical practice; since then April has been designated as Child Abuse and Neglect Awareness Month, and Cullman County supports and encourages all of our residents and community leaders to wear blue each Monday in April in observance of Child Abuse and Neglect Awareness Month,

WHEREAS, the Cullman County Commission hereby proclaims the month of April to be **CHILD ABUSE AND NEGLECT AWARENESS MONTH.** Our commitment is to have healthy, happy children and to help eradicate child abuse and neglect in our community, and to support the efforts of Cullman Caring for Kids and all others who observe the importance of bringing awareness of this tragic problem and to help make our community a stronger and more loving county where children will be able to grow and thrive without fear or harm.

***NOW, THEREFORE, BE IT RESOLVED,* that the Cullman County Commission hereby proclaims the month of April 2024, to be.**

Child Abuse and Neglect Awareness Month

The Cullman County Commission commends this observance during April 2024 to the citizens of Cullman County, Alabama

This 19th day of March, 2024

Attest:

Tiffany Merriman,
County Clerk

Jeff Clemons, Chairman

Kerry Watson, Commissioner

Garry Marchman, Commissioner

Kelly Duke, Commissioner

Corey Freeman, Commissioner

State of Alabama
Cullman County

RESOLUTION NO. - 2024-12

WHEREAS, the Cullman County Commission based on an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1233 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 1233 is set at 35 miles per hour at all times and no person shall operate a motor vehicle in excess of 35 miles per hour set speed on said County Road 1233;

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

ADOPTED this the 19th day of March 2024.

JEFF CLEMONS, CHAIRMAN

GARRY MARCHMAN
COMMISSIONER

ATTEST:

COUNTY CLERK

KERRY WATSON
COMMISSIONER

KELLY DUKE
COMMISSIONER

COREY FREEMAN
COMMISSIONER

State of Alabama
Cullman County

RESOLUTION NO. - 2024-13

WHEREAS, the Cullman County Commission based on an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for the County Road 1250 is greater than is reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 1250 is set at 25 miles per hour at all times and no person shall operate a motor vehicle in excess of 25 miles per hour set speed on said County Road 1250;

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

ADOPTED this the 19th day of March 2024.

JEFF CLEMONS, CHAIRMAN

GARRY MARCHMAN
COMMISSIONER

ATTEST:

COUNTY CLERK

KERRY WATSON
COMMISSIONER

KELLY DUKE
COMMISSIONER

COREY FREEMAN
COMMISSIONER

CULLMAN COUNTY

RESOLUTION #: 2024-14

WHEREAS, the Cullman County Commission has received a Community Development Block Grant (CDBG) to construct road improvements to County Road 1490.

WHEREAS, in accordance with CDBG regulations the Cullman County Commission is required to either solicit bids from qualified construction companies as a separate stand-alone project or utilize the County's annual bid contracts to award the street resurfacing portion of this project to low bidder for each construction activity associated with this project.

NOW THEREFORE, in accordance with the CDBG Grant requirements the Cullman County Commission and their County Engineer has determined it will be in the best financial interest of the county to include all the street resurfacing associated with the County's FY2023 CDBG County Road 1490 Improvement Project as part of their annual bid contract with Wiregrass Construction Company.

THAT, Jeff Clemons, Chairman, be and is hereby authorized to issue of a Purchase Order and sign a Contract Amendment to the County's Annual Bid contract with Wiregrass Construction which will include all CDBG federal grant requirements associated with Cullman County's Community Development Block Grant 1490 Road Improvement Project #CY-CM-PF-23-002.

READ AND ADOPTED this the **19th** day of **March 2024**.

SIGNED FOR THE CULLMAN COUNTY COMMISSION:

Jeff Clemons, Chairman

Attest:

John Bullard, County Administrator

CONTRACT AMENDMENT

The Annual Bid Contract between the Cullman County Commission and Wiregrass Construction Company is hereby amended to include all street resurfacing activities required to complete the County's FY23 CDBG County Road 1490 Road Improvement Project (Project #: CY-CM-PF-23-002).

The attached General Conditions and Federal Labor Standards shall apply to all work performed in conjunction with Cullman County's CDBG project # CY-CM-PF-23-002.

Jeff Clemons, Chairman
Cullman County Commission

3/19/24
Date

Wiregrass Construction Company

5/8/24
Date

*Note: WCC will be paid by current pricing on Bituminous Plant mix for Cullman County Road Department.

GENERAL CONDITIONS
Including Federal Labor Standards Provisions

1. CONTRACT AND CONTRACT DOCUMENTS

The project to be constructed and pursuant to this Contract will be financed with assistance from the Alabama Economic Development Program and is subject to all applicable laws.

2. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

a. "Contractor": A person, firm or corporation with whom the contract is made by the Owner.

b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records must be maintained not less than five (5) years from the conclusion of this project.

4. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to

pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government.

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.

c. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

5. RIGHT OF OWNER TO TERMINATE CONTRACT

TERMINATION FOR CAUSE

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner

shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

6. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

7. OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

8. Special Equal Opportunity Provisions

A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employer or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that

employees are treated during employment, without regard to their race, color, religion, sex, 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.

2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. Contractors shall incorporate foregoing requirements in all subcontracts.

9. Executive Order 11246 (contracts/subcontracts above $10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor 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 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 Contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor 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.

e. The Contractor 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.

f. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provide by law.

g. The Contractor will include the provisions of the sentence immediately preceding paragraph a. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or order 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 Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

10. Notice or Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding $10,000).

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
20.7%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific

affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from the solicitation, the "covered area" is Madison County.

11. Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

a. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted.

(2) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).

(d) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(5) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

(6) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

(7) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(8) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(9) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(10) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The

Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

(f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for

hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

(h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effort by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(11) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

(12) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(13) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate again any person because of race, color, religion, sex or national origin.

(14) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(15) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(16) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(17) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit

reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

(18) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(19). Certification of Non-segregated Facilities (over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local customer or otherwise. S/he further agrees that (except where s/he has obtained identical certifications from proposed Subcontractors for specific time periods) s/he will obtain identical certification from proposed Subcontractors prior to the award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking foundations, recreation or entertainment areas.

(20). Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(21). Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(22). "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement so Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those

sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.

(23). Rehabilitation Act of 1973, Section 504 Handicapped (if $2,500 or over)

Affirmative Action for Handicapped Workers.

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

(24). Section 402 Veterans of the Vietnam Era (if $10,000 or over)

Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related

documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.

d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

(25). Age Discrimination Act of 1975

During the performance of this Contract, the Contractor agrees as follows: The Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

(26). Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000)

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seg., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the

regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

A. A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance on any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

(27). BEASON HAMMON COMPLIANCE

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

(28). BONDING AND INSURANCE REQUIREMENTS

a. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

b. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

References 41-16-50 through 41-16-63 of the Code of Alabama of 1975 as amended through the 1981 Regular Session. OMB Circular A-102 Attachment B.

As a minimum a local unit of government or any subdivision thereof receiving a grant from the state/federal government will be required to cause to be furnished the following:

Performance Bonds

All bidders may be required to furnish a performance bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding $100,000 such bond shall be not less than 100 percent of the contract price. See additional requirement for PUBLIC WORKS CONTRACTS.

A performance bond is one executed in connection with a contract to secure fulfillment of all of the contractor's obligations under such contract.

Payment Bond or Surety Bond

All bidders may be required to furnish a surety or payment bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding $100,000 such bond shall be not less than 100 percent of the contract price. See additional requirements for PUBLIC WORKS CONTRACTS.

A payment bond or surety bond is one executed in connection with a contract to secure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract

Reference 39-1-1 in its entirety, Code of Alabama of 1982 as amended through the 1981 Regular Session.

Public Works Contracts - For Contracts of $5,000 and Above

While the foregoing information is applicable on all contracts in the minimums and maximums as specified, there are special requirements for contracts on public works setting certain constraints within those minimums and maximums.

Performance Bonds and Surety or Payment Bonds

Any person, firm or corporation entering into a contract with any county or municipal corporation or subdivision thereof for repair, construction or prosecution of any public buildings or public work, highways, or bridges shall be required, before commencing such work, to execute a performance bond for not less than 100 percent of the contract price, and in addition thereto.

Another bond with good and sufficient surety, payable to the county or municipal corporation or subdivisions letting the contract, in an amount not less than 50 percent of the contract price. The contractor or contractors shall be obligated to promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such contract and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in civil actions on said bond.

The contractor shall immediately after completion of the contract give notice of said completion by an advertisement in some newspaper of general circulation

published within the city or county or town wherein the work has been done for a period of four (4) successive weeks.

In no instance shall a final settlement be made upon the contract until the expiration of 30 days after completion of same.

Proof of publication shall be made by the contractor to the contracting authority by affidavit of the published and a printed copy of the notice published. If there is no newspaper published in the county where the work is done, the notice may be given by posting at the courthouse for 30 days and proof of same shall be made by the probate judge or sheriff and the contractor.

(29). **14. Buy America.**

General. None of the CDBG funds provided under this grant award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States -- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States — this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives) are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

Definitions. The definitions provided in the CDBG website related to the Buy America are hereby incorporated by reference. The CDBG Buy America website is available at https://www.hud.gov/baba.

Exclusions. This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers. A waiver on the application of the domestic content procurement preference (Buy America) may be available to the CDBG grantee when one of the following exceptions are present: (a) the domestic content procurement preference is inconsistent

with the public interest; (b) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (c) the inclusion of iron, steel, manufacture products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. The grantee will request the domestic content procurement preference (Buy America) waiver in writing and according to the instructions, format, content, and supporting materials described in the CDBG Buy America website, available at https://www.hud.gov/baba.

(30). Wage Rate Determination(s):

See next page.

"General Decision Number: AL20240128 01/05/2024

Superseded General Decision Number: AL20230128

State: Alabama

Construction Type: Highway

County: Cullman County in Alabama.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 | Publication Date 01/05/2024

SUAL2019-007 11/13/2019

	Rates	Fringes
CARPENTER (Form Work Only)	$ 15.25 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 15.50 **	0.00
ELECTRICIAN	$ 20.41	7.49
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 20.12	0.00
IRONWORKER, REINFORCING	$ 17.05 **	0.00
LABORER GRADE CHECKER	$ 15.89 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.35 **	0.00
LABORER: Common or General	$ 12.41 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.48 **	0.00
LABORER: Erosion Control	$ 12.35 **	0.00
OPERATOR: Asphalt Spreader	$ 14.31 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.97 **	0.00
OPERATOR: Broom/Sweeper	$ 12.52 **	0.00
OPERATOR: Bulldozer	$ 15.64 **	0.00
OPERATOR: Crane	$ 24.98	0.00
OPERATOR: Distributor	$ 16.10 **	0.00
OPERATOR: Grader/Blade	$ 17.85	0.00
OPERATOR: Loader	$ 15.04 **	0.00
OPERATOR: Mechanic	$ 17.65	0.00
OPERATOR: Milling Machine	$ 12.72 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.39 **	0.00
OPERATOR: Roller	$ 14.50 **	0.00
TRAFFIC CONTROL: Flagger	$ 13.24 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	$ 12.76 **	0.00

TRUCK DRIVER: Flatbed Truck.....$ 15.72 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.88 ** 0.00

TRUCK DRIVER: Water Truck.....$ 12.95 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

FEDERAL LABOR STANDARDS PROVISIONS
U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. (i)Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively. made or incurred during such weekly period.
Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.
(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(4) As a prerequisite for approval of a helper classification, the helper classification must prevail in the area where the work is performed.
If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administration of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of management and Budget under 0MB control number 1215-0140.)
(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed

classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor of any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, (HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis—Bacon Act contracts.

3. (i)Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(1) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the

registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under 0MB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a) (3) (i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Page 5.12.

4. (i) Apprentices and Trainees. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(ii)Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
(iv)Helpers. The permissible ratio of helpers to journeymen on a project is up to two helpers for every three journeymen. If the helper classification is specified on a contract wage determination or is approved pursuant to the conformance procedure. To ensure that this ratio does not disrupt existing established local practices in areas where wage determinations have previously contained helper classifications without any limitation on the number permitted, DOL will consider requests for variances from the ratio limitation prior to bid opening on a contract. The variance request will be approved if supported by a showing that the Davis-Bacon wage determination in effect for the type of construction in the area before the effective date of the final helper regulations contained a helper classification, and that there was a practice in the area of utilizing such helpers in excess of the two-to-three ratio on projects to which the Davis-Bacon and Related Acts applied.
5 . Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
6 . Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29

CFR Part 5.5.
7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general dispute's clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD program pursuant to 24 CFR Part 24.
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
12. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involved the employment of laborers, or mechanics shall require or permit any such laborer or mechanic 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.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (i) of this paragraph, the contractor 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 subparagraph (i) of this paragraph, 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 subparagraph (i) of this paragraph.
(iii) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 monies payable on account or work performed by the

contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 subparagraph (ii) of this paragraph.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (i) through (iv) of this paragraph and also a clause requiring the subcontractors 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 subparagraphs (i) through (iv) of this paragraph.

13. Health and Safety.

(i) No laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(ii) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat.96).

(iii) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACTOR SECTION 3 PLAN FORMAT
(if bid equals or exceeds $10,000)

Wiregrass Construction Company agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within County of Cullman County, Alabama.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

*E To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

*Loan, grants contracts and subsidies for less than $10,000 will be exempt.

J. To list on Table A, information related to subcontracts to be awarded.

K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of Wiregrass Construction Company.

We the undersigned have read and fully agree to the Affirmative Action Plan and become a party to the full implementation of this program.

Signature



VP

Title

5/8/24

Date

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor	Project Number
Wiregrass Construction Company	CY-CM-PF-23-002

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

Subcontractor's Certification

Name and Address of Subcontractor (include zip code)

Wiregrass Construction Company, Inc.
110 Office Park Drive, Suite 300
Birmingham, AL 35223

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   Yes ✓ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   Yes ✓ No

3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257).

   Yes ✓ No ____ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   Yes ____ No ✓

Name and Title of Signer (please type)

Signature

5/8/24
Date

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Subcontractor

Project Name : Cullman County FY2023 CDBG County Road 1490 Road Improvement Project

Project Number : CY-CM-PF-23-002

The undersigned hereby certifies that:

a. Section 3 provisions are included in the Contract.

b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (print or type)

Signature

5/8/24
Date

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned Emily Johnston, the duly authorized and acting legal representative of the Cullman County Commission do hereby certify as follows:

I have examined the attached contract(s) and surety bonds; if applicable, and the manner of execution thereof, and I am of the opinion that the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof; and that the contract is the result of procurement in accordance with **Title 39 of the Code of Alabama (1975, as amended)** and applicable provisions of law.

Emily Johnston

Signature

Date: 5-14-23

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

State of Alabama)
County of Cullman)

DATE: March 20, 2024

RE: Grant: Cullman County FY2023 CDBG County Road 1490 Road Improvement Project by and between **Wiregrass Construction Company** and Cullman County.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the **Contractor**/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITIY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

   __X__ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

   _____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ and unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in the E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 20th day of March 2022.

Wiregrass Construction Company

By: _____

Its VP

The above Certification was signed in my presence by the person whose name appears above, on this _____

WITNESS: _____

Michael Doss

Printed Name of Witness

INSERT
Wiregrass Construction Company
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CULLMAN COUNTY COMMISSION
RESOLUTION # 2024-15

WHEREAS, the Cullman County Commission has received a CDBG Urgent Need (Emergency Funds) grant from ADECA's Community Development Block Grant Program to replace 2 failing culverts that have created a sinkhole along the road shoulder on County Road 222 near the intersection of the I-65 Exit 205 Interchange.

THEREFORE, in accordance with CDBG regulations and section of 39-2-2(e) of the Alabama Code 1975 the Cullman County Commission has solicited and received bids from qualified contractors to replace the 2 failing culverts beneath County Road 222.

NOW, THEREFORE, be it resolved that the Cullman County Commission has received 3 bids for the replacement of the failing culverts from interested contractors and the Cullman County Commission and the County Engineer have determined that Apel Machine and Supply is the qualified low bidder for this project and is not on HUD's debarred contractor list; and

THAT, JEFF CLEMMONS, CHAIRMAN, is hereby authorized to is hereby authorized to award and enter a contract on behalf of the Cullman County Commission with Apel Machine and Supply in the amount of $762,132.23 to replace the 2 failing culverts beneath County Road 222.

READ AND ADOPTED this the **19th** day of **March 2024.**

SIGNED FOR THE CULLMAN COUNTY COMMISSION:

Jeff Clemons, Chairman

Attest:

Tiffany Merriman, County Clerk

Stivers Ford Lincoln Inc.

4000 Eastern Blvd

Montgomery, AL 36116

Phone: (334)-613-5000

Vehicle Invoice

Date: 2/29/2024 Invoice No. 196X-9

Bill To: Cullman County Commission

Address: 500 2nd Ave SW

City: Cullman

State: Alabama 35055

Terms: Payment in Full at Delivery

Year	Make	Stock #	Serial or VIN Number	Each	Total
2023	Ford F150 Crew 4x4 STX	FP18758	1FTFW1E59PKG14966	$ 44,932.00	$ 44,932.00
			PO # 241878		
	Delibery to Client		155 miles @$2.00/ mile	$ 2.00	$ 310.00
				subtotal:	$ 45,242.00
2023	Ford Explorer XLT	Z13390	1FMSK7DHXPGC14339	$ 37,458.00	$ 37,458.00
			PO # 241879		
	Delibery to Client		155 miles @$2.00/ mile	$ 2.00	$ 310.00
				subtotal:	$ 37,768.00
	Shane T. Bailey				
	Asset/Facilities Manager				
	Cullman County Commission				
	500 2nd Ave SW RM 110				
	Cullman, Al 35055				
	Direct Line: 256-775-1942				
	Mobile: 256-347-4006				
			FINAL DUE AT DELIVERY		$ 83,010.00

Thank You

Daniel Wait
Stivers Ford FC/Gov
DWAIT@STIVERSONLINE.COM
334-613-5012

STATE SUBAWARD
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

1. **Grantee:** Cullman County EMA	2. **Effective Dates:** 10/01/2023-09/30/2024
3. **Issuing Agency:** Alabama Emergency Management Agency 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. **FAIN:** N.A.
5. **CA Number: 24EMA-$2,342.00**	
6. **Total Allocation Amount:**	**$2,342.00**
7. **CFDA #:** N.A.	8. **State Award Date:** 10/01/2023

The Director/Coordinator will ensure that state funding is used for the sole purpose of emergency management preparedness programs and will be matched 50/50 with local funds. It is also agreed that the Alabama Emergency Management Agency Director can elect to withhold or withdraw this funding from the Local EMA for failure to complete program activities and failure to provide a justification statement explaining the reason why the activity was not accomplished.

Subgrantee agrees: (1) to provide in a timely manner any information requested by AEMA regarding the subgrantee's emergency management operation; (2) requests for reimbursement of expenditures incurred relative to this grant will be submitted on claim forms provided or approved by AEMA's Fiscal Division; (3) claims will be presented with clear and adequate supporting documentation as instructed by AEMA's Fiscal Division; (4) claims will be submitted on a monthly basis within 30 calendar days after the end of the month for which you are filing. Failure to submit your claim in a timely manner may result in reducing the original claim amount. Submitting your claim to AEMA from day 31 to 60 could result in a 50% reduction of the claim. Submitting your claim to AEMA beyond day 60 could result in a 100% reduction for that particular claim; (5) **all** claims relating to this grant must be submitted by October 30, 2024; (6) information requested by AEMA concerning expenditures will be provided immediately; (7) funds will be used to provide support of essential expenses of local EMA offices, such as salaries, benefits, supplies, maintenance of facilities, and other necessary costs of operation for the local EMA office; (8) all EMPG related files/documents will be made available to AEMA personnel for monitoring and review.

Subgrantee agrees that the AEMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for: (1) non-compliance with any portion of the terms stated in this document; (2) failure to perform appropriately in an emergency situation; (3) failure to progress toward full compliance with Emergency Management Accreditation Program (EMAP) standards; or (4) allowing the position of local EMA Director to remain vacant for more than 30 days without appointing either a new Director or an Acting Director.

Local EMA Director/Coordinator / Date

Certification By County Official Authorized To Sign:

I certify that I understand and agree to comply with the general & fiscal provisions of this subaward to include the terms and conditions; to comply with provisions of the regulations governing these funds and all other related federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this subaward; that costs incurred prior to Subgrantee approval may result in the expenditures being absorbed by the Subgrantee; and, that the receipt of these grant funds through the Subgrantee will not supplant state or local funds.

Chief Elected Official / Date

Jeff Smitherman, Director
Alabama Emergency Management Agency

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Cullman County Commission - CARTS

The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Cullman County Commission - CARTS

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 3/19/24

Name Jeff "Clem" Clemons Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Cullman County Commission - CARTS

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 3.19.24

Name Emily Johnston Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

everbridge
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Phone: +1-818-230-9700
Fax: +1-818-230-9505
everbridge.com

Prepared for:
Tim Sartin
Cullman County Emergency Management Agency AL
2020 Beech Ave. SE
Cullman AL 35056
United States
Ph: (256) 739-5410
Fax: +1.256.734.1778
Email: tsartin@co.cullman.al.us

Quotation

Quote #: Q-173258
Date: 3/20/2024
Expires On: 4/22/2024
Confidential

Salesperson: Jennifer LeCates
Phone:
Email: jennifer.lecates@everbridge.com

Contract Summary Information:	
Contract Period:	36 Months

Year 1

QTY	DESCRIPTION	PRICE
87,870	Mass Notification Pro	USD 14,389.99
87,870	Resident Connection - Life Safety - USA	USD 6,150.90
	Year 1 TOTAL:	USD 20,540.89

Year 2

QTY	DESCRIPTION	PRICE
87,870	Mass Notification Pro	USD 14,389.99
87,870	Resident Connection - Life Safety - USA	USD 6,150.90
	Year 2 TOTAL:	USD 20,540.89

Year 3

QTY	DESCRIPTION	PRICE
87,870	Mass Notification Pro	USD 14,389.99
87,870	Resident Connection - Life Safety - USA	USD 6,150.90
	Year 3 TOTAL:	USD 20,540.89

Professional Services

QTY	DESCRIPTION	PRICE
10	Proserve - Consulting Services Remote Delivered	USD 3,300.00
	Professional Services TOTAL:	USD 3,300.00

Pricing Summary:

Year One Fees:	USD 20,540.89
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 3,300.00
Total Year One Fees Due:	**USD 23,840.89**

Ongoing Fees:

Year Two Fees:	USD 20,540.89
Year Three Fees:	USD 20,540.89

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	3,000,000	0	3,000,000
Year 2	3,000,000	0	3,000,000
Year 3	3,000,000	0	3,000,000

Terms & Conditions

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above.
2. Subject to sales taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Master Service Agreement.
4. By signing this Quote you represent that you read, understand and agree to the terms of the Master Service Agreement below and are authorized on behalf of the Client to execute the Quote and bind Client to the agreement(s). https://docs.everbridge.com/cdn/legal/SLG-Master-Services-Agreement-Hyperlink-v9.pdf

Please, Sign, Date and Return:

Signature: Jeff Clinors **Date:** 3/19/24

Name (Print): Jeff Clinors **Title:** Chairman

Please, Sign, Date and Return:

Signature: Tim Sarter **Date:** 3/19/24

Name (Print): Tim Sartin **Title:** EMA Director

Everbridge, Inc.
155 North lake Avenue, Suite 900
Pasadena,CA 91101
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

STATE OF ALABAMA)

COUNTY OF CULLMAN)

AGREEMENT

THIS EVENT AGREEMENT ("Agreement") is entered into as of this the 19th day of March, 2024, by and between CULLMAN COUNTY COMMISSION, the lawful governing body for Cullman County, Alabama, a political subdivision of the State of Alabama, for and on behalf of Cullman County, Alabama (the "County") and Post Panda Promotions, LLC (the "Post Panda"), whose principal place of business is 2981 Grants Mill Road, Suite 121, Birmingham, Alabama 35094 (hereafter individually a "Party" and collectively the "Parties").

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

WHEREAS, the County desires Post Panda to locate, negotiate, and book talent as the entertainment festival to be held over the Independence Day and Labor Day Holiday weekends, at their facility known as Smith Lake Park in Cullman, Alabama, commencing on Thursday, July 4, 2024, Sunday, September 1, 2024, and Monday, September 2, 2024; and

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

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

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

1. **Post Panda's Responsibilities**

A. Over the period of approximately four (4) months, commencing with the 4th of July Day Holiday weekend of 2024, and concluding with the Labor Day Holiday weekend / Sweet Tater Festival of 2024, Post Panda will locate, negotiate, and book talent as the entertainment for two (2) music festivals (the "Festivals") in Cullman, Alabama to be held at Smith Lake Park. The Festivals shall take place on Independence Day (Thursday, July 4, 2024), and Labor Day weekend (Sunday, September 1, 2024, and Monday, September 2, 2024), at Smith Lake Park (unless an alternate date, or different venue is mutually agreed upon between the County and Post Panda in writing).

B. Hours of Operation and Premises Access

i. Post Panda shall locate, negotiate, and book talent as the entertainment for the first of two (2) Festivals in Cullman, Alabama to be held at Smith Lake Park to be held on Thursday, July 4, 2024. Music for the Festival shall begin at 9:30 a.m. and shall last until 9:00 p.m.

ii. Post Panda shall locate, negotiate, and book talent as the entertainment for the second and final of two (2) Festivals in Cullman, Alabama to be held at Smith Lake Park to be held on Sunday, September 1, 2024, and on Monday, September 2, 2024. Music for the Sunday Festival shall begin on September 1, 2024, at 9:30 a.m. and shall last until 6:00 p.m. Music for the Monday Festival shall begin on September 2, 2024, at 9:30 a.m. and shall last until 4:00 p.m.

C. It is agreed that the parties shall have the right to terminate this Agreement at any time by mutual consent for cause such as a catastrophic event (which may include, without limitation, weather, Force Majeure, etc.) without any obligation, future or otherwise, to the other party or any of its entertainers, employees, officers, or agents whomever or wherever under this Agreement.

D. Post Panda shall have no authority whatsoever to bind the County as an agent, representative, partner or any other theory of agency to any third party and all contracts entered into by Post Panda shall include language specifically stating that the County shall have no obligation whatsoever thereunder. Likewise, the County

shall have no authority whatsoever to bind Post Panda as an agent, representative, partner or any other theory of agency to any third party.

E. Post Panda agrees that every act, celebrity and performer connected with the entertainment of the Festival shall abide by, conform to, and comply with all laws of the United States, the State of Alabama, together with all rules and requirements of the Cullman County Sheriff's Office, Fire Departments and State agencies during the Festivals set out herein.

F. Type of Entertainment: The Festival "headliners" shall be regionally known music artists in their specific genre of music. Post Panda shall provide a minimum of one headliner for each evening of the Festival, and continual stage performances leading up to the headliner, except set changes. Notwithstanding the foregoing, it is specifically understood and agreed that Post Panda shall have the right to make creative decisions regarding the Festivals, including, the number and identity of performing artists, emcees, headliners, and opening acts; however, this right is subject to the approval of the County.

G. Post Panda shall supply and operate all sound equipment, furnishings, electrical connections, hospitality and administration personnel, stage hands, public address system, and other such personnel not specifically provided by the County.

H. Post Panda shall leave the facility in its original condition save any normal wear and tear, and guarantee repair or pay for repair of any damaged property, equipment or plants/trees.

2. Consideration

A. The County shall pay to Post Panda the sum of Fourteen Thousand Eight Hundred and 00/100 Dollars ($14,800.00) in exchange for Post Panda booking talent as the entertainment for the Festivals as described herein according to the terms of this Agreement.

i. The first payment of this contract, Seven Thousand Four Hundred and 00/100 Dollars ($7,400.00), shall be payable to Post Panda on June 12, 2024;

ii. The second and final payment of this contract, Seven Thousand Four Hundred and 00/100 Dollars ($7,400.00), shall be payable to Post Panda on August 14, 2024.

3. **County Responsibilities**

A. The County shall provide the facility/venue for the Festivals at Smith Lake Park and will coordinate with local law enforcement agencies to provide traffic control, medical services and security.

B. The County shall provide parking near the Festival grounds for patrons of the Festival each day. The County shall reserve the right to charge patrons of the Festival for parking.

C. The County shall provide cleaning and maintenance services at the facility/venue for each Festival.

4. **Term**

The "Term" of this Agreement shall commence with the date hereof and shall continue until completion of the final Festival hereunder, Labor Day Holiday weekend (September 1-2, 2024).

5. **Cancellation for Safety; Force Majeure**

A. i. The County shall have the final decision on canceling and rescheduling a Festival if the County deems in their sole discretion that the event will be unsafe.

ii. Further, but without limiting the generality of (i) above, if because of a "Force Majeure Event" as described below, Post Panda is materially hampered in its obligation to book the entertainment for the Festival at Smith Lake Park pursuant to the Agreement, the County shall have the right to cancel and reschedule the Festival.

iii. In the case of cancellation per the terms of this Paragraph 5(A), the parties shall, as soon as reasonably practicable following such cancellation, mutually determine a date for the rescheduled Festival.

B. For the avoidance of doubt, if a Force Majeure event prevents a Festival from occurring at the specified date and time, Post Panda's fee in connection with the Festival will not be refunded. However, the parties will reschedule such Festival at a mutually agreeable time within the end of said calendar year.

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

7. **Relationship of the Parties**

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

8. **Notices**

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

9. **Warranties and Representations:**

Each party hereto hereby warrants and represents that: (i) it has the full right, power and authority to enter into this Agreement; and (ii) it is fully capable of performing its obligations under this Agreement, and will perform such obligations with all due skill, care and diligence. Each party hereto hereby indemnifies the other against any and all actions or claims, including reasonable legal fees, brought as a result of a breach of the warranties and representations provided in the Agreement. Each party hereto agrees, warrants and represent to perform its services with reasonable skill, care and diligence and in good faith, in accordance with its normal and usual practices.

10. Miscellaneous

A. This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings and may be amended only by the signed written agreement of all parties hereto. No waiver of any rights or obligations hereunder shall, unless explicitly so provided, constitute a waiver of any other rights or obligations hereunder, nor unless explicitly so provided, shall a waiver of any breach or default hereunder constitute a waiver of any other or subsequent breach or default. If any provisions of this Agreement is declared invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

B. This agreement shall be governed by and construed in accordance with the laws of the State of Alabama applicable to contracts entered into and wholly performed therein. The venue for any action or proceeding brought by any party against the other shall be in the Circuit Court of Cullman County, Alabama.

C. The headings of the paragraphs hereof are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of the Agreement or any portion thereof.

D. This Agreement shall be effective upon execution by authorized representatives of each party. This Agreement may be entered into in separate counterparts, and any number of counterparts signed in the aggregate by the parties shall constitute a single original instrument. In order to timely effectuate execution of this Agreement, the parties shall be permitted to exchange facsimile signatures and/or scanned/emailed signatures, provided that the original signature pages shall be sent via U.S. first class

mail to the other party within five (5) business days of the facsimile and/or email transmission.

F. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the County and Post Panda, and the parties hereto shall make no such representation to anyone.

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

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

Cullman County Commission

By: _____

Jeff "Clem" Clemons

Print Name / Title

Date: 3/19/24

Post Panda Promotions, LLC

By: _____

Alex Cope / Owner

Print Name / Title

Date: 3/13/24

Sponsored By

ACCA
Association of County Commissions of Alabama

Association of County Commissions of Alabama
Workers' Compensation Self-Insurers Fund

FUND YEAR 2022 FINAL AUDIT BILLING

MAKE CHECKS PAYABLE TO: **ACCA WCSIF**

BILLING DATE: 3/1/2024

MAIL CHECKS TO: **COUNTY RISK SERVICES, INC.**
P.O. BOX 589
MONTGOMERY, AL 36101-0589

MEMBER:
Cullman County Commission
ATTN: Judy Bradford
500 2nd Ave SW, Rm 202,
Cullman, Alabama 35055

FUND	YEAR	ACCT	SB
0086	2022	0033	00

FUND AUDIT BILLING PERIOD: 10/1/2022 TO 10/1/2023

Code	Sub	Classification of Operations	Payroll	Rate	Annual Contribution
5506	00	St/Rd Constr/Pav-Incl Drivers	3,427,366.00	4.95	$169,654.62
7380	00	Drivers, Chauffeurs	534,583.00	4.51	$24,109.69
7520	00	Waterwks-Incl Sales/Drivers	1,243,172.00	2.52	$31,327.93
7720	00	Sheriff's Department	8,600,082.00	3.22	$276,922.64
8380	00	County Shop/Auto & Truck Repair	637,319.00	2.81	$17,908.66
8810	00	Clerical Office Employees Noc	4,540,982.00	0.14	$6,357.37
8820	00	Attorneys All Employees	140,088.00	0.12	$168.11
8831	00	Hospital-Vet & Drivers	277,760.00	1.41	$3,916.42
8832	00	Coroner	31,923.00	0.32	$102.15
8835	00	Public Health	0.00	2.28	$0.00
8864	00	Social Services Organization	312,493.00	1.58	$4,937.39
9015	00	Building Custodian	302,589.00	3.03	$9,168.45
9102	00	Parks-Incl Drivers	924,764.00	2.47	$22,841.67
9403	00	Garbage Coll-Incl Drivers	1,609,600.00	6.52	$104,945.92
9410	00	County Employees, Incl Drivers	1,987,331.00	1.95	$38,752.95

Total Manual Contribution	$711,113.98
Total Fund Adjustments/Discounts	$-122,524.94
Total Limited Normal Contribution	$588,589.04
Less Estimated Previously Paid	$553,375.31
Amount Due – Fund	**$35,213.73**
Experience Modification	1.00

If Paid on Time	**Avoid These Penalties**	
03-01-24 - 03-31-24	**2% added 04-01-24** $704.27	**+ 8% added 05-01-24** $2,873.44
$35,213.73	After 04-01-24, Pay $35,918.00	After 05-01-24, Pay $38,791.44

Adopted February 24, 1994 by the Board of Trustees of the ACCA Workers' Compensation Fund:

Workers' Compensation premiums are due and payable on March 1.

If full payment is not received on or before March 31, the non-paying member shall be assessed two percent (2%) of the unpaid balance on April 1 and an additional eight percent (8%) of the unpaid balance on May 1.

An additional two percent (2%) of the unpaid balance will be assessed on the first of each month thereafter.

Checks should be made payable to: ACCA WCSIF

ACCA
Association of County Commissions of Alabama

P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594
www.alabamacounties.org
Workers' Compensation Self-Insurers' Fund

March 1, 2024

Judy Bradford, HR Manager
Cullman County Commission
500 2nd Ave SW, Rm 202
Cullman, AL 35055

RE: ACCA Workers' Compensation Self-Insurers Fund
2022-23 Payroll Audit

Dear Judy:

Please find attached a copy of your audit for coverage through the Association of County Commissions of Alabama Workers' Compensation Self-Insurers Fund. Your Workers' Comp Audit Packet includes this letter, final audit invoice, and a copy of the NEIS audit. If changes were made to your NEIS audit, there will be an additional attachment labeled Audit Adjustment. In the attached document you will find notes explaining the adjustments.

Please take a moment to review this audit for coverage from October 1, 2022 to October 1, 2023. If we do not hear from you by March 20, 2024, regarding the accuracy of the attached audit, we will assume that the audit is correct as presented.

As a result of your payroll audit, an additional payment is due. We ask that your audit contribution be paid by March 31, 2024.

Thank you in advance for your cooperation in this matter and for the opportunity to serve your workers' compensation needs. If we may be of help to you, please do not hesitate to call.
Sincerely,

H. van Arcken

Henry van Arcken
Director of Insurance Services

Sourcewell
Formerly NJPA

The WEX Sourcewell Government Fleet Card Program

Upgrade your organization's fueling with Sourcewell (formerly NJPA) — *with no RFP.*

Better Savings

Get monthly rebates based on gallons purchased

Use electronic billing to reduce administrative costs

Participation is FREE — no enrollment, setup, or card fees

Better Security

Manage spending with purchase limits you control

Use Driver IDs at the pump to **help prevent fraud and misuse**

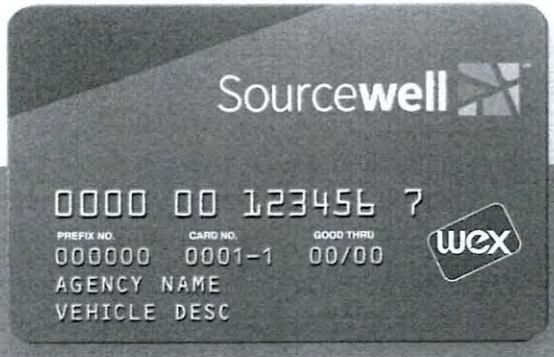
Better Accounting

Track spending online and see fuel grade, cost per gallon, and sales tax for every purchase

Download monthly reports including exception reporting

Tax exemption and reporting available for qualified fleets

A Better Experience



Accepted at 95% of fuel stations nationwide

Apply Today

WEX Fleet Card Contract No. 042016-WEX

wex

Sourcewell
Awarded Contract

FUEL ANYWHERE. SAVE EVERY DAY.

Accepted at 95% of fuel stations nationwide.

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Aloha
Aviation
Bell Gas
Bigfoot
Capital City
Carousel
Certified
City Garage
Cogos
Crystal Flash
Cumberland Farms
D & D Oil
Dairy Mart
Depot
Drivers Traveler
Dynamic Mart
Economy
Eddins Walcher
Enmark
Express Stop
Family Express
Farstad
Fast Track
Fauser Oil
FFP
Flash Foods
Food Chief
Fuel Mart
Gas America
Giant
Git-n-Go
Global
Grow Mark
Halley's
Handy Andy's
Huck's
ICO
Ideal
Inter City
Johnson & Dixon
Kenyon
King Soopers
Koch
Kramer
Krause
Kum & Go
Kwik Pantry
Lil Champ
Lucky Stop
M & H
Macs Stores
McClure Oil
MFA Oil
Mr. Cut Rate
Multi Serv
NAPA
Novus
NU-Way
Oasis
O'Connor
OK Petroleum
Pantry
Petro King
Petro Stop
PRIDE
Pure
Qik N EZ
Quality Oil
Quik Mart
Road Ranger
Robinson Oil
Rotten Robbie
Royal Farms
Rutters
Rymes 24
SC Fuels
Smokers Express
Sprint
Stewarts Shops
Taylor Foods
TCI
Thorntons
TOTAL
Town&Country
Trade Mart
Trade Oil
Tripar Oil
US Oil
USCO
Valley Dairy
Weigel Store
Wesco
Williams Travel
Xtra Fuels
Zip Mart

Card acceptance is subject to independent owner/operator participation and subject to change without notice.

ACCEPTING SERVICE SITES

American LubeFast
Big O Tires
Daimler/Chrysler
Diamond/Triumph Auto Glass
Dodge BusinessLink™ (limited participation)
GM Goodwrench (limited participation)
Harmon Glass
Netcost Auto Glass
Tire Centers Inc
Wash Depot
...and many regional and independent locations nationwide.

wex

PURCHASE CONTROLS



TIGHTER CONTROL OVER SPENDING

Enforce purchasing policies for piece of mind

The WEX fleet card offers a suite of control and alert tools that let you know ***where, when, what,*** and ***how much*** is being spent. Managed through our industry leading ***WEX Online®*** account management tool, these powerful tools provide actionable purchase policy enforcement capabilities.

PRODUCT TYPE CONTROLS

When the card is swiped, merchant product codes automatically compare the purchase against pre-set card profile limits. If the product types are allowed and the set limits have not been exceeded, we authorize the transaction, and the merchant completes the sale. If the card is beyond the limits, it will be declined.

You can set overall limits for all purchases for a specific time period — daily, weekly, twice monthly, or monthly; and your fleet's total purchases for that period — transactions per period, dollars per period and gallons/units per period.

PUMP SHUT-OFF FEATURE

WEX now offers a powerful ***pump shut-off feature**** to assist you with enforcement of policies. When a driver exceeds your pre-set limits, the pump will shut off. This feature is available at most major retail fuel brands.



REAL TIME ALERTS

This control generates an alert detailing a purchase that is beyond your pre-set alert values. Choose to be notified by email or text, and make quick decisions on how best to deal with the situation at hand.

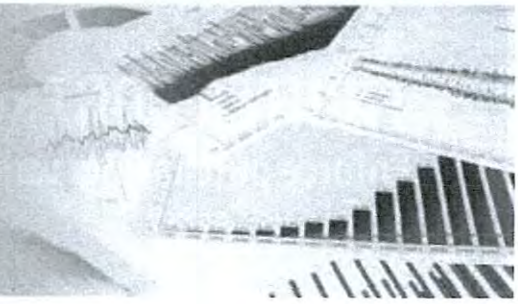
*Visit www.wexinc.com/pumpshutoff for list of accepting merchants.

WEX CONTROLS



WEX ONLINE® REPORTING

Specialized reports put facts in your hands



WEX Online® offers a suite of reporting capabilities. Our specialized fleet management reports give you the power to save money, cut administrative time, comply with tax regulations, and more.

STANDARD AND CUSTOM REPORTS

WEX Online® offers both standard and custom reports, so you get the type of information you need.

EXAMPLES:

Purchase Activity Report (PAR) — compile information on all fueling and maintenance purchases made with the WEX Universal Fleet card — for hundreds of vehicles or just a few.

Premium Custom Reports — select your criteria to generate ad hoc, real-time reports: Exception, Transaction Summary, and Transaction Detail reports. Export these reports directly into your own spreadsheet, to easily analyze and share your data.

Summary Reports — use our Financial Summary, Site Summary and Exception Summary reports to manage your vehicle-related expenses and plan your fleet budget.

Tax Exemption Reports — for qualified tax-exempt fleets, monthly report packages provide tax information at both the transaction and summary level, and will include all tax exemptions that can be applied to your account under our program.

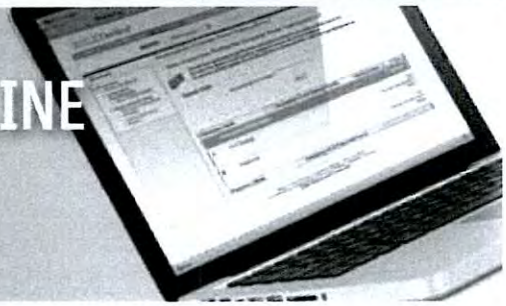
Minority and Women-Owned Businesses Report (MWOBE) — a quarterly report, summarizing by fleet account and month, transactions, gallons and dollars spent at MWOBE fuel and service locations.

FAST FACTS



MANAGE YOUR ENTIRE FLEET ONLINE

WEX Online® is your fleet management portal



WEX Online® is a cutting-edge web-based tool that provides you access to view and manage every detail of your fleet card program. We created the site to put information at your fingertips 24/7 so you can take action as needed.

PROFILE MANAGER

The profile manager allows you to establish purchase control profiles for individuals, groups of drivers, vehicles and more. Set rules for how the card can be used, how often, and when. Add spend limits for fuel, service, parts, and general merchandise. Your rules will be embedded in the respective cards — if a transaction exceeds your limits, the system will decline the purchase. You set the control limits. We enforce them.

EXPENSE MANAGEMENT TOOLS

WEX Online® makes it easy to manage your fleet spend in one central place. Set up profiles, billing, and reporting functions, limits, and restrictions. Add custom fields and assign codes, such as General Ledger (GL). Run queries on purchase transactions, vehicles and drivers.

FUEL PRICE MAPPING

Our ***Fuel Site Locator*** combines fuel transaction data with Google Maps™ to help drivers find current best prices by city, state, zip, fuel type, PPG, or brand. Find the lowest cost fuel stations with our fuel price mapping technology, which updates prices hourly. Our ***Octane mobile version*** is free, and gives drivers access on the road.





OCTANE

ESTIMATE

Cardiac Solutions LLC
2013 Springhill Ct
Birmingham, AL 35242

ehieneman@cardiac-solutions.net
+1 (888) 223-2939
www.cardiac-solutions.net

Cardiac Solutions™
It's about saving lives

Cullman County Sheriff

Bill to
Rebekah Cash
Cullman County Sheriff
1910 Beech Ave SE
Cullman, AL 35055 USA

Ship to
Rebekah Cash
Cullman County Sheriff
1910 Beech Ave SE
Cullman, AL 35055 USA

Estimate details
Estimate no.: 1145
Estimate date: 02/27/2024

#	Product or service	Qty	Rate	Amount
1.	**HeartSine SAM 360P AED, Fully-automatic** HeartSine SAM 360P AED, Fully-automatic	80	$1,899.00	$151,920.00
2.	**Survival Path** AED program management	80	$899.00	$71,920.00
3.	**AED Sentinel**	80	$799.00	$63,920.00
4.	**AED Sentinel Monthly Monitoring** Monthly monitoring fee (12 months of monitoring x $31.00 per AED/month)	80	$372.00	$29,760.00
5.	**CS Wall Cabinet** White Metal Wall Cabinet	20	$279.00	$5,580.00

Subtotal	$323,100.00
Shipping	$9,960.00
Total	**$333,060.00**

Note to customer

Thank you for the opportunity! Have a great day!
There will be a 4% processing fee for credit card payments.

Matt [illegible], Sheriff

UPDATED DRAFT

GUIDELINES FOR ACCEPTANCE OF ROADS INTO COUNTY MAINTENANCE SYSTEM ADOPTED BY THE CULLMAN COUNTY COMMISSION MARCH 19, 2024

In an effort to improve the transportation and quality of the citizens of Cullman County, Alabama, the County sets forth these guidelines for the acceptance of roads into the County maintenance system (the "system"). When a road is accepted into the system, the work on the road will usually be limited to grading, graveling, ditching, right-of-way mowing, cross drain installation and signage. Nothing contained herein will require the County Commission to accept a road into the system or to perform any work thereon except as the Commission shall determine in each individual instance.

There are strict subdivision regulations promulgated by the Alabama Legislature, incorporated into the statutes and adopted and enforced by the Cullman County Commission. These guidelines may not be used by any developer or others to circumvent the subdivision regulations and any efforts to do so shall be prosecuted to the full extent of the law.

The acceptance of any roadway into the system shall be at the discretion of the Commission with the approval of the County Engineer. No roadway will be accepted into the system that circumvents or attempts to circumvent the subdivision regulations.

Before being considered for acceptance into the system, the following criterion shall be met:

1. The road must serve a minimum of five residences.

2. The road must have a minimum of 18 feet of roadbed.

3. There must be convincing and substantial evidence that the adjoining and interested landowners have attempted to keep the roadway maintained.

4. There must be granted to Cullman County by all the property owners adjacent to the roadway a minimum of 50 feet right-of-way. The amount of feet required shall be determined by the Commission and County Engineer considering needed cross drain, deep hollows, steep hills and other criteria as the Commission and Engineer may determine. It shall be the responsibility of the property owners to contact all affected property owners and obtain all required easements and right-of-way properly signed and acknowledged and delivered to the County Road Department. Right-of-way documents are available at the County Road Departments.

5. All dead-end roads must have a minimum 100-foot cul-de-sac, 50-foot radius.

6. All driveways must have a proper sized pipe (minimum 15-inch) metal, high density plastic or concrete pipe that meets the approval of the Commission and the Engineer.

UPDATED DRAFT

GUIDELINES FOR PAVING COUNTY MAINTAINED GRAVEL ROADS ADOPTED BY THE CULLMAN COUNTY COMMISSION MARCH 19, 2024

In an effort to improve the transportation and quality for the citizens of Cullman County, Alabama, the County sets forth these guidelines for having Gravel County Roads Paved. Nothing contained herein will require the County Commission to pave the road. The Commission shall determine in each individual need for the road to be paved.

The paving of any county roadway in the system shall be at the discretion of the Commission with the approval of the County Engineer.

Before being considered for paving, the following criterion shall be met:

1. The road must serve a minimum of five residences.

2. The road must have a minimum of 18 feet of roadbed.

3. There must be convincing and substantial evidence that the adjoining and interested landowners want the road paved.

4. There must be granted to Cullman County by all the property owners adjacent to the roadway a minimum of 50 feet right-of-way. The amount of feet required shall be determined by the Commission and County Engineer considering needed cross drain, deep hollows, steep hills and other criterion as the Commission and Engineer may determine. It shall be the responsibility of the property owners to contact all affected property owners and obtain all required easements and right-of-way properly signed and acknowledged and delivered to the County Road Department. Right-of-way documents are available at the County Road Departments.

5. All dead-end roads must have a minimum 100-foot cul-de-sac, 50-foot radius right-of-way.

6. All driveways must have a proper sized pipe (minimum 15-inch) metal, high density plastic or concrete pipe that meets the approval of the Commission and the Engineer.

7. Obstructions including but not limited to fencings, buildings, storm shelters, etc. cannot be closer than 25 feet from the center of the roadway. The obstacles must be removed at the expense of the landowners.

8. All existing water, electricity and other utilities must be moved from the roadway and ditch areas. The property owners shall be responsible for moving the utilities and the County shall not be liable for any damages.

Cullman County
COMMISSION

SUBDIVISION RULES AND REGULATIONS
ADOPTED BY THE
CULLMAN COUNTY COMMISSION

(Revised March 24, 2024)

THESE ARE ADOPTED REGULATORY POLICIES OF THE CULLMAN COUNTY COMMISSION PERTAINING TO THE CONSTRUCTION OF STREETS AND/OR DRAINAGE STRUCTURES (INCLUDING PIPE REQUIREMENTS) FOR NEW ROADS OR NEW SUBDIVISIONS AND/OR OTHER DEVELOPMENTS IN CULLMAN COUNTY:

SUBDIVISION RULES AND REGULATIONS

TABLE OF CONTENTS

PAGE

GENERAL PROVISIONS

SECTION I	1: PURPOSE	1
SECTION II	1: DEFINITION	2
	2: AUTHORITY	2
	3: INTERSTATE LAND SALES ACT	2
	4: JURISDICTION	3
	5: EXEMPTION	3
SECTION III	1: GENERAL REQUIREMENTS	3
	2: FRONTAGE ON IMPROVED ROADS	5
SECTION IV	1: ENGINEERING REQUIREMENTS AND INSPECTION	6
	2: INSPECTION	7
SECTION V	1: STREETS AND/OR ROADS	8
	2: MINIMUM REQUIREMENTS	10
SECTION VI	1: MINIMUM STREET DRAINAGE REQUIREMENTS	11
	2: RIGHTS OF WAY	12
	3: LOT REQUIREMENTS	13
	4: ACCESSIBILITY	13
	5: ALLEYS	13
SECTION VII	1: VARIANCES	13
SECTION VIII	1: MISCELLANEOUS	14
SECTION IX	1: REQUIRED IMPROVEMENTS BOND	16
	2: REQUIRED MAINTENANCE BOND	16
SECTION X	1: STANDARD DRAWINGS	17
SECTION XI	1: SANITATION REQUIREMENTS	17
SECTION XII	1: APPROVAL FOR ADDRESSING	17
SECTION XIII	1: APPROVAL FOR UTILITY INSTALLATION	17

SECTION XIV	1: APPROVAL FOR MUNICIPALITY	18
SECTION XV	1: PENALTIES	18
SECTION XVI	1: STANDARD VERBIAGE	19
SECTION XVII	1: REQUIREMENTS FOR BASE COURSE	23
SECTION XVIII	1: EFFECTIVE DATE	24
ATTACHMENTS	1: TYPICAL SECTION	25
	2: APPLICATION	26

SUBDIVISION RULES AND REGULATIONS
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GENERAL PROVISIONS

SECTION I

1. PURPOSE

a. To safeguard and provide for the public health, safety and general welfare of residents and property owners of Cullman County.

b. To serve as guidelines for future growth and development of Cullman County.

c. To protect the character, social and economic development of all lands in Cullman County and to encourage the orderly and beneficial development of Cullman County.

d. To regulate public and private policy and action, in order to provide adequate and efficient transportation, streets and utilities.

e. To establish reasonable standards of design and procedures for subdivisions in order to further the orderly layout and use of land and insure proper legal descriptions and monuments in subdivided land.

f. To promote the eventual elimination of unsafe or unsanitary conditions.

SECTION II

1. DEFINITION

SUBDIVISION: The development and division of a lot, tract, or parcel of land into two or more lots, plats, sites, or otherwise for the purpose of establishing or creating a subdivision through the sale, lease, or building development. Development includes, but not limited to, the design work of lot layout, the construction of drainage structures, the construction of buildings or public use areas, the planning and construction of public streets and public roads, and the placement of public utilities. A subdivision does not include the construction or development of roads or buildings on private property to be used for agricultural purposes.

a. Major subdivision – All subdivisions not classified as a minor subdivision.

b. Minor subdivision – Any subdivision with all parcels or lots fronting an existing county-maintained road that does not involve any new street or road or the extension of public facilities, does not require the creation of any public improvements, does not adversely affect the remainder of the parcel, surrounding property, or county roadways and right of ways, and does not create any additional storm water runoff.

County: A political subdivision of the state created by statute to aid in the administration of government.

Streets: Streets, avenues, boulevards, roads, lanes, alleys, viaducts, and any other roadways.

2. AUTHORITY

Regulation of subdivisions is granted to the counties in the Code of Alabama 1975, Title 11, Chapter 24 as amended.

3. INTERSTATE LAND SALES ACT

The Owner or Developer is advised to review the Interstate Land Sales Full Disclosure Act to determine if the proposed development must comply with those particular rules and regulations.

4. JURISDICTION

The jurisdiction of these regulations shall include all of the unincorporated area of Cullman County, Alabama. Where any subdivision lies within the extra territorial planning jurisdiction of any municipality having exercised said extra territorial jurisdiction, the requirements of approval of improvements in said subdivision by the County Commission shall in no way diminish, waive, or otherwise lessen the requirements of such municipality. The more strict requirements, whether of the municipality or the county, must be complied with by the Owner or Developer. Approval by the County Commission shall in no way constitute approval in lieu to subdivisions lying within its extra territorial jurisdiction. All such maps or plats must be first submitted to and approved by the other appropriate agency exercising jurisdiction over any subdivision lying within the extra territorial planning jurisdiction and, following such approval, must then be approved by the County Engineer.

5. EXEMPTION

a. These Regulations shall not apply to the sale, deed, or transfer of land by the owner to an immediate family member, except that, in the event that there is any sale, deed, or transfer of land by the owner or an immediate family member to someone other than an immediate family member, this chapter shall then apply to any subdivision of property as defined in subdivision (4) of Section 11-24-1.

SECTION III

1. GENERAL REQUIREMENTS

a. Prior to any construction, the Owner or Developer shall submit a proposed plat with a vicinity map and file an application for a "Permit to Develop" from the County Engineering Dept. as outlined in The Code of Alabama 1975, Title II, Chapter 24 as amended. After the proposed plat has been approved by the County Commission, the owner or developer will obtain a "Permit to Develop" from the County Engineer. Construction may begin after the Permit is obtained and a preconstruction meeting between the Owner or Developer and the County Engineering Department. Permit will be valid for a period of one year from issuance date. If construction is not complete at that time a permit extension must be obtained from the County Engineer.

The plat shall be on a contour map with a scale of 1" = 200 feet and contour intervals of twenty (20) feet. This map shall show the preliminary layout of the lots, the location of the roads, the location, and size and drainage area of the proposed drainage structures, location of all proposed utilities, and the names and addresses of all adjoining property owners.

b. Roads shall be built in accordance with the typical section drawing located in the appendix. The base course shall have a minimum thickness of six (6) inches and a width of twenty-four (24) feet.

c. All bituminous treatment or bituminous concrete paving shall have a recommended width of twenty (20) feet with a minimum of 18 feet and a minimum shoulder width of three (3) feet. If a 20-foot or greater pavement is used, a minimum two (2) foot shoulder is acceptable. All roads with curbs and gutter and/or valley gutter shall have a minimum paved roadway width of twenty-three (23) feet between gutters. Cul-de-sacs shall be paved with a minimum radius of forty (40) feet

d. Drainage pipe for driveways and side drainpipes shall be a minimum size of 15". Pipe may be coated, uncoated or aluminized 16-gauge metal pipe, or corrugated high density polyethylene pipe, or reinforced concrete.

e. Drainage pipe for roadways shall be a minimum size of 18". Pipe may be reinforced concrete pipe (Class 3 or better) or high-performance polypropylene. The high-performance polypropylene pipe may not be used where the fill depth is greater than manufacturer's recommendations. Structures having twenty (20) square feet or more of end area, must be approved by the County Engineer prior to installation.

f. The road right-of-way shall be a minimum of fifty (50) feet.

g. All required traffic signs and street signs shall be placed and installed by the Owner or Developer in accordance with the Manual on Uniform Traffic Control Devices. Installation shall be coordinated with the County Engineers Dept.

h. The County Health Department, utility companies, and E-911 shall have approved the final plat before the Owner or Developer submits the plat to the County Engineer for signature.

i. Where public water is available, the Owner or Developer shall contact the local water authority for the proper sizing of the water line. Where possible, the water line should be of sufficient size to accommodate the installation of fire hydrants along the proposed street. The Owner or Developer shall contact the local fire department for the proper location of

any fire hydrants installed in the subdivision. If an existing water line is located underneath or on the other side of existing road and will be accessed for the subdivision lots and require multiple taps, it shall be relocated. All costs shall be the responsibility of the Owner or Developer.

j. After all work within the road ROW as shown on the approved proposed plat has been completed, the final plat shall be submitted to the County Engineer for approval and signature. The Developer may opt to submit the final plat for approval prior to the completion of all work. If this option is chosen a surety bond covering 150% of the estimated cost of the construction shall be provided to the County prior to consideration of the final plat.

k. After the final plat has been signed by the County Engineer it shall be filed for record or received for filing in the Office of the Judge of Probate. A copy of the recorded plat shall be provided to the County Engineer Department within ten (10) days of final plat approval.

l. A minimum of twelve (12) months after approval of final plat and release of construction surety, if applicable, the Owner or Developer may request the road(s) be accepted into the County Road Maintenance System. This request shall be made to the County Engineer and submitted for approval to the County Commission during a regularly scheduled meeting. Roads in need of maintenance will not be considered for acceptance until necessary repairs have been made.

   NOTE: A maintenance surety bond will be required for the period following final plat approval and release of construction bond, if applicable, until roads are accepted in the County's maintenance system. No maintenance bond will be required on roads to be privately maintained.

m. The construction requirements contained within these regulations shall apply to private developments. The developer, or other responsible party, shall give public notice prior to any sale of divided property where roads are to be privately maintained. Notice MUST be recorded in the Cullman County Probate Judge's Office. The recorded notice must contain an affirmative statement declaring the intent to privately maintain the roadway in perpetuity.

2. FRONTAGE ON IMPROVED ROADS

a. No subdivision shall be approved unless the area to be subdivided shall have frontage on, and access from:

   1) an existing State road maintained by the State, County road maintained by the County, City road maintained by the City, or

2) public road shown upon an approved plat recorded in the Cullman County Probate Judge's office. Such public road must be suitably improved as required by the rules, regulations, specifications, or orders, or be secured by an improvement guarantee required under these subdivision regulations, with the width and right-a-way required by these subdivision regulations.

3) All individual lots shall have a minimum thirty (30) feet frontage.

SECTION IV

1. ENGINEERING REQUIREMENTS AND INSPECTION

a. The Owner or Developer shall furnish the Cullman County Engineer's Dept. three (3) or more copies of the proposed plat and vicinity map showing the location of the proposed lots, the location of the proposed roads, the locations, size and drainage area of the proposed drainage structures, and the location of the proposed utilities.

1) The proposed plat shall be on a contour map with a scale of 1"= 200 feet and contour intervals of twenty (20) feet and shall be certified by a Registered Civil Engineer or Land Surveyor.

2) The Owner or Developer shall include a list of all proposed utilities planned for the subdivision. The County Engineer's Dept. will notify the affected utilities for any comments concerning the proposed development.

3) The Owner or Developer shall include a list of all adjacent property owners and address. The County Engineer's Dept. will notify all affected owners a minimum of ten (10) days prior to the County Engineer's recommendation to the County Commission for approval or disapproval.

b. Once the Owner or Developer completes all work in the development, a minimum of three (3) mylar final plats with original signatures shall be submitted to the County Engineering Dept. for approval. The final plat shall show the following:

1) All dimensions expressed in feet and decimals of a foot, a vicinity map, a north arrow, and graphic scale.

2) The 911 road number, location and width of all roads and other areas to be dedicated for public and/or private use and all right of ways to be dedicated for the installation and maintenance of utilities, all fully dimensioned, showing the angle of intersection of streets and the radii, chords, point of tangency, sub-tangent lengths and the central angles for all curvilinear roads, and the radii of all rounded corners, and shall also contain notations concerning the dedication, reservation and use of such public and/or private areas and right of ways within the subdivision.

3) The boundaries of the property proposed for subdivision, including all bearings and dimensions as determined by an accurate survey in the field.

4) Lot numbers, lot lines and building lines, if applicable, along with angles or bearings and distance of nonparallel lot lines.

5) The location and description of all permanent monuments set at critical points and so interconnected and dimensioned that any registered land surveyor can lay out lots or streets in the subdivision correctly by referring to the plat alone without any additional information and notation designating that all such monuments have been set.

6) A certificate of ownership and dedication and an accompanying certificate of acknowledgement in standard verbiage.

7) A land surveyor's certificate with standard verbiage.

8) All owner signatures shall be notarized.

9) A title block, showing the title of the subdivision.

10) Land tie to governmental boundary surveys.

11) Spaces for approvals of the County Engineer, County Health Officer, utility companies, E-911 Office, and the Judge of Probate.

12). Where roads are to remain private, it is also required that the plat and deeds have a statement printed on them stating that the streets are not a part of the County Maintenance System.

2. INSPECTION

a. The County Engineer or his/her designee shall monitor and periodically inspect for defects in the construction of the required improvements. If the

County Engineer finds upon inspection that any of the required improvements have not been constructed in accordance with the County's adopted construction standards and specifications, the applicant shall be responsible for correcting any deficiencies. Wherever the cost of improvements is covered by a surety, the applicant and the Surety Company shall be severally and jointly liable for completing or paying the cost of the improvements according to specifications. Inspections may be requested at anytime, however must be made as follows:

1) Before the placing of the base course, the Owner or Developer shall request approval of the subgrade from the Cullman County Engineering Dept to determine if a layer of subbase is needed. The Owner or Developer shall also submit a request for the approval of the type and thickness of the base material to the Cullman County Engineer's Office.

2) Before the Owner or Developer paves the roads in the subdivision the fill beneath the roadway including base and sub-base shall be compacted to the satisfaction of the Cullman County Engineering Dept., or certified compaction reports submitted by the Owner or Developer to the County Engineering Dept. Prior to placing any fill all roadway areas shall be cleared, grubbed and stripped of all unsuitable material. The County Engineering Dept. will approve the paving materials and authorize the Owner or Developer to begin paving the roads.

b. Drainage structures having twenty (20) square feet or more of end area must be approved by the County Engineer. If requested, the Owner or Developer may be required to submit special drawings of the proposed drainage structure. All drainage structures shall be properly compacted and backfilled.

SECTION V

1. STREETS AND/OR ROADS

a. The latest edition of the Alabama Department of Transportation Standard Specifications For Highway Construction is hereby made a part of these regulations and shall apply to construction procedures, construction methods, material requirements and etc., except as otherwise noted herein. The Cullman County Engineering Dept. shall have the final authority as to this requirement.

b. All streets and/or roads shall be along contour elevations, which will result in minimum grades and safe horizontal and vertical visibility wherever practicable with adequate consideration given to future land use.

c. All streets and/or roads must provide for the continuation or projection of principle streets in surrounding areas and provide reasonable means of ingress and egress for surrounding or adjacent land.

d. The Owner or Developer will be responsible for the placement and maintenance of proper signage of new streets or roads until the road is accepted into the county road system. Signage shall be coordinated with the County Engineering Department prior to the installation of any street signs. Regulatory and Warning Signs shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

   Additionally, for subdivisions where roads are not to be accepted into the County Maintenance System, the Owner or Developer of the subdivision is required to install a sign of reasonable size at the entrance of the subdivision stating, "ROADS NOT MAINTAINED BY COUNTY BEYOND THIS POINT". It is the responsibility of the Owner or Developers of the subdivision to maintain this sign until the road is accepted by the county

e. All roads shall be built in the center of the right of way and shall be paved with approved materials.

f. All cul-de-sacs shall be designed with a minimum radius of fifty (50) feet with a minimum transition radius of twenty-five (25) feet. Cul-de-sacs shall be paved with a minimum radius of forty (40) feet.

g. Public utilities shall be installed in accordance with the State of Alabama Department of Transportation Utility Manual. The Owner or Developer shall coordinate his work with the appropriate utility or fire department and comply with the local standards. These utilities shall be installed prior to Cullman County's acceptance of the streets and/or roads. All costs shall be the responsibility of the Owner or Developer.

h. Paving marking will be required where deemed necessary for public safety.

i. Where land is subdivided into larger parcels than ordinary building lots, such parcels shall be arranged so as to allow the opening of future roads and logical further subdivisions.

2. MINIMUM REQUIREMENTS

a) The following design standards shall be considered minimum requirements for all subdivisions. It is the responsibility of the developer to communicate and schedule with the County Engineer prior to initiating any and all steps of the road building process. In addition to other penalties prescribed by law and by these regulations, any road construction performed without the knowledge and inspection of the County Engineer will not be considered for acceptance by the county.

1) The street and/or road shall have a roadway width (including shoulders) of not less than twenty-four (24) feet and the subgrade shall be compacted and properly shaped prior to the placement of base course materials.

2) The base course shall have a compacted thickness of not less than six (6) inches and a width of twenty-four (24) feet. The base course shall extend one (1) foot outside of curb and gutter and/or valley gutter sections. All base course materials shall be approved by the County Engineering Dept. as to quality and durability. (See appendix for graduation requirements and typical section) Base Course shall be compacted as required by the County Engineer or his/her representative, or certified compaction reports submitted by the developer.

3) The layers of embankment up to the top layer of subgrade shall be compacted as required by the County Engineer or his/her representative, or certified compaction reports submitted by the developer. Subbase and base course layers of local materials shall be placed in successive layers not to exceed six (6) inches per layer. Each layer shall be compacted to specifications.

4) All roads shall be paved with a bituminous treatment or a bituminous concrete and shall have a minimum width of eighteen (18) feet with a minimum shoulder width of three (3) feet. If a 20-foot pavement is used, a minimum two (2) foot shoulders is acceptable. All roads with curb and gutter and/or valley gutter shall have a minimum paved roadway width of twenty-three (23) feet between gutters. Cul-de-sacs shall be paved with a minimum radius of forty (40) feet. All bituminous treatments shall consist of a minimum 3-layer "KJG" surface with an approved bituminous material. Bituminous concrete pavement shall consist of a bituminous "A" treatment and a minimum 150 lb. /sy wearing surface.

5) A profile with proposed grades along with a drainage plan shall be submitted with the preliminary plat to the County Engineering Dept.

6) Grades over 18% will not be permitted.

7) All intersections shall have sufficient turning radii to accommodate the contemplated traffic.

8) For Average Daily Traffic (ADT) less than 2500 vehicles per day, roads shall be designed using the Alabama Department of Transportation's (ALDOT) "County Road Design Policy". (Example: A 35 mph design speed would translate into 390 feet of required sight distance.) For roads with ADT over 2500 vehicles per day, the AASHTO "A Policy on Geometric Design of Highways and Streets" shall be used. (Example: A 35 mph design speed would require 400 feet of required sight distance.)

9) Roads shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of two (2) new roads at an angle of less than seventy-five (75) degrees shall not be acceptable. An oblique road should be curved approaching an intersection and should be approximately at right angles for at least one hundred (100) feet from the intersection. Not more than two (2) roads shall intersect at any one point unless specifically approved by the County Engineer.

SECTION VI

1. MINIMUM STREET DRAINAGE REQUIREMENTS

a. Proper and sufficient drainage structures shall be constructed at designated locations determined by plans and/or by field inspections and contour maps of the area under development. The plans submitted shall indicate the number of acres involved in each drainage area and the Owner or Developer's Engineer shall show the recommended size structure designed to fit the area. The County Engineering Dept. will approve the design or may make changes upon study of the data submitted.

(1) Ditch checks may be required depending on the grade on long grades where cross drain pipes to divert the water do not seem feasible.

(2) Water will not be permitted to run along the street and/or road more than 500 feet where at all possible to divert.

(3) No oil drums or unacceptable pipe shall be used. All roadway cross drain pipe shall be a minimum size of 18" and all side drain pipe shall be a minimum size of 15". Only pipe that meets specifications equaling

Alabama Department of Transportation Specifications shall be acceptable.

(4) Driveway and side drainpipe may be reinforced concrete pipe or high-density polyethylene pipe meeting the requirements of either ASTM D335D Cell Classification 3244230C or ASTM D1248 Type III, Class C, Cat. 4, Grade P33 may also be used up to 60" diameter, or 14 gauge coated, uncoated or aluminized corrugated metal pipe. Stronger metal pipe may be required when deemed necessary by the County Engineer.

(5) Cross drain and culvert pipe shall be reinforced concrete pipe (Class 3 or better) or high-performance polypropylene. The high-performance polypropylene pipe may not be used where the fill depth is greater than manufacturer's recommendations

(6) Headwalls, catch basins and/or inlets shall be constructed if deemed necessary by the County Engineer.

2. RIGHTS OF WAY

a. Rights of way for any street or road which is or might become an arterial highway or main thoroughfare shall be a minimum width of sixty (60) feet.

b. Rights of way for all other streets and/or roads shall be a minimum of fifty (50) feet. The street and/or road shall be located in the center of the right of way.

c. All cul-de-sacs shall be designed with a minimum ROW radius of fifty (50) feet with a minimum transition radius of twenty-five (25) feet.

d. Rights of way at intersections shall have turning radii unless waived by the County Engineer.

e. All lot lines shall be calculated to the right of way line and not to the center of the road.

f. Where a subdivision borders an existing road with a right-of-way less than that specified in these regulations, the applicant shall be required to dedicate such additional areas necessary to meet the minimum requirements, not to exceed 25' from center of existing road, unless section "g" below applies. The applicant shall dedicate areas for existing substandard roads to the full width as required by these subdivision regulations on property owned in the proposed subdivision.

g. Right of way widths in excess of the standards designated in these regulations shall be required whenever, due to topography, additional width is necessary to provide adequate earth slopes. Such slopes shall be in excess of 3 horizontal to 1 vertical.

3. LOT REQUIREMENTS

a. The minimum size of the lots shall conform to the requirements of the State of Alabama Health Dept.

4. ACCESSIBILITY

a. Where a proposed subdivision, addition or extension of an existing subdivision or development has no frontage on an existing public road, the Owner or Developer must provide and dedicate suitable rights of way, for ingress and egress. This connecting road becomes part of the street or road system of the proposed subdivision or development and is subject to all regulations set out herein.

5. ALLEYS

a. No alleys will be permitted unless:

(1) Front entrance cannot be attained because of abnormal lay of the lot in relation to the street or;

(2) There is an existing alley in an adjoining subdivision.

SECTION VII

1. VARIANCES

a. In order to avoid hardships and promote the effective and reasonable application enforcement of these rules, any deviation from these regulations or provisions must go through a variance process and have approval from the County Commission. A variance may be granted upon finding that strict application of these rules would cause undue hardship resulting from conditions peculiar to the site or situation under consideration, which could not have reasonably been anticipated in the writing of the rules. These include but are not limited to:

1. Seasonal loadings
2. Water table conditions
3. Topography
4. Soils and geology
5. Land use
6. Other factors as deemed necessary

b. Variances may be granted under the following procedures:

1. The Owner or Developers submit a request in writing to the Cullman County Commission a minimum of 15 days prior to the regularly scheduled commission meeting. The request shall state the particular section needing the variance, the reasons and circumstances which support the request, and any pertinent data to support the request.

2. If approved, any conditions or time limitations needed to comply shall be specified by the County Commission. A date which the variance will no longer be valid shall be prescribed in the decision. A continuance of the variance may be requested if submitted to the Commission at least 30 days prior to its expiration.

c. Variances may be revoked if:

1. The Owner or Developer is in violation of any requirements, condition, schedule, or limitation of the variance.
2. Operation under the variance is threatening the public or the environment. Written notice of revocation shall be provided to the Owner or Developer granted the variance.
3. In the case of a man-made or natural disaster that causes said variance to become noncompliant.

SECTION VIII

1. MISCELLANEOUS

a. All street or road corner monuments shall be established and shall be of a permanent material easily recognized. All lot pins shall also be established prior to final approval of the plat.

b. The County Commission will consider acceptance into County Maintenance System, upon recommendation of the County Engineer, a minimum of twelve (12) months, after construction of the streets, roads and drainage is completed and the final plat is approved and construction surety, if applicable, has been released provided:

(1) That the streets, roads and drainage meet the minimum requirements as set out in these regulations.

(2) That there are no claims or liabilities against the subdivision or development and so certified to the County Commission at the time of request for acceptance.

(3) That all improvements shown and stated on the plat or record map have been furnished and so certified in the request for acceptance.

(4) The road(s) is in good condition and does not require repairs or maintenance.

c. Erosion control shall meet the requirements of the Alabama Department of Environmental Management.

d. The Sketches and drawings attached are an integral part of these regulations and shall be adhered to unless a different design is specifically approved by the County Engineer and the Commission. Attention is called to typical section requirements as to crown, minimum front and back slopes, minimum ditch sections, minimum roadway widths, pavement widths, shoulder widths, base thickness and wearing surface.

e. Upon completion of the improvements being dedicated to the public, the applicant shall file with the County Engineer a statement stipulating the following:

1) That all such required improvements are complete;

2) That these improvements are in compliance with the minimum standards specified by the County Commission and the County Engineer for their construction;

3) That the applicant knows of no defects from any cause in those improvements; and

4) That these improvements are free and clear of any encumbrances or liens.

SECTION IX

1. REQUIRED IMPROVEMENTS BOND

a. Prior to the approval of the final plat the Owner or Developer shall have installed or constructed the following improvements or shall post a surety bond of sufficient amount to cover 150% of the required construction that is not complete at time of final plat consideration.

(1) All streets or roads shall have been constructed strictly in conformity with the requirements set out in Section V and VI.

(2) All drainage shall have been constructed strictly in conformity with the requirements set out in Section VI.

b. The Owner or Developer will forfeit his bond if the improvements are not made and fully completed within one (1) year of bond issuance date unless extension is granted by the County Commission.

If within twelve (12) months after filing said surety, the Owner or Developer has not completed all necessary improvements or if, the opinion of the County Engineer, said improvements have not been satisfactorily installed, the bond shall be used by the County to complete improvements in satisfactory fashion, or the County may take such steps as may be necessary to require performance under the bond.

2. REQUIRED MAINTENANCE BOND

a. The owner, developer and/or contractors shall post a maintenance surety bond to warrant the material and workmanship of roadway and drainage improvements after all work has been completed and final inspection is approved. This bond shall remain in force until roads are accepted into the County's maintenance system. No maintenance bond will be required on roads to be privately maintained.

SECTION X

1. STANDARD DRAWINGS

a. All necessary drawings and standards regarding roadway typical sections and types of drainage structures are a part of these regulations and may be obtained at the Cullman County Engineering Department. Special designs by the Owner or Developer's Registered Civil Engineer may be submitted to the County Engineering Dept. for approval. Crude drawings or sketches by the Owner or Developer will not be accepted.

SECTION XI

1. SANITATION REQUIREMENTS

a. In addition to Cullman County's regulations, a completed subdivision map shall bear the approval of the County Health Department before being submitted and recorded. It will be the responsibility of the Owner or Developer to contact the Health Department for their list of specifications.

SECTION XII

1. APPROVAL FOR ADDRESSING STREETS

a. It is the responsibility of the Owner or Developer to contact the E-911 office for approval of the numbers of the roads in the proposed subdivision. The final plat shall bear the road numbers. A certification shall be attached to the final plat bearing the name of a representative from the E-911 office approving the numbers of the streets.

SECTION XIII

1. APPROVAL FOR UTILITY INSTALLATION

a. It is the responsibility of the Owner or Developer to contact the appropriate utilities for approval of any utility installed in the subdivision. A certification shall be attached to the final plat bearing the name of a representative from all utility companies approving the installation of the utility lines by the Owner or Developer.

SECTION XIV

1. APPROVAL FOR MUNICIPALITY

a. If the Subdivision lies within the incorporated area of any municipality, County Commission approval is not required. The County Engineer shall sign the plat as required by state law after a written notification of approval from a representative of the municipality council or planning commission is received. The written notification may be in the form of a plat signed and approved by the municipality and/or letter.

SECTION XV

1. PENALTIES

a. Any Owner or Developer violating these rules and regulation will be subject to the terms and conditions as noted in Section 11-24-3 of the Code of Alabama 1975, as amended.

SECTION XVI

1. STANDARD VERBIAGE

a. For Subdivisions -- All Work Complete

State Of Alabama
Cullman County

Certification Of The County Engineer

I, the undersigned as County Engineer for Cullman County, Alabama, hereby certify the proposed plat for this subdivision was approved by the County Commission and that construction complies with said plat and current requirements for subdivisions. The signature hereto does not guarantee the accuracy of the survey. Maintenance of the roads shall be the responsibility of the Owner or Developer for a minimum of one (1) year from this date. After this minimum one (1) year period and, provided all road(s) have been properly maintained, the Owner(s) or Developer(s) may request the County Commission to accept these road(s) into the County Maintenance System.

_____ _____
Cullman County Engineer Date

b. For Property Located on Existing County Road

State of Alabama
Cullman County

Certification Of The County Engineer

I, the undersigned as County Engineer for Cullman County, Alabama, hereby certify the proposed plat for this subdivision was approved by the County Commission and complies with current requirements for a minor subdivision. The signature hereto does not guarantee the accuracy of the survey.

_____ _____

Cullman County Engineer Date

c. For Subdivisions -- Construction To Be Completed Under Surety Bond

State Of Alabama
Cullman County

Certification Of The County Engineer

I, the undersigned as County Engineer for Cullman County, Alabama, hereby certify the proposed plat for this subdivision was approved by the County Commission and that construction complies with said plat and the current requirements for subdivisions. The signature hereto does not guarantee the accuracy of the survey. A surety bond in the amount of $_____ has been posted with the Cullman County Commission to cover work currently not complete. Maintenance shall be the responsibility of the Owner(s) or Developer(s) for a minimum of one (1) year after release of this surety bond. After this minimum one (1) year period and, provided all roads have been properly maintained, the owner(s) or developer(s) may request the County Commission to accept the road(s) into the County Maintenance System.

_____ _____
Cullman County Engineer Date

d. For Subdivisions Located Within Municipality Jurisdiction

State of Alabama
Cullman County

Certification Of The County Engineer

I, the undersigned as County Engineer for Cullman County, Alabama, and after written notification of approval by the Municipality of _____ hereby sign this plat for recording of the same in the Probate Office of Cullman County, Alabama. The Signature hereto does not guarantee the accuracy of the survey nor indicate physical inspection, approval or acceptance of the design, construction, or maintenance responsibility by Cullman County of the Subdivision Streets, Right of Ways, Utilities, or Drainage Structures.

_____ _____
Cullman County Engineer Date

e. For Subdivisions Without County Maintained Roads

State of Alabama
Cullman County

Certification Of The County Engineer

I, the undersigned as County Engineer for Cullman County, Alabama, and after written notification of an intent to keep roads privately maintained, hereby sign this plat for recording of the same in the Probate Office of Cullman County, Alabama. The Signature hereto does not guarantee the accuracy of the survey nor indicate physical inspection, approval or acceptance of the design, construction, or maintenance responsibility by Cullman County of the Subdivision Streets, Right of Ways, Utilities, or Drainage Structures.

_____ _____
Cullman County Engineer Date

SECTION XVII

1. REQUIREMENTS FOR BASE COURSE

	Percent Passing by Weight		
Sieve Requirements	Type A	Type B	Type C
2-1/2"		100	100
2"	100	85-100	85-100
1"	85-100	50-100	50-100
¾"			35-95
No. 4	50-85	30-75	25-58
No. 8	35-75	25-70	22-50
Material Passing No. 8 Sieve (Binder)			
No. 40	35-90	25-95	25-95
No. 200	12-37	12-42	12-45
% Clay	6-30	6-30	6-30
Liquid Limit	26 Max.	26 Max.	26 Max.
Plasticity Index	6 Max.	6 Max.	6 Max.

SECTION XVIII

1. EFFECTIVE DATE

These Subdivision Standards shall take effect and be in force from and after the date of adoption.

Adopted This The 19th Day Of March, 2024

CULLMAN COUNTY COMMISSION
CULLMAN COUNTY, ALABAMA

Jeff Clemons, CHAIRMAN

Kerry Watson
COMMISSIONER

Garry Marchman
COMMISSIONER

Kelly Duke
COMMISSIONER

Corey Freeman
COMMISSIONER

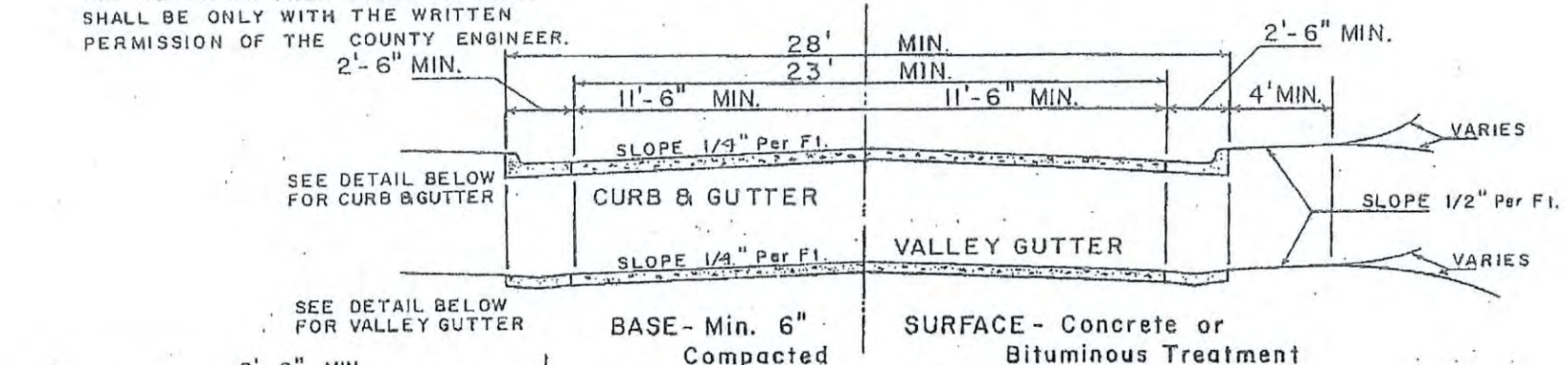
ATTEST:

COUNTY CLERK

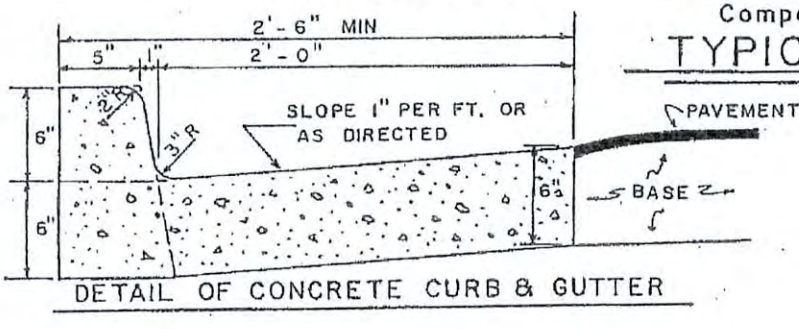
1. MINIMUM STANDARDS FOR SUBDIVISIONS

MINIMUM STANDARDS FOR SUBDIVISIONS

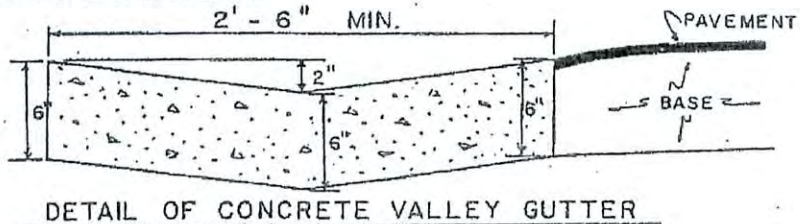
NOTE -
ANY DEVIATION FROM THESE TYPICALS SHALL BE ONLY WITH THE WRITTEN PERMISSION OF THE COUNTY ENGINEER.



TYPICAL SECTIONS



DETAIL OF CONCRETE CURB & GUTTER



DETAIL OF CONCRETE VALLEY GUTTER

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

_____ **County** **Date**_____

Subdivision Name_____

Location_____

_____

_____

No. Proposed Lots_____ **Type:** ☐ **Major** ☐ **Minor**

Total Length Proposed Road(s)_____

Total acres _____

Owner(s)/Developer(s)_____

Mailing Address_____ **Phone #**_____

Fax #_____

_____

Email_____

****

Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his/her designee.

_____ _____

Owner(s)/Developer(s) Signature **Date**

Cullman County Commission

Cullman, Alabama

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

Date: 3/12/2024

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

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 602A Property Decal #: _____

Serial # or VIN: NA Tag # _____

Description: Built Rite Clam and Trailer

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 3/12/2024

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

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 113 Property Decal #: _____

Serial # or VIN: 1GDJ7D1F4HV539774 Tag # _____

Description: 1987 gmc

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 3/12/2024

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

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 7 Property Decal #: _____

Serial # or VIN: J8DE5B16577301515 Tag # _____

Description: 2007 GMC 550

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 3/12/2024

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

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 349 Property Decal #: _____

Serial # or VIN: NA Tag # _____

Description: Broce Broom Model RJ350

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 3/12/2024

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

Declare Surplus: x Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 404 Property Decal #: _____

Serial # or VIN: 1FDWW36P55ED06275 Tag # _____

Description: 2005 Ford F350

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 3/6/2024

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

Declare Surplus: _____ Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 51 Property Decal #: _____

Serial # or VIN: 1FDWF36P95ED06277 Tag # _____

Description: 2005 FORD F350

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 3/13/2024

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

Declare Surplus: _____ Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 422 Property Decal #: _____

Serial # or VIN: 1GD37D1F3CV591812 Tag # _____

Description: 1982 GMC

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Cullman County Commission

Cullman, Alabama

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

Date: 3/13/2024

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

Declare Surplus: _____ Transfer to other County Entity: _____

Type of Disposal: Auction x Scrap _____ Sealed Bid _____

Other: _____

Asset #: 304 Property Decal #: _____

Serial # or VIN: 1FDWW36P35ED06274 Tag # _____

Description: 2005 FORD F350

Reason for disposal: No longer needed

Department: Road

Department Head Signature: Phillip Widner

Transferred to: _____

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Bid #1455

the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CCCC.

(SEE BID SCHEDULE FOR LISTED PAY ITEMS)

Wiregrass Construction Company, Inc.
Company

110 Office Park Drive, Suite 300
Birmingham, AL 35223
Mailing Address

205-620-4132
Phone/Fax

David Sullivan, V.P.
Authorized Representative Name (Print)

Authorized Representative Signature

SPECIFICATIONS FOR BITUMINOUS PLANT MIX
(FURNISHED AND INSTALLED)

No Separate bid item will be allowed for mobilization or tack. These items will be subsidiary obligation of asphalt. Bidder will be allowed to submit two (2) bid prices; one (1) for quantities greater than 500 tons per project and one (1) for quantities less than 500 tons.

LIMESTONE MIXES:
(FURNISHED AND INSTALLED)

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 95.00 **/Ton** **Under 500 Tons: $** 97.00 **/Ton**

424A-357-- Superpave Bituminous Concrete Wearing Surface Layer, Patching 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 150.00 **/Ton** **Under 500 Tons: $** 174.00 **/Ton**

424A-358-- Superpave Bituminous Concrete Wearing Surface Layer, Leveling 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 105.00 **/Ton** **Under 500 Tons: $** 117.00 **/Ton**

424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 88.00 **/Ton** **Under 500 Tons: $** 93.00 **/Ton**

424A-363 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 143.00 **/Ton** **Under 500 Tons: $** 166.00 **/Ton**

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 97.00 **/Ton** **Under 500 Tons: $** 111.00 **/Ton**

424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 87.00 **/Ton** **Under 500 Tons: $** 92.00 **/Ton**

424A-364 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 143.00 **/Ton** **Under 500 Tons: $** 166.00 **/Ton**

424A-367 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 98.00 **/Ton** **Under 500 Tons: $** 110.00 **/Ton**

424B-650 – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 82.00 **/Ton** **Under 500 Tons: $** 87.00 **/Ton**

424B-654 – Superpave Bituminous Concrete Upper Binder Layer Patching, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 137.00 **/Ton** **Under 500 Tons: $** 161.00 **/Ton**

424B-658 – Superpave Bituminous Concrete Upper Binder Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 91.00 **/Ton** **Under 500 Tons: $** 103.00 **/Ton**

424B-680 – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 82.00 **/Ton** **Under 500 Tons: $** 87.00 **/Ton**

424B-651 – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 78.00 **/Ton** **Under 500 Tons: $** 83.00 **/Ton**

424B-371 – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 102.00 **/Ton** **Under 500 Tons: $** 115.00 **/Ton**



424B-681 – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 78.00 /Ton **Under 500 Tons:** $ 83.00 /Ton

424B-685 – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 110.00 /Ton **Under 500 Tons:** $ 134.00 /Ton

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327B-020 – Plant Mix Bituminous Base, Patching
Over 500 Tons: $ 112.00 /Ton **Under 500 Tons:** $ 137.00 /Ton

424C-365 – Superpave Bituminous Concrete Base Layer, Patching, 1.5" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 110.00 /Ton **Under 500 Tons:** $ 134.00 /Ton

SILICIOUS MIXES (FURNISHED AND INSTALLED)

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 95.00 /Ton **Under 500 Tons:** $ 100.00 /Ton

424A-357-- Superpave Bituminous Concrete Wearing Surface Layer, Patching 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 150.00 /Ton **Under 500 Tons:** $ 174.00 /Ton

424A-358-- Superpave Bituminous Concrete Wearing Surface Layer, Leveling 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 105.00 /Ton **Under 500 Tons:** $ 117.00 /Ton

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424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 94.00 /Ton **Under 500 Tons:** $ 100.00 /Ton

424A-363 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 148.00 /Ton **Under 500 Tons:** $ 162.00 /Ton

424A-364 – Superpave Bituminous Concrete Wearing Surface Layer Patching, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 148.00 /Ton **Under 500 Tons:** $ 162.00 /Ton

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 102.00 /Ton **Under 500 Tons:** $ 114.00 /Ton

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424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 91.00 /Ton **Under 500 Tons:** $ 96.00 /Ton

424A-367 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 100.00 /Ton **Under 500 Tons:** $ 111.00 /Ton

PLANING EXISTING PAVEMENT

408A-051 – Planing Existing Pavements (Approximately 0.00" Thru 1.00" Thick)
Over 10,000 SQYD: $ 1.75 /SQYD **Under 10,000 SQYD:** $ 3.30 /SQYD

408A-052 – Planing Existing Pavements (Approximately 1.10" Thru 2.00" Thick)
Over 10,000 SQYD: $ 2.70 /SQYD **Under 10,000 SQYD:** $ 3.50 /SQYD

408A-053 – Planing Existing Pavements (Approximately 2.10" Thru 3.00" Thick)
Over 10,000 SQYD: $ 4.00 /SQYD **Under 10,000 SQYD:** $ 5.00 /SQYD



Bid #1455

the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CCCC.

(SEE BID SCHEDULE FOR LISTED PAY ITEMS)

WHITAKER CONTRACTING CORP
Company

692 Convict Camp Rd
Mailing Address

Guntersville, AL 35976

(256) 582-2636 / (256) 582-2672
Phone/Fax

HEATH THOMAS
Authorized Representative Name (Print)

Heath Thomas
Authorized Representative Signature

SPECIFICATIONS FOR BITUMINOUS PLANT MIX
(FURNISHED AND INSTALLED)

No Separate bid item will be allowed for mobilization or tack. These items will be subsidiary obligation of asphalt. Bidder will be allowed to submit two (2) bid prices; one (1) for quantities greater than 500 tons per project and one (1) for quantities less than 500 tons.

LIMESTONE MIXES:
(FURNISHED AND INSTALLED)

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 100.64 **/Ton** **Under 500 Tons: $** 116.91 **/Ton**

424A-357-- Superpave Bituminous Concrete Wearing Surface Layer, Patching 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 130.71 **/Ton** **Under 500 Tons: $** 155.35 **/Ton**

424A-358-- Superpave Bituminous Concrete Wearing Surface Layer, Leveling 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 100.64 **/Ton** **Under 500 Tons: $** 116.91 **/Ton**

424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 90.65 **/Ton** **Under 500 Tons: $** 102.41 **/Ton**

424A-363 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 130.71 **/Ton** **Under 500 Tons: $** 155.35 **/Ton**

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 90.65 **/Ton** **Under 500 Tons: $** 102.41 **/Ton**

424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 90.65 **/Ton** **Under 500 Tons: $** 102.41 **/Ton**

424A-364 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 130.71 **/Ton** **Under 500 Tons: $** 155.35 **/Ton**

424A-367 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 90.65 **/Ton** **Under 500 Tons: $** 102.41 **/Ton**

424B-650 – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 80.87 **/Ton** **Under 500 Tons: $** 87.64 **/Ton**

424B-654 – Superpave Bituminous Concrete Upper Binder Layer Patching, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 117.71 **/Ton** **Under 500 Tons: $** 142.35 **/Ton**

424B-658 – Superpave Bituminous Concrete Upper Binder Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 80.87 **/Ton** **Under 500 Tons: $** 87.64 **/Ton**

424B-680 – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 80.87 **/Ton** **Under 500 Tons: $** 87.64 **/Ton**

424B-651 – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 81.97 **/Ton** **Under 500 Tons: $** 88.74 **/Ton**

424B-371 – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 103.58 **/Ton** **Under 500 Tons: $** 117.81 **/Ton**

424B-681 – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 81.97 **/Ton** **Under 500 Tons: $** 88.74 **/Ton**

424B-685 – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 117.71 **/Ton** **Under 500 Tons: $** 142.35 **/Ton**

327B-020 – Plant Mix Bituminous Base, Patching
Over 500 Tons: $ 107.71 **/Ton** **Under 500 Tons: $** 132.35 **/Ton**

424C-365 – Superpave Bituminous Concrete Base Layer, Patching, 1.5" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 115.71 **/Ton** **Under 500 Tons: $** 140.35 **/Ton**

SILICIOUS MIXES
(FURNISHED AND INSTALLED)

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 101.64 **/Ton** **Under 500 Tons: $** 118.91 **/Ton**

424A-357-- Superpave Bituminous Concrete Wearing Surface Layer, Patching 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 131.71 **/Ton** **Under 500 Tons: $** 156.35 **/Ton**

424A-358-- Superpave Bituminous Concrete Wearing Surface Layer, Leveling 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 101.64 **/Ton** **Under 500 Tons: $** 118.91 **/Ton**

424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 97.83 **/Ton** **Under 500 Tons: $** 113.82 **/Ton**

424A-363 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 131.71 **/Ton** **Under 500 Tons: $** 156.35 **/Ton**

424A-364 – Superpave Bituminous Concrete Wearing Surface Layer Patching, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 131.71 **/Ton** **Under 500 Tons: $** 156.35 **/Ton**

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 97.83 **/Ton** **Under 500 Tons: $** 113.82 **/Ton**

424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 98.02 **/Ton** **Under 500 Tons: $** 113.82 **/Ton**

424A-367 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 98.02 **/Ton** **Under 500 Tons: $** 113.82 **/Ton**

PLANING EXISTING PAVEMENT

408A-051 – Planing Existing Pavements (Approximately 0.00" Thru 1.00" Thick)
Over 10,000 SQYD: $ 1.25 **/SQYD** **Under 10,000 SQYD: $** 2.25 **/SQYD**

408A-052 – Planing Existing Pavements (Approximately 1.10" Thru 2.00" Thick)
Over 10,000 SQYD: $ 1.30 **/SQYD** **Under 10,000 SQYD: $** 2.30 **/SQYD**

408A-053 – Planing Existing Pavements (Approximately 2.10" Thru 3.00" Thick)
Over 10,000 SQYD: $ 1.50 **/SQYD** **Under 10,000 SQYD: $** 2.50 **/SQYD**

Bid #1455

the contract. Each policy shall be endorsed by the issuing insurer to provide thirty (30) days prior written notice of cancellation to the CCCC.

(SEE BID SCHEDULE FOR LISTED PAY ITEMS)

Rogers Group, Inc.

Company

2512 Triana Blvd. SW

Mailing Address

Huntsville, AL 35805

256-533-0505 / 256-533-0590

Phone/Fax

David South

Authorized Representative Name (Print)

David South

Authorized Representative Signature

SPECIFICATIONS FOR BITUMINOUS PLANT MIX (FURNISHED AND INSTALLED)

No Separate bid item will be allowed for mobilization or tack. These items will be subsidiary obligation of asphalt. Bidder will be allowed to submit two (2) bid prices; one (1) for quantities greater than 500 tons per project and one (1) for quantities less than 500 tons.

LIMESTONE MIXES:
(FURNISHED AND INSTALLED)

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 109.00 /Ton **Under 500 Tons:** $ 125.00 /Ton

424A-357-- Superpave Bituminous Concrete Wearing Surface Layer, Patching 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 170.00 /Ton **Under 500 Tons:** $ 180.00 /Ton

424A-358-- Superpave Bituminous Concrete Wearing Surface Layer, Leveling 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 120.00 /Ton **Under 500 Tons:** $ 125.00 /Ton

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424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 108.00 /Ton **Under 500 Tons:** $ 124.00 /Ton

424A-363 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 168.00 /Ton **Under 500 Tons:** $ 178.00 /Ton

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 119.00 /Ton **Under 500 Tons:** $ 124.00 /Ton

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424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 105.00 /Ton **Under 500 Tons:** $ 121.00 /Ton

424A-364 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 165.00 /Ton **Under 500 Tons:** $ 175.00 /Ton

424A-367 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 115.00 /Ton **Under 500 Tons:** $ 120.00 /Ton

424B-650 – Superpave Bituminous Concrete Upper Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 95.00 /Ton **Under 500 Tons:** $ 110.00 /Ton

424B-654 – Superpave Bituminous Concrete Upper Binder Layer Patching, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 158.00 /Ton **Under 500 Tons:** $ 168.00 /Ton

424B-658 – Superpave Bituminous Concrete Upper Binder Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 110.00 /Ton **Under 500 Tons:** $ 115.00 /Ton

424B-680 – Superpave Bituminous Concrete Lower Binder Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 95.00 /Ton **Under 500 Tons:** $ 110.00 /Ton

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424B-651 – Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 88.00 /Ton **Under 500 Tons:** $ 92.00 /Ton

424B-371 – Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 125.00 /Ton **Under 500 Tons:** $ 130.00 /Ton

424B-681 – Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 88.00 /Ton **Under 500 Tons:** $ 92.00 /Ton

424B-685 – Superpave Bituminous Concrete Lower Binder Layer, Patching, 1" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 140.00 /Ton **Under 500 Tons:** $ 150.00 /Ton

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327B-020 – Plant Mix Bituminous Base, Patching
Over 500 Tons: $ 140.00 /Ton **Under 500 Tons:** $ 150.00 /Ton

424C-365 – Superpave Bituminous Concrete Base Layer, Patching, 1.5" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 140.00 /Ton **Under 500 Tons:** $ 150.00 /Ton

SILICIOUS MIXES
(FURNISHED AND INSTALLED)

424A-356 – Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 112.00 /Ton **Under 500 Tons:** $ 127.00 /Ton

424A-357-- Superpave Bituminous Concrete Wearing Surface Layer, Patching 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 171.00 /Ton **Under 500 Tons:** $ 181.00 /Ton

424A-358-- Superpave Bituminous Concrete Wearing Surface Layer, Leveling 3/8" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 122.00 /Ton **Under 500 Tons:** $ 126.00 /Ton

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424A-360 – Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 110.00 /Ton **Under 500 Tons:** $ 128.00 /Ton

424A-363 – Superpave Bituminous Concrete Wearing Surface Layer Pathing, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 170.00 /Ton **Under 500 Tons:** $ 180.00 /Ton

424A-364 – Superpave Bituminous Concrete Wearing Surface Layer Patching, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 170.00 /Ton **Under 500 Tons:** $ 180.00 /Ton

424A-366 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 122.00 /Ton **Under 500 Tons:** $ 128.00 /Ton

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424A-361 – Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 107.00 /Ton **Under 500 Tons:** $ 123.00 /Ton

424A-367 – Superpave Bituminous Concrete Wearing Surface Layer Leveling, 3/4" Max. Agg. Size Mix, ESAL Range C/D
Over 500 Tons: $ 118.00 /Ton **Under 500 Tons:** $ 123.00 /Ton

PLANING EXISTING PAVEMENT

408A-051 – Planing Existing Pavements (Approximately 0.00" Thru 1.00" Thick)
Over 10,000 SQYD: $ 1.00 /SQYD **Under 10,000 SQYD:** $ 1.25 /SQYD

408A-052 – Planing Existing Pavements (Approximately 1.10" Thru 2.00" Thick)
Over 10,000 SQYD: $ 1.00 /SQYD **Under 10,000 SQYD:** $ 1.25 /SQYD

408A-053 – Planing Existing Pavements (Approximately 2.10" Thru 3.00" Thick)
Over 10,000 SQYD: $ 1.00 /SQYD **Under 10,000 SQYD:** $ 1.25 /SQYD

BID NO. 1456

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, March 7, 2024 in Room 105 of the Cullman County Courthouse, Cullman, Alabama for herbicides and adjuvants and contract application. At this time sealed bids will be publicly opened and read aloud.

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

Company — SiteOne Landscape Supply

1385 East 36th Street
Cleveland, Ohio 44114

Mailing Address

P: 216-706-9250 F: 248-581-1433

Phone/Fax

Monique Potts

Representative

The above named bidder agrees to furnish the Cullman County Commission and the following municipalities, City of Good Hope, Town of Dodge City, Town of Fairview, Town of Baileyton, Town of Colony, Town of Garden City, Town of Holly Pond, Town of West Point, City of Hanceville, City of Cullman, Cullman County Board of Education, located within Cullman County the following products at the stated bid price for a period of one year from the date of award. If mutually agreeable between both parties, Cullman County may extend the bid period in one-year increments up to 3 yrs.

All products must be labeled for right-of-way and/or aquatic use.

Bidder must submit label for each product bid to show adherence to specifications.

It is Cullman County's desire to continue its vegetation management program in the safest and most economical way. Cullman County desires to award the herbicide and adjuvant bid to a bidder with a qualified representative that will at no cost to Cullman County provide onsite assistance and training in regards to herbicide application. Representative must be experienced in the field of herbicides and right of way application. Representative must be available to assist Cullman County on site in the determination of appropriate products, timing, and rates.

Representative must also be available to assist Cullman County in handling of complaints.

Bidders should name qualified representative and list experience with developing other Bermuda release and brush control programs with county road departments. Attach qualification to bid.

HERBICIDES & ADJUVANTS

ITEM	DESCRIPTION	UNIT
ITEM 1	Proprietary blend ammonium polyacrylates, hydroxy carboxyla Carboxylates ..... 50% Inert Ineffective Ingredients ..... 50% Trade Name Yardage Acidifer	$32.80 /Gal.
ITEM 2	Glyphosaic, N-(phosphonomethyl)glycine, in the form of its Isopropylaminc salt ..... 53.8% Inert Ineffective Ingredients ..... 46.2% Aquatic approved by EPA, aquatic toxicity study test Trade Name Cheetah Pro	$82.00 /Gal.
ITEM 3	Monosodium Acid Mathanarscnate ..... 47.6% $ Inert Ineffective Ingredients ..... 52.4% Surfactant included Total ..... 100% Trade Name MSMA 6 Plus	$47.60 /Gal.
ITEM 4	Proprietary blend of Alkyl Aryl Polyoxylated Glycois and Derivatives therof ..... 90% Components ineffective as spray adjuvant ..... 10% Trade Name Surf-Ac 820	$16.80 /Gal.
ITEM 5	Proprietary blend of Polyetheneal and Polypropenylamide Co-Polymers, paraffinic hydrocarbons, and emulsifiers.....100% Trade Name BRANDT Umbrella	$15.25 /pint
ITEM 6	2,4-Dichlorophenoxyacetic Acid ..... 19.6% Inert Ingredients ..... 80.4% Trade Name Horsepower (2.5 gal.)	$131.66 lb/Gal/Pint
ITEM 7	Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro- ..... 40.6% Other Ingredients ..... 59.4% Trade Name	NO BID $ /Gal
ITEM 8	Ammonium salt of imazapic..... 23.6% Inert Ingredients..... 76.4% Trade Name Polaris Imazapyr	$132.98 /Gal.
ITEM 9	Trilopyr; 3,5,6-trichloro-2-pyridinyloxyacetic acid .....29.4% Other Ingredients..... 70.6%% Trade Name LESCO Triclopyr 4 Ester	$91.22 /Gal.
ITEM 10	Indaziflam.....19.05% Other Ingredients 80.95%	$2072.00 /Gal

Trade Name Specticle Flo

ITEM 11 Polyhydroxycarboxylic acid, sulfates and polymeric deposition agents. 35.0%
Constituents ineffective as spray adjuvant..... 65.0%
$ NO BID /Gal

Trade Name _____

ITEM 12 Potassium salt of aminocyclopyrachlor Potassium Salt of 6-amino-5
-chloro-2-cylopropyl-4-pyrimidinecarboxylic acid..... 25%
Other Ingredients 75%
$ NO BID /Gal

Trade Name _____

ITEM 13 Clethodim Petroleum Distillates(E)..2..[1-[[(3-chloro-2-propenyl)oxyjimino]
propyl]-5-[2-(ethylthio)propyl]-3-hydroxy-2-cyclohexen-1-one. . 12.6%
Inert Ingredients..... 87.4%
$ 23.50 /Gal.

Trade Name Envoy Plus

Delivery must be made within 24 hours of order to Cullman County facility or Cullman County must be able to obtain locally at vendor's site within six hours of need.

Cullman County reserves the right to accept or reject any or all bids.

Label must accompany bid to prove adherence to specifications.

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

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

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

BID NO. 1456

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, March 7, 2024 in Room 105 of the Cullman County Courthouse, Cullman, Alabama for herbicides and adjuvants and contract application. At this time sealed bids will be publicly opened and read aloud.

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

Red River Specialties, LLC. d.b.a Azelis A&ES
Company

1324 North Hearne Ave. Ste., 120
Mailing Address

Shreveport, LA 71107

409-224-9332
Phone/Fax

Chad Chambliss
Representative Bid Manager

For Orders:
Alabaster, AL Location
Kevin Walker
Phone - 205-664-1077
email - kevin.walker@azelis.com

For Technical Questions:
Alabaster, AL Location
Stan Jones
Phone - 832-244-0750
email - stan.jones@azelis.com

The above named bidder agrees to furnish the Cullman County Commission and the following municipalities, City of Good Hope, Town of Dodge City, Town of Fairview, Town of Baileyton, Town of Colony, Town of Garden City, Town of Holly Pond, Town of West Point, City of Hanceville, City of Cullman, Cullman County Board of Education, located within Cullman County the following products at the stated bid price for a period of one year from the date of award. If mutually agreeable between both parties, Cullman County may extend the bid period in one-year increments up to 3 yrs.

All products must be labeled for right-of-way and/or aquatic use.

Bidder must submit label for each product bid to show adherence to specifications.

It is Cullman County's desire to continue its vegetation management program in the safest and most economical way. Cullman County desires to award the herbicide and adjuvant bid to a bidder with a qualified representative that will at no cost to Cullman County provide onsite assistance and training in regards to herbicide application. Representative must be experienced in the field of herbicides and right of way application. Representative must be available to assist Cullman County on site in the determination of appropriate products, timing, and rates.

Representative must also be available to assist Cullman County in handling of complaints.

Bidders should name qualified representative and list experience with developing other Bermuda release and brush control programs with county road departments. Attach qualification to bid.

HERBICIDES & ADJUVANTS

ITEM	DESCRIPTION	UNIT
ITEM 1	Proprietary blend ammonium polyacrylates, hydroxy carboxyla Carboxylates ..... 50% Inert Ineffective Ingredients ..... 50% Trade Name Elite Allure 2.5 gal. containers	$20.34 /Gal. 50.85 per container
ITEM 2	Glyphosaic, N-(phosphonomethyl)glycine, in the form of its Isopropylaminc salt ..... 53.8% Inert Ineffective Ingredients ..... 46.2% Aquatic approved by EPA, aquatic toxicity study test Trade Name Roundup Custom 2.5 gal. containers	$24.12 /Gal. 60.30 per container
ITEM 3	Monosodium Acid Mathanarscnate ..... 47.6% $ Inert Ineffective Ingredients ..... 52.4% Surfactant included Total ..... 100% Trade Name MSMA 6 Plus 2.5 gal. containers	$32.24 /Gal. 80.60 per container
ITEM 4	Proprietary blend of Alkyl Aryl Polyoxylated Glycois and Derivatives therof ..... 90% Components ineffective as spray adjuvant ..... 10% Trade Name RRSI NIS 2.5 gal. containers	$11.40 /Gal. 28.50 per container
ITEM 5	Proprietary blend of Polyetheneal and Polypropenylamide Co-Polymers, paraffinic hydrocarbons, and emulsifiers.....100% Trade Name RRSI Secure 1 pint container	$8.24 /pint 8.24 per container
ITEM 6	2,4-Dichlorophenoxyacetic Acid ..... 19.6% Inert Ingredients ..... 80.4% Trade Name Weedar 64 (a.i. 46.87%) 2.5 gal. containers	$13.34 lb/Gal/Pint 33.35 per container
ITEM 7	Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro- ..... 40.6% Other Ingredients ..... 59.4% Trade Name Milestone 2.5 gal. containers	$329.00 /Gal 822.50 per container
ITEM 8	Ammonium salt of imazapic..... 23.6% Inert Ingredients..... 76.4% Trade Name Plateau (a.i. 23.6%) 1 gal. container	$130.00 /Gal. 130.00 per container
ITEM 9	Trilopyr; 3,5,6-trichloro-2-pyridinyloxyacetic acid .....29.4% Other Ingredients..... 70.6%% Trade Name Element 3a (a.i. 44.4%) 2.5 gal. containers	$51.44 /Gal. 128.60 per container
ITEM 10	Indaziflam.....19.05% Other Ingredients .....80.95% Trade Name	$1,509.12/Gal 3,772.80 per container

Trade Name Esplanade 200 SC 2.5 gal. containers

ITEM 11 Polyhydroxycarboxylic acid, sulfates and polymeric deposition agents. 35.0%
Constituents ineffective as spray adjuvant..... 65.0%

$ 34.44 /Gal
34.44 per container

Trade Name Elite Secure Ultra 1 gal container

ITEM 12 Potassium salt of aminocyclopyrachlor Potassium Salt of 6-amino-5 -chloro-2-cylopropyl-4-pyrimidinecarboxylic acid..... 25%
Other Ingredients 75%

$ 357.12 /Gal
892.80 per container

Trade Name Method 240 SL 2.5 gal. containers

ITEM 13 Clethodim Petroleum Distillates(E)..2..[1-[[(3-chloro-2-propenyl)oxyjimino] propyl]-5-[2-(ethylthio)propyl]-3-hydroxy-2-cyclohexen-1-one. . 12.6%
Inert Ingredients. 87.4%

No Bid

Trade Name No Bid

Delivery must be made within 24 hours of order to Cullman County facility or Cullman County must be able to obtain locally at vendor's site within six hours of need.

Cullman County reserves the right to accept or reject any or all bids.

Label must accompany bid to prove adherence to specifications.

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

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

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

BID #1458

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, March 14, 2024, in the County Commission Office, 500 2nd Ave. SW, Room 105, Courthouse, Cullman Alabama, for the construction of a pickle ball court at Smith Lake Park. This bid will be requiring a separate bid price for site prep work and a separate bid price for the concrete finishing work of the court. **Bid may be awarded in total or in part to the lowest bidder that meets bid specifications.**

All concrete will be provided through Cullman County Commission's annual Concrete Bid.

At this time sealed bids will be publicly opened and read aloud.

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

Bid may be awarded in total or in part to the lowest bidder that meets bid specifications.

Bid responses must be returned in a sealed envelope clearly marked as a bid with the bid number and your company name on the outside.

Any questions regarding this bid should be directed to Doug Davenport: (256) 590-2667.

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

SITE PREP : BID PRICE: $ 3 Dollars SQ. Ft

CONCRETE FINISHING OF COURT : BID PRICE: $ 1.50 SQ Ft

SUBMITTED BY:

ORTIZ CONCRETE INC.
Company

72 COUNTY ROAD 635
Mailing Address

Hanceville AL 35077

256. 352 1947
cell. 256. 339 4306.
Phone

AGUSTIN ORTIZ
Representative(print)

Signature

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SITE PREP : BID PRICE: $ 4,500.00

CONCRETE FINISHING OF COURT : BID PRICE: $ 4500.00

SUBMITTED BY:

Hood Brothers Concrete LLC
Company

88 CR 1517
Mailing Address

Cullman AL 35058

256-338-2780
Phone

Corey Hood
Representative(print)

Signature

Bid No.1460

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Thursday, March 14, 2024, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) or more new current model pick-up truck(s). At this time sealed bids will be publicly opened and read aloud.

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

Bid responses must be returned in a sealed envelope, clearly marked as a bid with the bid number and your company name on the outside.

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

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

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

Bid Price: $ $44,898.00

Eckerod Ford Lincoln
Company

5255 Al Hwy 157
Mailing Address

Cullman Al 35058

256-734-3361 / 256 734-9259
Phone/Fax

Phillip Mann
Representative