Certificate of Recognition

Paxton Ploud

The Cullman County Commission recognizes your achievement in winning the Elks National Hoop Shoot.

Jeff Clemons, Chairman

Kerry Watson, Commissioner District 1

Kelly Duke, Commissioner District 3

Garry Marchman, Commissioner District 2

Corey Freeman, Commissioner District 4

Road Dept.

CONGRATULATIONS ON YOUR RETIREMENT

Alvie Plunkett

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

August 1999 – May 2025

Cullman County Commission

Cullman, Alabama

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

Date: 4/28/2025

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

Declare Surplus: X Transfer to other County Entity: _____

Type of Disposal: Auction _____ Scrap X Sealed Bid _____

Other: _____

Asset #: _____ Property Decal #: _____

Serial # or VIN: 434518939 Tag # _____

Description: Tire Changer

Reason for disposal: _____

Department: CARTS

Department Head Signature: Roger Eshel

Transferred to: N/A

Department Head Signature: _____

For Office Use: Verified: _____ Date: _____

Resolution 2025-28

TO AWARD BID FOR GA APRON RECONSTRUCTION AND TERMINAL APRON REHABILITATION AT THE CULLMAN REGIONAL AIRPORT

WHEREAS, bids were opened on April 10, 2025, at 10:30 a.m. for GA Apron Rehabilitation and Terminal Apron Rehabilitation at the Cullman Regional Airport; and

WHEREAS, the lowest responsible bidder for GA Apron Rehabilitation and Terminal Apron Rehabilitation at the Cullman Regional Airport; and

WHEREAS, the Cullman County Commission has evaluated the bids received and has determined that Wiregrass Construction Company, Inc., is the lowest responsible bidder in the amount of$ 4,134,155.59 which is the base bid plus alternates 1 and 2; and

BE IT RESOLVED by the Cullman County Commission that the bid for GA Apron Rehabilitation and Terminal Apron Rehabilitation at the Cullman Regional Airport be hereby awarded to Wiregrass Construction Company, Inc. in the amount of$ 4,134,155.59.

ADOPTED BY THE CULLMAN COUNTY COMMISSION this the 20th day of May, 2025.

Jeff Clemons,
Chairman

Attest: County Administrator

Kerry Watson,
Commissioner

Kelly Duke,
Commissioner

Garry Marchman,
Commissioner

Corey Freeman,
Commissioner

Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

July 16, 2025

TRANSMITTED VIA EMAIL

Ben Harrison, Airport Manager
Cullman Regional Airport
231 County Road 1360
Vinemont, Alabama 35179

RE: GENERAL AVIATION APRON RECONSTRUCTION AND TERMINAL APRON REHABILITATION
CULLMAN REGIONAL AIRPORT
AIP PROJECT NO: 3-01-0022-XXX-2025
GMC PROJECT NO: TBHM250001

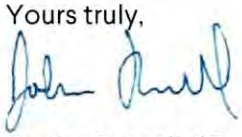
Dear Mr. Harrison:

We have reviewed the bids submitted April 10, 2025 for the above referenced project and find them to be in order. Wiregrass Construction Company, Inc. from Huntsville, Alabama submitted the low responsive bid in the amount of $3,293,722.90 (Base); $417,510.90 (Add. Alt. 1); $522,921.79 (Add. Alt. 2) for a total of $4,134,155.59. Therefore, we recommend award of the Base & Alternates to Wiregrass Construction Company, Inc. in the amount of $4,134,155.59. I have attached a copy of the Bid Tabulation for your records.

Contingent upon federal funding and upon award, please have the Mayor and Chairman execute the Contract Agreement, Payment Bond, Performance Bond, Notice of Award and the Notice to Proceed and have their signature attested where indicated. Please leave the documents undated at this time and we will fill in the dates once a start date of construction has been determined.

If you have any questions, please contact us.

Yours truly,



Jordan Russell, PE
Project Manager

JR/ps

Attachment(s)

CONTRACT AGREEMENT

AIP Project No: 3-01-0022-XXX-2025

THIS AGREEMENT, made as of _____ is **BY AND BETWEEN**

the OWNER: **City of Cullman / Cullman County**
Cullman Regional Airport
231 County Road 1360
Vinemont, AL 35179

And the CONTRACTOR: **Wiregrass Construction Company, Inc.**
P. O. Box 3040
Huntsville, AL 35810

WITNESSETH:

WHEREAS it is the intent of the OWNER to make improvements at Cullman Regional Airport generally described as follows;

GA Apron Reconstruction and Terminal Apron Rehabilitation hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Agreement

This contract, the documents issued hereunder, and the accompanying General Provisions, Supplementary Provisions, FAA Contract Provisions, Technical Specifications, Addenda, Request for Bids, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment and all authorized change orders issued subsequent to the date of this agreement constitute the entire agreement between the parties.

All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Four million one hundred thirty-four thousand one hundred fifty-five and 59/100 dollars ($4,134,155.59)
(Amount in Written Words) *(Amount in Numerals)*

subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 191 calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of $1,000.00 per day for each calendar day required in excess of the authorized Contract Time. In addition to the overall contract time, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum for exceeding allowable construction time per each individual Phase of the project, if applicable, as defined in Section 80 of the General Conditions.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all representations and certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9 - Warrantees and Guarantee

The Contractor shall provide the manufacturer's warranties to the Owner for all equipment and the Contractor warrants equipment and guarantees workmanship for satisfactory in-service operation of the equipment and related components for a period of one year following the date of completion of the operational check period.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows: Goodwyn Mills Cawood, LLC, Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

Article 11 – Federal Contract Provisions

CIVIL RIGHTS – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (§ 26.13) - The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 paragraph (1)(iv) of this section; 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 § 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 (1)(ii) of this section) 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 easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer 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;

(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.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (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 cash 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 asset for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor 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 or 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, all or part of the wages required by the contract, the Federal Aviation Administration 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.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 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(a)(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 that 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 costs 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.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration 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 the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(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 provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and 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 Regulations, 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 (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 (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, 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, the Federal agency 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 § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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 classification of 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.

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 shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section 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 disputes 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) 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).

(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 or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

"General Decision Number: AL20250128 01/03/2025

Superseded General Decision Number: AL20240128

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 $17.75 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 2025.
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 $13.30 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 2025.

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	Publication Date
0	01/03/2025

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: Dump Truck.....$ 12.99 ** 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 ($17.75) or 13658 ($13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

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

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

(3) 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); and

(4) 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).

2. 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.

3. If the Contractor is participating (pursuant to 41 CFR part 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.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p 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 construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work 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.

5. 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.

6. 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.

7. 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 onsite 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 onsite supervisory personnel such 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 a 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 effect 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-user 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 suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint 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 7p 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 to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. 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).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

12. 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.

13. 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 part 60-4.8.

14. 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.

15. 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 of 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).

PROHIBITION of SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

TERMINATION OF CONTRACT

Termination for Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the 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 paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed one (1) copy of this Agreement on the day and year first noted herein.

OWNER

Name: City of Cullman
Address: c/o Cullman Regional Airport
231 County Road 130
Vinemont, Alabama 35179

By: _____
Woody Jacobs

Mayor
Title of Representative

ATTEST

By: _____
Signature

Title

OWNER

Name: Cullman County
Address: c/o Cullman Regional Airport
231 County Road 130
Vinemont, Alabama 35179

By: _____
Jeff Clemons

Chairman
Title of Representative

ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: Wiregrass Const. Co., Inc.
Address: P. O. Box 3040
Huntsville, AL 35810

By: _____

Title of Representative

ATTEST

By: _____
Signature

Title

PERFORMANCE BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

Wiregrass Construction Company, Inc.
P. O. Box 3040
Huntsville, AL 35810

SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION	
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT NO.	CONTRACT DATE
Four million one hundred thirty-four thousand one hundred fifty-five and 59/100 dollars ($4,134,155.59)	3-01-0022-XXX-2025	

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto

City of Cullman / Cullman County
Cullman Regional Airport
231 County Road 1360
Vinemont, AL 35179

as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project: GA Apron Reconstruction and Terminal Apron Rehabilitation
Project Location: Cullman Regional Airport Vinemont, Alabama

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

Wiregrass Construction Company, Inc.
P. O. Box 3040
Huntsville, AL 35810

SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION	
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT NO.	CONTRACT DATE
Four million one hundred thirty-four thousand one hundred fifty-five and 59/100 dollars ($4,134,155.59)	3-01-0022-XXX-2025	

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto

City of Cullman / Cullman County
Cullman Regional Airport
231 County Road 1360
Vinemont, AL 35179

as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project: GA Apron Reconstruction and Terminal Apron Rehabilitation
Project Location: Cullman Regional Airport Vinemont, Alabama

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

    a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

    b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

    c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

    d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20___.

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: Wiregrass Construction Co., Inc.

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: Wiregrass Construction Co., Inc.

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Name and Title: _____

(Affix Seal)

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: 7/24/2025

Signature:

Name and Title: Woody Jacobs, Mayor

ATTEST:

Signature: Pam Leslie

Name and Title: Pam Leslie, Asst City Clerk

(Affix Seal)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: 7/25/25

Signature:

Name and Title: Jeff Clemons, Chairman

ATTEST:

Signature: Tyanji Merriman

Name and Title: County Clerk

(Affix Seal)

NOTICE OF AWARD

Date of Issuance: _____/_____/_____

Owner: City of Cullman / Cullman County

Engineer: Goodwyn Mills Cawood, LLC — Engineer's Project No: TBHM250001

Project: GA Apron Reconstruction and Terminal Apron Rehabilitation — AIP No: 3-01-0022-XXX-2025

Bidder: Wiregrass Construction Company, Inc.
Bidder's Address: P. O. Box 3040
Huntsville, AL 35810

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 10, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

GA Apron Reconstruction and Terminal Apron Rehabilitation

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $4,134,155.59 (Base Bid, Add, Alt. 1 & 2). One [1] unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to ENGINEER one [1] counterpart of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

ENGINEER will return to you one fully executed contract as indicated in Paragraph 30.07 of the General Contract Provisions.

Owner: City of Cullman

By: Woody Jacobs

Title: Mayor

Owner: Cullman County

By: Jeff Clemmons

Title: Chairman

Contractor: Wiregrass Construction Company, Inc.

By: _____

Title: _____

NOTICE TO PROCEED

Owner: City of Cullman AIP No: 3-01-0022-XXX-2025

Contractor: Wiregrass Construction Company, Inc.

Engineer: Goodwyn Mills Cawood, LLC Engineer's Project No: TBHM250001

Project: GA Apron Reconstruction and Terminal Apron Rehabilitation

Effective Date of Contract: _____/_____/_____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20__.

On or before that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____ [the number of days to achieve Substantial Completion is **191** and the number of days to achieve readiness for final payment is **221**]

Owner: **City of Cullman**

By: Woody Jacobs

Title: Mayor

Owner: **Cullman County**

By: Jeff Clemons

Title: Chairman

Contractor: **Wiregrass Construction Company, Inc.**

By:

Title:

Date Issued: _____/_____/_____

BID TAB
GENERAL AVIATION APRON RECONSTRUCTION AND TERMINAL APRON REHABILITATION
CULLMAN REGIONAL AIRPORT
GMC PROJECT NO: TBHM250001
APRIL 10, 2025

BASE BID					Engineer's Estimate		Vulcan Materials Gadsden, AL		Wiregrass Construction Cullman, AL	
ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	C-100	1	LS	Contractor Quality Control Program (CQCP)	$150,000.00	$150,000.00	$15,000.00	$15,000.00	$41,154.88	$41,154.88
2	C-102-5.1a	2070	SQ YD	Temporary Seeding and Mulching	$0.50	$1,035.00	$1.00	$2,070.00	$0.81	$1,676.70
3	C-102-5.1b	1540	LIN FT	Installation and Removal of Silt Fence	$10.00	$15,400.00	$5.05	$7,777.00	$4.03	$6,206.20
4	C-102-5.1c	220	LIN FT	Installation and Removal of Wattle	$16.00	$3,520.00	$11.00	$2,420.00	$8.67	$1,907.40
5	C-102-5.1d	3	EACH	Installation and Removal of Inlet Protection	$1,000.00	$3,000.00	$224.00	$672.00	$178.69	$536.07
6	C-105	1	LS	Mobilization	$362,453.00	$362,453.00	$396,508.00	$396,508.00	$199,480.28	$199,480.28
7	P-101-5.1	27930	SQ YD	Pavement Removal (Asphalt)	$10.00	$279,300.00	$4.95	$138,253.50	$3.84	$107,251.20
8	P-152-4.1	17530	CU YD	Unclassified Excavation	$20.00	$350,600.00	$24.00	$420,720.00	$15.19	$266,280.70
9	P-152-4.2	3000	CU YD	Borrow Excavation	$25.00	$75,000.00	$35.00	$105,000.00	$28.91	$86,730.00
10	P-209-5.1	4700	SQ YD	Crushed Aggregate Base Course (10" Compacted Thickness)	$22.00	$103,400.00	$27.00	$126,900.00	$23.48	$110,356.00
11	P-209-5.2	25080	SQ YD	Crushed Aggregate Base Course (12" Compacted Thickness)	$25.00	$627,000.00	$32.00	$802,560.00	$25.61	$642,298.80
12	P-401-8.1	2740	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	$165.00	$452,100.00	$168.00	$460,320.00	$110.01	$301,427.40
13	P-401-8.2	2740	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	$160.00	$438,400.00	$168.00	$460,320.00	$110.01	$301,427.40
14	P-501-8.1a	4550	SQ YD	Portland Cement Concrete Pavement (6" Thick)	$150.00	$682,500.00	$303.10	$1,379,105.00	$150.71	$685,730.50
15	P-629-8.1	2940	SQ YD	Thermoplastic Coal Tar Emulsion Sand Slurry Seal	$10.00	$29,400.00	$9.25	$27,195.00	$7.37	$21,667.80
16	P-602-5.1	7850	GAL	Emulsified Asphalt Prime Coat	$7.00	$53,550.00	$4.65	$35,572.50	$4.08	$31,212.00
17	P-603-5.1	2550	GAL	Emulsified Asphalt Tack Coat	$7.00	$17,850.00	$4.25	$10,837.50	$3.82	$9,741.00
18	P-620-5.2a	1660	SQ FT	Taxiway Marking, Reflective, Yellow	$10.00	$16,600.00	$8.10	$13,446.00	$6.46	$10,723.60
19	P-620-5.2b	280	SQ FT	Taxiway Marking, Non-Reflective, Black	$10.00	$2,800.00	$10.00	$2,800.00	$8.07	$2,259.60
20	P-620-5.2c	970	SQ FT	Taxiway Marking, Non-Reflective, White	$10.00	$9,700.00	$8.10	$7,857.00	$6.46	$6,266.20
21	P-620-5.4a	1660	SQ FT	Temporary, Taxiway Marking, Yellow	$10.00	$16,600.00	$8.10	$13,446.00	$6.46	$10,723.60
22	P-620-5.4b	970	SQ FT	Temporary, Taxiway Marking, White	$10.00	$9,700.00	$8.10	$7,857.00	$6.46	$6,266.20
23	T-905-5.1	1430	CU YD	Topsoiling (Furnished from On Site)	$20.00	$28,600.00	$31.00	$44,330.00	$14.33	$20,491.90
24	L-115-5.1	9	EA	Electrical Junction Structures, Installed	$3,000.00	$27,000.00	$4,535.00	$40,815.00	$6,652.60	$59,873.40
25	206D-000	375	LF	Removing Pipe	$10.00	$3,750.00	$67.00	$25,125.00	$11.02	$4,132.50
26	206E-001	3	EA	Removing Inlets	$1,500.00	$4,500.00	$1,395.00	$4,185.00	$689.00	$2,067.00
27	206E-003	1	EA	Removing Manholes	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$1,240.20	$1,240.20
28	214A-000	830	CU YD	Structure Excavation	$20.00	$16,600.00	$90.50	$84,165.00	$0.00	$0.00
29	214B-001	140	CU YD	Foundation Backfill	$30.00	$4,200.00	$212.00	$29,680.00	$66.66	$9,332.40
30	430B-044	200	TON	Aggregate Surfacing (ALDOT #4)	$65.00	$13,000.00	$165.00	$33,000.00	$42.28	$8,456.00
31	530A-003	140	LF	24" Roadway Pipe (Class 3 R.C.)	$185.00	$25,900.00	$187.00	$26,180.00	$114.82	$16,074.80
32	530A-004	105	LF	36" Roadway Pipe (Class 3 R.C.)	$185.00	$19,425.00	$255.00	$26,775.00	$201.77	$21,185.85
33	532D-000	160	LF	Trench Drain	$125.00	$20,000.00	$734.00	$117,440.00	$540.60	$86,496.00
34	618A-000	50	LF	Concrete Sidewalk	$75.00	$3,750.00	$156.00	$7,800.00	$76.66	$3,833.00
35	621C-161	3	EACH	Grate Inlet	$6,000.00	$18,000.00	$7,410.00	$22,230.00	$15,607.45	$46,822.35
36	659C-000	1900	SQ YD	Hydraulic Applied Seeding and Mulch	$1.50	$2,850.00	$2.45	$4,655.00	$1.94	$3,686.00
37	665P-005	6	EA	Inlet Protection, Stage 3 Or 4	$1,000.00	$6,000.00	$224.00	$1,344.00	$708.09	$4,248.54
38	730J-010	1	EA	Vehicle Loop Detector	$3,000.00	$3,000.00	$2,700.00	$2,700.00	$2,664.27	$2,664.27
39	999A-001	116	EA	Aircraft Tie-downs	$750.00	$87,000.00	$1,475.00	$171,100.00	$446.51	$51,795.16
				TOTAL BASE BID		$3,986,983.00		$5,080,160.50		$3,193,722.80

					Engineer's Estimate		Vulcan Materials Gadsden, AL		Wiregrass Construction Cullman, AL	
ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ADD. ALTERNATE #1										
AA1-1	P-209-5.1	2890	SQ YD	Crushed Aggregate Base Course (10" Compacted Thickness)	$22.00	$63,580.00	$27.00	$78,030.00	$23.00	$66,470.00
AA1-2	P-209-5.2	~2850	SQ YD	Crushed Aggregate Base Course (12" Compacted Thickness)	$25.00	~$71,250.00	$32.00	~$91,200.00	$21.67	~$61,759.50
AA1-3	P-401-8.1	~310	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	$165.00	~$51,150.00	$168.00	~$52,080.00	$95.04	~$29,462.40
AA1-4	P-401-8.2	~310	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	$160.00	~$49,600.00	$168.00	~$52,080.00	$95.04	~$29,462.40
AA1-5	P-501-8.1a	2760	SQ YD	Portland Cement Concrete Pavement (6" Thick)	$150.00	$414,000.00	$303.10	$836,556.00	$180.30	$497,628.00
AA1-6	P-629-8.1	~2940	SQ YD	Thermoplastic Coal Tar Emulsion Sand Slurry Seal	$10.00	~$29,400.00	$9.25	~$27,195.00	$7.03	~$20,668.20
AA1-7	P-602-5.1	~880	GAL	Emulsified Asphalt Prime Coat	$7.00	~$6,160.00	$4.65	~$4,092.00	$3.53	~$3,106.40
AA1-8	P-603-5.1	~290	GAL	Emulsified Asphalt Tack Coat	$7.00	~$2,030.00	$4.25	~$1,232.50	$3.63	~$1,052.70
AA1-9	P-620-5.2b	570	SQ FT	Taxiway Marking, Non-Reflective, Black	$10.00	$5,700.00	$8.10	$4,617.00	$8.37	$4,770.90
AA1-10	P-620-5.2c	~480	SQ FT	Taxiway Marking, Non-Reflective, White	$10.00	~$4,800.00	$10.00	~$4,800.00	$6.09	~$2,923.20
AA1-11	P-620-5.4b	~480	SQ FT	Temporary, Taxiway Marking, White	$10.00	~$4,800.00	$8.10	~$3,888.00	$6.09	~$2,923.20
				TOTAL ADD. ALT. #1		**$264,090.00**		**$682,635.50**		**$417,510.90**
				TOTAL BASE BID + ADD. ALT. #1		**$4,251,073.00**		**$5,782,798.00**		**$3,811,233.80**
ADD. ALTERNATE #2										
AA2-1	C-105	1	LS	Mobilization	$362,453.00	$31,310.00	$59,958.00	$59,958.00	$99,296.89	$99,296.89
AA2-2	P-101-5.1	100	SQ YD	Pavement Removal (Concrete)	$10.00	$1,000.00	$730.00	$73,000.00	$563.49	$56,349.00
AA2-3	P-101-5.3	800	SQ FT	Removal of Foreign Substances/Contaminates/Pavement Markings	$10.00	$8,000.00	$10.00	$8,000.00	$8.37	$6,696.00
AA2-4	P-101-5.5	800	LIN FT	Concrete Spall Repair	$110.00	$88,000.00	$219.00	$175,200.00	$169.05	$135,240.00
AA2-5	P-501-8.1b	100	SQ YD	Portland Cement Concrete Pavement (6.5" Thick)	$200.00	$20,000.00	$1,458.00	$145,800.00	$1,126.99	$112,699.00
AA2-6	P-605-5.1	17500	LIN FT	Joint Sealing Filler	$10.00	$175,000.00	$7.30	$127,750.00	$5.63	$98,525.00
AA2-7	P-620-5.2a	530	SQ FT	Taxiway Marking, Reflective, Yellow	$10.00	$5,300.00	$8.75	$4,637.50	$6.69	$3,545.70
AA2-8	P-620-5.2b	1050	SQ FT	Taxiway Marking, Non-Reflective, Black	$10.00	$10,500.00	$8.75	$9,187.50	$6.69	$7,024.50
AA2-9	P-620-5.4a	530	SQ FT	Temporary, Taxiway Marking, Yellow	$10.00	$5,300.00	$8.75	$4,637.50	$6.69	$3,545.70
				TOTAL ADD. ALT. #2		**$344,410.00**		**$608,170.50**		**$522,921.79**
				TOTAL BASE BID, ADD. ALT. #1 & ADD. ALT. #2		**$4,595,483.00**		**$6,390,968.50**		**$4,334,155.59**

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

Jordan M. Russell, P.E. Alabama License No.: 37153

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Alabama

Jackson Airports
District Office:
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

June 20, 2025

The Honorable Woody Jacobs
Mayor of Cullman
mayor@cullmanal.gov

Mr. Jeff Clemons
Chairman
Cullman County Commission
jclemons@co.cullman.al.us

Dear Airport Sponsors:
The Grant Offer for Airport Improvement Program (AIP) Project No. 3-01-0022-039-2025 at Cullman Regional/Folsom Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.
You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 09, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Ryan Constans, (769) 268-6976, ryan.j.constans@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller
William J. Schuller (Jun 20, 2025 15:19 CDT)

William Schuller
Acting Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 20, 2025
Airport/Planning Area	Cullman Regional/Folsom Field Airport
Airport Infrastructure Grant Number	3-01-0022-039-2025
Unique Entity Identifier	C328G8CGHJV5

TO: City of Cullman and Cullman County, Alabama

(herein called the "Sponsor". The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Alabama.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 16, 2025, for a grant of Federal funds for a project at or associated with the Cullman Regional/Folsom Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Cullman Regional/Folsom Field Airport (herein called the "Project") consisting of the following:

Reseal terminal apron (± 10,700 s.y.); Construct midfield taxiway (± 100 ft, Phase 3)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $413,179.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $413,179 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b). Eligible project related costs incurred on or after November 15, 2021, that comply with all Federal funding, procurement requirements and FAA standards are allowable costs.

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project

costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 09, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;
ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
iii. The use of forced labor in the performance of this grant; or any subaward; or
iv. Acts that directly support or advance trafficking in persons, including the following acts:
a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
d) Charging recruited employees a placement or recruitment fee; or
e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or

         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49

U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

30. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

31. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

32. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

33. **National Airspace System Requirements**

a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

34. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

35. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

36. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of

the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

37. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

38. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;

b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

William J. Schuller
William J. Schuller (Jun 20, 2025 15:19 CDT)

(Signature)

William J. Schuller

(Typed Name)

Acting Manager, FAA JAN ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated June 24, 2025

CITY OF CULLMAN, ALABAMA
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Woody Jacobs
(Typed Name of Sponsor's Authorized Official)

Title: Mayor
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Roy W. Williams, Jr. , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at June 24, 2025

By: Roy W. Williams, Jr.
Roy W. Williams, Jr. (Jun 24, 2025 15:47 CDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated June 27, 2025

CULLMAN COUNTY, ALABAMA

(Name of Sponsor)

Jeff "Clem" Clemons

Jeff "Clem" Clemons (Jun 27, 2025 15:49 CDT)

(Signature of Sponsor's Authorized Official)

By: Jeff "Clem"Clemons

(Typed Name of Sponsor's Authorized Official)

Title: Chairman

(Title of Sponsor's Authorized Official)

[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, J. Bradley Wilson , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Alabama. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[5]

Dated at July 2, 2025

By: J. Bradley Wilson
J. Bradley Wilson (Jul 2, 2025 13:51 CDT)
(Signature of Sponsor's Attorney)

[5] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City and County of Cullman**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 16, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

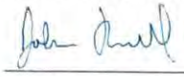
BID TAB
GENERAL AVIATION APRON RECONSTRUCTION AND TERMINAL APRON REHABILITATION
CULLMAN REGIONAL AIRPORT
GMC PROJECT NO: TMGM250001
APRIL 10, 2025

BASE BID

					Engineer's Estimate		Vulcan Materials Gadsden, AL		Wiregrass Construction Cullman, AL	
ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	C-100	1	LS	Contractor Quality Control Program (CQCP)	$150,000.00	$150,000.00	$15,000.00	$15,000.00	$41,154.88	$41,154.88
2	C-102-5.1a	2070	SQ YD	Temporary Seeding and Mulching	$0.50	$1,035.00	$1.00	$2,070.00	$0.81	$1,676.70
3	C-102-5.1b	1540	LIN FT	Installation and Removal of Silt Fence	$10.00	$15,400.00	$5.05	$7,777.00	$4.03	$6,206.20
4	C-102-5.1c	220	LIN FT	Installation and Removal of Wattle	$16.00	$3,520.00	$11.00	$2,420.00	$8.67	$1,907.40
5	C-102-5.1d	3	EACH	Installation and Removal of Inlet Protection	$1,000.00	$3,000.00	$224.00	$672.00	$178.69	$536.07
6	C-105	1	LS	Mobilization	$362,453.00	$362,453.00	$396,508.00	$396,508.00	$199,480.28	$199,480.28
7	P-101-5.1	27930	SQ YD	Pavement Removal (Asphalt)	$10.00	$279,300.00	$4.95	$138,253.50	$3.84	$107,251.20
8	P-152-4.1	17530	CU YD	Unclassified Excavation	$20.00	$350,600.00	$24.00	$420,720.00	$15.19	$266,280.70
9	P-152-4.2	3000	CU YD	Borrow Excavation	$25.00	$75,000.00	$35.00	$105,000.00	$28.91	$86,730.00
10	P-209-5.1	4700	SQ YD	Crushed Aggregate Base Course (10" Compacted Thickness)	$22.00	$103,400.00	$27.00	$126,900.00	$23.48	$110,356.00
11	P-209-5.2	25080	SQ YD	Crushed Aggregate Base Course (12" Compacted Thickness)	$25.00	$627,000.00	$32.00	$802,560.00	$25.61	$642,298.80
12	P-401-8.1	2740	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	$165.00	$452,100.00	$168.00	$460,320.00	$110.01	$301,427.40
13	P-401-8.2	2740	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	$160.00	$438,400.00	$168.00	$460,320.00	$110.01	$301,427.40
14	P-501-8.1a	4550	SQ YD	Portland Cement Concrete Pavement (6" Thick)	$150.00	$682,500.00	$303.10	$1,379,105.00	$150.71	$685,730.50
15	P-629-8.1	2940	SQ YD	Thermoplastic Coal Tar Emulsion Sand Slurry Seal	$10.00	$29,400.00	$9.25	$27,195.00	$7.37	$21,667.80
16	P-602-5.1	7650	GAL	Emulsified Asphalt Prime Coat	$7.00	$53,550.00	$4.65	$35,572.50	$4.08	$31,212.00
17	P-603-5.1	2550	GAL	Emulsified Asphalt Tack Coat	$7.00	$17,850.00	$4.25	$10,837.50	$3.82	$9,741.00
18	P-620-5.2a	1660	SQ FT	Taxiway Marking, Reflective, Yellow	$10.00	$16,600.00	$8.10	$13,446.00	$6.46	$10,723.60
19	P-620-5.2b	280	SQ FT	Taxiway Marking, Non-Reflective, Black	$10.00	$2,800.00	$10.00	$2,800.00	$8.07	$2,259.60
20	P-620-5.2c	970	SQ FT	Taxiway Marking, Non-Reflective, White	$10.00	$9,700.00	$8.10	$7,857.00	$6.46	$6,266.20
21	P-620-5.4a	1660	SQ FT	Temporary, Taxiway Marking, Yellow	$10.00	$16,600.00	$8.10	$13,446.00	$6.46	$10,723.60
22	P-620-5.4b	970	SQ FT	Temporary, Taxiway Marking, White	$10.00	$9,700.00	$8.10	$7,857.00	$6.46	$6,266.20
23	T-905-5.1	1430	CU YD	Topsoiling (Furnished from On Site)	$20.00	$28,600.00	$31.00	$44,330.00	$14.33	$20,491.90
24	L-115-5.1	9	EA	Electrical Junction Structures, Installed	$3,000.00	$27,000.00	$4,535.00	$40,815.00	$6,652.60	$59,873.40
25	206D-000	375	LF	Removing Pipe	$10.00	$3,750.00	$67.00	$25,125.00	$11.02	$4,132.50
26	206E-001	3	EA	Removing Inlets	$1,500.00	$4,500.00	$1,395.00	$4,185.00	$689.00	$2,067.00
27	206E-003	1	EA	Removing Manholes	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$1,240.20	$1,240.20
28	214A-000	930	CU YD	Structure Excavation	$20.00	$18,600.00	$90.50	$84,165.00	$0.00	$0.00
29	214B-001	140	CU YD	Foundation Backfill	$30.00	$4,200.00	$212.00	$29,680.00	$66.66	$9,332.40
30	430B-044	200	TON	Aggregate Surfacing (ALDOT #4)	$65.00	$13,000.00	$165.00	$33,000.00	$42.28	$8,456.00
31	530A-003	140	LF	24" Roadway Pipe (Class 3 R.C.)	$185.00	$25,900.00	$187.00	$26,180.00	$114.82	$16,074.80
32	530A-004	105	LF	36" Roadway Pipe (Class 3 R.C.)	$185.00	$19,425.00	$255.00	$26,775.00	$201.77	$21,185.85
33	532D-000	160	LF	Trench Drain	$125.00	$20,000.00	$734.00	$117,440.00	$540.60	$86,496.00
34	618A-000	50	LF	Concrete Sidewalk	$75.00	$3,750.00	$156.00	$7,800.00	$76.66	$3,833.00
35	621C-161	3	EACH	Grate Inlet	$6,000.00	$18,000.00	$7,410.00	$22,230.00	$15,607.45	$46,822.35
36	659C-000	1900	SQ YD	Hydraulic Applied Seeding and Mulch	$1.50	$2,850.00	$2.45	$4,655.00	$1.94	$3,686.00
37	665P-005	6	EA	Inlet Protection, Stage 3 Or 4	$1,000.00	$6,000.00	$224.00	$1,344.00	$708.09	$4,248.54
38	730J-010	1	EA	Vehicle Loop Detector	$3,000.00	$3,000.00	$2,700.00	$2,700.00	$2,664.27	$2,664.27
39	989A-001	116	EA	Aircraft Tie-downs	$750.00	$87,000.00	$1,475.00	$171,100.00	$446.51	$51,795.16
				TOTAL BASE BID		**$3,986,983.00**		**$5,080,160.50**		**$3,193,722.90**

ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	Engineer's Estimate		Vulcan Materials Gadsden, AL		Winegrass Construction Cullman, AL	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ADD. ALTERNATE #1										
AA1-1	P-209-5.1	2890	SQ YD	Crushed Aggregate Base Course (10" Compacted Thickness)	$22.00	$63,580.00	$27.00	$78,030.00	$23.00	$66,470.00
AA1-2	P-209-5.2	-2850	SQ YD	Crushed Aggregate Base Course (12" Compacted Thickness)	$25.00	-$71,250.00	$32.00	-$91,200.00	$21.67	-$61,759.50
AA1-3	P-401-8.1	-310	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	$165.00	-$51,150.00	$168.00	-$52,080.00	$95.04	-$29,462.40
AA1-4	P-401-8.2	-310	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	$160.00	-$49,600.00	$168.00	-$52,080.00	$95.04	-$29,462.40
AA1-5	P-501-8.1a	2760	SQ YD	Portland Cement Concrete Pavement (6" Thick)	$150.00	$414,000.00	$303.10	$836,556.00	$180.30	$497,628.00
AA1-6	P-629-8.1	-2940	SQ YD	Thermoplastic Coal Tar Emulsion Sand Slurry Seal	$10.00	-$29,400.00	$9.35	-$27,195.00	$7.03	-$20,668.20
AA1-7	P-602-5.1	-880	GAL	Emulsified Asphalt Prime Coat	$7.00	-$6,160.00	$4.65	-$4,092.00	$3.53	-$3,106.40
AA1-8	P-603-5.1	-290	GAL	Emulsified Asphalt Tack Coat	$7.00	-$2,030.00	$4.25	-$1,232.50	$3.63	-$1,052.70
AA1-9	P-620-5.2b	570	SQ FT	Taxiway Marking, Non-Reflective, Black	$10.00	$5,700.00	$8.10	$4,617.00	$8.37	$4,770.90
AA1-10	P-620-5.2c	-480	SQ FT	Taxiway Marking, Non-Reflective, White	$10.00	-$4,800.00	$10.00	-$4,800.00	$6.09	-$2,923.20
AA1-11	P-620-5.4b	-480	SQ FT	Temporary, Taxiway Marking, White	$10.00	-$4,800.00	$8.10	-$3,888.00	$6.09	-$2,923.20
				TOTAL ADD. ALT. #1		**$264,090.00**		**$682,635.50**		**$417,510.90**
				TOTAL BASE BID + ADD. ALT. #1		**$4,251,073.00**		**$5,762,786.00**		**$3,611,233.80**
ADD. ALTERNATE #2										
AA2-1	C-105	1	LS	Mobilization	$362,453.00	$31,310.00	$59,958.00	$59,958.00	$99,296.89	$99,296.89
AA2-2	P-101-5.1	100	SQ YD	Pavement Removal (Concrete)	$10.00	$1,000.00	$730.00	$73,000.00	$563.49	$56,349.00
AA2-3	P-101-5.3	800	SQ FT	Removal of Foreign Substances/Contaminates/Pavement Markings	$10.00	$8,000.00	$10.00	$8,000.00	$8.37	$6,696.00
AA2-4	P-101-5.5	800	LIN FT	Concrete Spall Repair	$110.00	$88,000.00	$219.00	$175,200.00	$169.05	$135,240.00
AA2-5	P-501-8.1b	100	SQ YD	Portland Cement Concrete Pavement (6.5" Thick)	$200.00	$20,000.00	$1,459.00	$145,800.00	$1,126.99	$112,699.00
AA2-6	P-605-5.1	17500	LIN FT	Joint Sealing Filler	$10.00	$175,000.00	$7.30	$127,750.00	$5.63	$98,525.00
AA2-7	P-620-5.2a	530	SQ FT	Taxiway Marking, Reflective, Yellow	$10.00	$5,300.00	$8.75	$4,637.50	$6.69	$3,545.70
AA2-8	P-620-5.2b	1050	SQ FT	Taxiway Marking, Non-Reflective, Black	$10.00	$10,500.00	$8.75	$9,187.50	$6.69	$7,024.50
AA2-9	P-620-5.4a	530	SQ FT	Temporary, Taxiway Marking, Yellow	$10.00	$5,300.00	$8.75	$4,637.50	$6.69	$3,545.70
				TOTAL ADD. ALT. #2		**$344,410.00**		**$608,170.50**		**$522,921.79**
				TOTAL BASE BID , ADD. ALT. #1 & ADD. ALT. #2		**$4,595,483.00**		**$6,370,956.50**		**$4,134,155.59**

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



Jordan M. Russell, P.E. Alabama License No.: 37153

Resolution 2025-29

TO AWARD BID FOR MIDFIELD DEVELOPMENT AT THE CULLMAN REGIONAL AIRPORT

WHEREAS, bids were opened on April 10, 2025, at 11:00 a.m. for Midfield Development at the Cullman Regional Airport; and

WHEREAS, the lowest responsible bidder for Midfield Development at the Cullman Regional Airport; and

WHEREAS, the Cullman County Commission has evaluated the bids received and has determined that Wiregrass Construction Company, Inc., is the lowest
responsible bidder in the amount of$ 1,259,806.27 which is the base bid plus alternates 1 and 2 ; and

BE IT RESOLVED by the Cullman County Commission that the bid for Midfield Development at the Cullman Regional Airport be
hereby awarded to Wiregrass Construction Company, Inc. in the amount of$ 1,259,806.27.

ADOPTED BY THE Cullman COUNTY COMMISSION this the 2am day of May, 2025.

Jeff Clemons,
Chairman

Attest: County Administrator

Kerry Watson,
Commissioner

Kelly Duke,
Commissioner

Garry Marchman,
Commissioner

Corey Freeman,
Commissioner

GMC

Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

July 16, 2025

TRANSMITTED VIA EMAIL

Ben Harrison, Airport Manager
Cullman Regional Airport
231 County Road 1360
Vinemont, Alabama 35179

RE: MIDFIELD DEVELOPMENT
CULLMAN REGIONAL AIRPORT
AIG PROJECT NO: 3-01-0022-037-2025
GMC PROJECT NO: TBHM250002

Dear Mr. Harrison:

We have reviewed the bids submitted April 10, 2025 for the above referenced project and find them to be in order. Wiregrass Construction Company, Inc. submitted the low responsive bid in the amount of $1,237,018.09 (Base); $22,788.18 (Add. Alt. 1) for a total of $1,259,806.27. Therefore, we recommend award of the Base & Add. Alt. 1 to Wiregrass Construction Company, Inc. in the amount of $1,259,806.27. I have attached a copy of the Bid Tabulation for your records.

Contingent upon federal funding and upon award, please have the Mayor and Chairman execute the Contract Agreement, Payment Bond, Performance Bond, Notice of Award and the Notice to Proceed and have their signature attested where indicated. Please leave the documents undated at this time and we will fill in the dates once a start date of construction has been determined. If you have any questions, please contact us.

Yours truly,

Jordan Russell, PE
Project Manager

JR/ps

Attachment(s)

CONTRACT AGREEMENT

AIG Project No: 3-01-0022-037-2025

THIS AGREEMENT, made as of _____ is **BY AND BETWEEN**

the OWNER: **City of Cullman / Cullman County**
Cullman Regional Airport
231 County Road 1360
Vinemont, AL 35179

And the CONTRACTOR: **Wiregrass Construction Company, Inc.**
P. O. Box 3040
Huntsville, AL 35810

WITNESSETH:

WHEREAS it is the intent of the OWNER to make improvements at Cullman Regional Airport generally described as follows;

Midfield Development hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Agreement

This contract, the documents issued hereunder, and the accompanying General Provisions, Supplementary Provisions, FAA Contract Provisions, Technical Specifications, Addenda, Request for Bids, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment and all authorized change orders issued subsequent to the date of this agreement constitute the entire agreement between the parties.

All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

One million two hundred fifty-nine thousand eight hundred six and 27/100 dollars ($1,259,806.27)
(Amount in Written Words) *(Amount in Numerals)*

subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 90 calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of $1,000.00 per day for each calendar day required in excess of the authorized Contract Time. In addition to the overall contract time, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum for exceeding allowable construction time per each individual Phase of the project, if applicable, as defined in Section 80 of the General Conditions.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all representations and certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9 - Warrantees and Guarantee

The Contractor shall provide the manufacturer's warranties to the Owner for all equipment and the Contractor warrants equipment and guarantees workmanship for satisfactory in-service operation of the equipment and related components for a period of one year following the date of completion of the operational check period.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows: Goodwyn Mills Cawood, LLC, Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

Article 11 – Federal Contract Provisions

CIVIL RIGHTS – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (§ 26.13) - The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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 paragraph (1)(iv) of this section; 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 § 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 (1)(ii) of this section) 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 easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer 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;

(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.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized

representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (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 cash 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 asset for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor 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 or 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, all or part of the wages required by the contract, the Federal Aviation Administration 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.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 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(a)(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 that 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 costs 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.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration 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 the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(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 provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and 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 Regulations, 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 (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 (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, 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, the Federal agency 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 § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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 classification of 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.

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 shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration 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 § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section 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 disputes 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) 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).

(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 or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

"General Decision Number: AL20250128 01/03/2025

Superseded General Decision Number: AL20240128

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 $17.75 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 2025.
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 $13.30 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 2025.

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	Publication Date
0	01/03/2025

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: Dump Truck	$ 12.99 **	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 ($17.75) or 13658 ($13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The 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 for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

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

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

(3) 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); and

(4) 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).

2. 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.

3. If the Contractor is participating (pursuant to 41 CFR part 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.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p 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 construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work 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.

5. 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.

6. 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.

7. 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 onsite 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 onsite supervisory personnel such 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 a 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 effect 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-user 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 suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint 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 7p 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 to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. 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).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

12. 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.

13. 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 part 60-4.8.

14. 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.

15. 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 of 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).

PROHIBITION of SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

TERMINATION OF CONTRACT

Termination for Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

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

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the 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 paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed one (1) copy of this Agreement on the day and year first noted herein.

OWNER

Name: City of Cullman

Address: c/o Cullman Regional Airport
231 County Road 130
Vinemont, Alabama 35179

By: _____
Woody Jacobs

Mayor
Title of Representative

ATTEST

By: _____
Signature

Asst. City Clerk
Title

OWNER

Name: Cullman County

Address: c/o Cullman Regional Airport
231 County Road 130
Vinemont, Alabama 35179

By: _____
Jeff Clemons

Chairman
Title of Representative

ATTEST

By: Miranda Hood
Signature

Accts Payable
Title

CONTRACTOR

Name: Wiregrass Const. Co., Inc.

Address: P. O. Box 3040
Huntsville, AL 35810

By: _____
Christopher K. Barker

Preconstruction Group Mgr.
Title of Representative

ATTEST

By: _____
Signature

Title

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

Wiregrass Construction Company, Inc.
P. O. Box 3040
Huntsville, AL 35810

SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION	
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT NO.	CONTRACT DATE
One million two hundred fifty-nine thousand eight hundred six and 27/100 dollars ($1,259,806.27)	3-01-0022-037-2025	

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto

City of Cullman / Cullman County
Cullman Regional Airport
231 County Road 1360
Vinemont, AL 35179

as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project: Midfield Development
Project Location: Cullman Regional Airport Vinemont, Alabama

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: Wiregrass Const. Company, Inc.

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: Christopher K. Barker
Preconstruction Group Mgr.

SURETY:

ATTEST:

Surety Name: _____

Signature: _____ Signature: _____

Name and Title: _____ Name and Title: _____

(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: 7/24/2025

Signature:

Name and Title: Woody Jacobs, Mayor

ATTEST:

Signature:

Name and Title: Assistant City Clerk

(Affix Seal)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: 7.24.25

Signature:

Name and Title: Jeff Clemons, Chairman

ATTEST:

Signature: Miranda Hood

Name and Title: Accts Payable

(Affix Seal)

PERFORMANCE BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

Wiregrass Construction Company, Inc.
P. O. Box 3040
Huntsville, AL 35810

SURETY *(Legal Name and Business Address)*	STATE OF INCORPORATION	
PENAL SUM OF BOND *(Expressed in words and numerals)*	CONTRACT NO.	CONTRACT DATE
One million two hundred fifty-nine thousand eight hundred six and 27/100 dollars ($1,259,806.27)	3-01-0022-037-2025	

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto

City of Cullman / Cullman County
Cullman Regional Airport
231 County Road 1360
Vinemont, AL 35179

as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project: Midfield Development
Project Location: Cullman Regional Airport Vinemont, Alabama

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

    a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

    b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

    c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

    d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20___.

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: Wiregrass Const. Company, Inc.

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: Christopher K. Barker
Preconstruction Group Mgr.

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: 7/24/2025

Signature:

Name and Title: Woody Jacobs, Mayor

ATTEST:

Signature: Pam Leslie

Name and Title: Assistant City Clerk

(Affix Seal)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: 7/25/25

Signature:

Name and Title: Jeff Clemmons, Chairman

ATTEST:

Signature: Tiffany Merriman

Name and Title: County Clerk

(Affix Seal)

NOTICE OF AWARD

Date of Issuance: _____/_____/_____

Owner: City of Cullman / Cullman County

Engineer: Goodwyn Mills Cawood, LLC

Engineer's Project No: TBHM250002

Project: Midfield Development

AIG No: 3-01-0022-037-2025

Bidder: Wiregrass Construction Company, Inc.

Bidder's Address: P. O. Box 3040
Huntsville, AL 35810

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 10, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Midfield Development

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $1,259,806.27 (Base + Add. Alt 1.). One [1] unexecuted counterpart of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to ENGINEER one [1] counterpart of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

ENGINEER will return to you one fully executed contract as indicated in Paragraph 30.07 of the General Contract Provisions.

Owner: City of Cullman

By: Woody Jacobs

Title: Mayor

Owner: Cullman County

By: Jeff Clemmons

Title: Chairman

Contractor: Wiregrass Construction Company, Inc.

By: Christopher K. Barker

Title: Preconstruction Group Manager

NOTICE TO PROCEED

Owner: City of Cullman

AIG No: 3-01-0022-037-2025

Contractor: Wiregrass Construction Company, Inc.

Engineer: Goodwyn Mills Cawood, LLC

Engineer's Project No: TBHM250002

Project: Midfield Development

Effective Date of Contract: _____/_____/_____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20__.

On or before that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____[the number of days to achieve Substantial Completion is **90** and the number of days to achieve readiness for final payment is **120**]

Owner: **City of Cullman**

By: Woody Jacobs

Title: Mayor

Owner: **Cullman County**

By: Jeff Clemons

Title: Chairman

Contractor: **Wiregrass Construction Company, Inc.**

By: Christopher K. Barker

Title: Preconstruction Group Manager

Date Issued: _____/_____/_____

BID TAB
MIDFIELD DEVELOPMENT
CULLMAN REGIONAL AIRPORT
GMC PROJECT NO: TBHM250002
APRIL 10, 2025

BASE BID										
					Engineer's Estimate		Vulcan Construction Gadsden, AL		Wiregrass Construction Huntsville, AL	
ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	C-102-5.1a	47700	SQ YD	Temporary Seeding and Mulching	$0.50	$23,850.00	$0.94	$44,838.00	$0.74	$35,298.00
2	C-102-5.1e	2730	LIN FT	Installation and Removal of Silt Fence	$10.00	$27,300.00	$5.55	$15,151.50	$4.35	$11,875.50
3	C-102-5.1f	110	LIN FT	Installation and Removal of Wattle	$15.00	$1,650.00	$11.50	$1,265.00	$9.13	$1,004.30
4	C-105	1	LS	Mobilization	$111,200.00	$111,200.00	$70,000.00	$70,000.00	$138,331.05	$138,331.05
5	P-152-4.1	25600	CU YD	Unclassified Excavation	$16.00	$409,600.00	$14.00	$358,400.00	$16.50	$422,400.00
6	P-152-4.2	500	CU YD	Borrow Excavation	$30.00	$15,000.00	$38.00	$19,000.00	$37.19	$18,595.00
7	P-209-5.1	3730	SQ YD	Crushed Aggregate Base Course (14" Compacted Thickness)	$32.00	$119,360.00	$43.00	$160,390.00	$34.88	$130,102.40
8	P-401-8.1	400	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	$175.00	$70,000.00	$235.00	$94,000.00	$152.45	$60,980.00
9	P-401-8.2	400	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	$175.00	$70,000.00	$235.00	$94,000.00	$152.45	$60,980.00
10	P-602-5.1	1120	GAL	Emulsified Asphalt Prime Coat	$7.00	$7,840.00	$5.50	$6,160.00	$4.22	$4,726.40
11	P-603-5.1	350	GAL	Emulsified Asphalt Tack Coat	$7.00	$2,450.00	$5.50	$1,925.00	$3.65	$1,277.50
12	P-610-6.1	475	LIN FT	Concrete Flume (4' Depth)	$75.00	$35,625.00	$175.00	$83,125.00	$94.53	$44,901.75
13	P-620-5.2	430	SQ FT	Taxiway Marking, Reflective, Yellow	$15.00	$6,450.00	$29.00	$12,470.00	$22.67	$9,748.10
14	P-620-5.3	430	SQ FT	Temporary Taxiway Marking, Yellow	$15.00	$6,450.00	$29.00	$12,470.00	$22.67	$9,748.10
15	T-905-5.1	3570	CU YD	Topsoiling (Obtained on Site or Removed from Stockpile)	$15.00	$53,550.00	$12.00	$42,840.00	$14.09	$50,301.30
16	L-108-5.2	2350	LF	No.8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	$5.00	$11,750.00	$3.85	$9,047.50	$5.95	$13,982.50
17	L-108-5.3	2150	LF	No.6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above Duct Bank or Conduit, Including Ground Rods and Ground Connectors	$5.00	$10,750.00	$3.40	$7,310.00	$5.90	$12,685.00
18	L-110-5.1	80	LF	Concrete Encased Electrical Duct Bank, 4-way, 2" PVC, Type 1, 24-Inch Minimum Cover, Installed	$75.00	$6,000.00	$54.00	$4,320.00	$136.05	$10,884.00
19	L-110-5.2	2150	LF	Non-Encased, Electrical Conduit, 1-Way 2-Inch (50 mm) PVC, Type 1	$15.00	$32,250.00	$7.75	$16,662.50	$13.60	$29,240.00
20	L-125-5.1	7	EACH	Retroreflective Markers (Blue)	$150.00	$1,050.00	$324.00	$2,268.00	$1,065.72	$7,460.04
21	L-125-5.2	27	EACH	L-861 Base Mounted Taxiway Edge, Threshold or End Lights, Installed	$2,000.00	$54,000.00	$2,220.00	$59,940.00	$1,700.61	$45,916.47
22	L-125-5.3	8	EACH	L-861 Base Mounted Taxiway Edge (Remove and Stockpile)	$1,500.00	$12,000.00	$1,555.00	$12,440.00	$1,360.49	$10,883.92
23	L-125-5.4	1	EACH	L-858C Taxiway Endign Marker, Size 3, Style 4, Class 2, Mode 2, Installed	$10,000.00	$10,000.00	$8,695.00	$8,695.00	$9,863.54	$9,863.54
24	L-125-5.6	1	LS	Temporary Airfield Electrical Distribution Jumpers	$10,000.00	$10,000.00	$13,250.00	$13,250.00	$4,534.95	$4,534.95
25	206D-000	25	LF	Removing Pipe	$50.00	$1,250.00	$122.00	$3,050.00	$57.24	$1,431.00
26	214A-000	60	CU YD	Structure Excavation	$25.00	$1,500.00	$44.00	$2,640.00	$90.40	$5,424.00
27	214B-000	40	CU YD	Foundation Backfill	$40.00	$1,600.00	$76.50	$3,060.00	$194.59	$7,783.60
28	530A-001	130	LF	18" Roadway Pipe (Class 3 R.C.)	$175.00	$22,750.00	$65.00	$8,450.00	$86.91	$11,298.30
29	610A-002	5	SQ YD	Loose Riprap,Class 2,12" Thick	$250.00	$1,250.00	$291.00	$1,455.00	$301.37	$1,506.85
30	619A-002	2	EACH	18" Roadway Pipe End Treatment, Class 1	$2,500.00	$5,000.00	$2,560.00	$5,120.00	$2,681.68	$5,363.36
31	640A-003	270	LF	Underground Utility Adjustment (Communication)	$25.00	$6,750.00	$75.00	$20,250.00	$57.82	$15,611.40
32	659C-000	47700	SQ YD	Hydraulic Applied Seeding and Mulch	$1.50	$71,550.00	$1.05	$50,085.00	$0.82	$39,114.00
33	665K-000	1	LS	Rock Ditch Check with Sump Excavation	$2,500.00	$2,500.00	$2,800.00	$2,800.00	$3,765.76	$3,765.76
				TOTAL BASE BID		$1,222,275.00		$1,246,877.50		$1,237,016.09

BID TAB
MIDFIELD DEVELOPMENT
CULLMAN REGIONAL AIRPORT
GMC PROJECT NO: TMGM250002
APRIL 10, 2025

BASE BID

ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	Engineer's Estimate		Vulcan Construction Gadsden, AL		Wiregrass Construction Huntsville, AL	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	C-102-5.1a	47700	SQ YD	Temporary Seeding and Mulching	$0.50	$23,850.00	$0.94	$44,838.00	$0.74	$35,298.00
2	C-102-5.1e	2730	LIN FT	Installation and Removal of Silt Fence	$10.00	$27,300.00	$5.55	$15,151.50	$4.35	$11,875.50
3	C-102-5.1f	110	LIN FT	Installation and Removal of Wattle	$15.00	$1,650.00	$11.50	$1,265.00	$9.13	$1,004.30
4	C-105	1	LS	Mobilization	$111,200.00	$111,200.00	$70,000.00	$70,000.00	$138,331.05	$138,331.05
5	P-152-4.1	25600	CU YD	Unclassified Excavation	$16.00	$409,600.00	$14.00	$358,400.00	$16.50	$422,400.00
6	P-152-4.2	500	CU YD	Borrow Excavation	$30.00	$15,000.00	$38.00	$19,000.00	$37.19	$18,595.00
7	P-209-5.1	3730	SQ YD	Crushed Aggregate Base Course (14" Compacted Thickness)	$32.00	$119,360.00	$43.00	$160,390.00	$34.88	$130,102.40
8	P-401-8.1	400	TON	2" Bituminous Surface Course (3/4" Max Aggregate Size)	$175.00	$70,000.00	$235.00	$94,000.00	$152.45	$60,980.00
9	P-401-8.2	400	TON	2" Bituminous Binder Course (3/4" Max Aggregate Size)	$175.00	$70,000.00	$235.00	$94,000.00	$152.45	$60,980.00
10	P-602-5.1	1120	GAL	Emulsified Asphalt Prime Coat	$7.00	$7,840.00	$5.50	$6,160.00	$4.22	$4,726.40
11	P-603-5.1	350	GAL	Emulsified Asphalt Tack Coat	$7.00	$2,450.00	$5.50	$1,925.00	$3.65	$1,277.50
12	P-610-6.1	475	LIN FT	Concrete Flume (4" Depth)	$75.00	$35,625.00	$175.00	$83,125.00	$94.53	$44,901.75
13	P-620-5.2	430	SQ FT	Taxiway Marking, Reflective, Yellow	$15.00	$6,450.00	$29.00	$12,470.00	$22.67	$9,748.10
14	P-620-5.3	430	SQ FT	Temporary Taxiway Marking, Yellow	$15.00	$6,450.00	$29.00	$12,470.00	$22.67	$9,748.10
15	T-905-5.1	3570	CU YD	Topsoiling (Obtained on Site or Removed from Stockpile)	$15.00	$53,550.00	$12.00	$42,840.00	$14.09	$50,301.30
16	L-108-5.2	2350	LF	No.8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	$5.00	$11,750.00	$3.85	$9,047.50	$5.95	$13,982.50
17	L-108-5.3	2150	LF	No.6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above Duct Bank or Conduit, Including Ground Rods and Ground Connectors	$5.00	$10,750.00	$3.40	$7,310.00	$5.90	$12,685.00
18	L-110-5.1	80	LF	Concrete Encased Electrical Duct Bank, 4-way, 2" PVC, Type 1, 24-Inch Minimum Cover, Installed	$75.00	$6,000.00	$54.00	$4,320.00	$136.05	$10,884.00
19	L-110-5.2	2150	LF	Non-Encased, Electrical Conduit, 1-Way 2-Inch (50 mm) PVC, Type 1	$15.00	$32,250.00	$7.75	$16,662.50	$13.60	$29,240.00
20	L-125-5.1	7	EACH	Retroreflective Markers (Blue)	$150.00	$1,050.00	$324.00	$2,268.00	$1,065.72	$7,460.04
21	L-125-5.2	27	EACH	L-861 Base Mounted Taxiway Edge, Threshold or End Lights, Installed	$2,000.00	$54,000.00	$2,220.00	$59,940.00	$1,700.61	$45,916.47
22	L-125-5.3	8	EACH	L-861 Base Mounted Taxiway Edge (Remove and Stockpile)	$1,500.00	$12,000.00	$1,555.00	$12,440.00	$1,360.49	$10,883.92
23	L-125-5.4	1	EACH	L-858C Taxiway Endign Marker, Size 3, Style 4, Class 2, Mode 2, Installed	$10,000.00	$10,000.00	$8,695.00	$8,695.00	$9,863.54	$9,863.54
24	L-125-5.6	1	LS	Temporary Airfield Electrical Distribution Jumpers	$10,000.00	$10,000.00	$13,250.00	$13,250.00	$4,534.95	$4,534.95
25	206D-000	25	LF	Removing Pipe	$50.00	$1,250.00	$122.00	$3,050.00	$57.24	$1,431.00
26	214A-000	60	CU YD	Structure Excavation	$25.00	$1,500.00	$44.00	$2,640.00	$90.40	$5,424.00
27	214B-000	40	CU YD	Foundation Backfill	$40.00	$1,600.00	$76.50	$3,060.00	$194.59	$7,783.60
28	530A-001	130	LF	18" Roadway Pipe (Class 3 R.C.)	$175.00	$22,750.00	$65.00	$8,450.00	$86.91	$11,298.30
29	610A-002	5	SQ YD	Loose Riprap,Class 2,12" Thick	$250.00	$1,250.00	$291.00	$1,455.00	$301.37	$1,506.85
30	619A-002	2	EACH	18" Roadway Pipe End Treatment, Class 1	$2,500.00	$5,000.00	$2,560.00	$5,120.00	$2,681.68	$5,363.36
31	640A-003	270	LF	Underground Utility Adjustment (Communication)	$25.00	$6,750.00	$75.00	$20,250.00	$57.82	$15,611.40
32	659C-000	47700	SQ YD	Hydraulic Applied Seeding and Mulch	$1.50	$71,550.00	$1.05	$50,085.00	$0.82	$39,114.00
33	665K-000	1	LS	Rock Ditch Check with Sump Excavation	$2,500.00	$2,500.00	$2,800.00	$2,800.00	$3,765.76	$3,765.76
				TOTAL BASE BID		**$1,222,375.00**		**$1,248,877.50**		**$1,237,018.09**

ITEM	SPEC. NO.	QTY.	UNIT	DESCRIPTION	Engineer's Estimate		Vulcan Construction Gadsden, AL		Wiregrass Construction Huntsville, AL	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ADD. ALTERNATE #1										
1	L-125-5.5	3	EACH	L-858Y Taxiway Sign, Size 2, Style 2, Class 2, Mode 2, Installed	$14,000.00	$42,000.00	$17,945.00	$53,835.00	$7,596.06	$22,788.18
				TOTAL ADD. ALT. #1		**$42,000.00**		**$53,835.00**		**$22,788.18**
				TOTAL BASE BID + ADD. ALT. #1		**$1,264,275.00**		**$1,300,712.50**		**$1,259,806.27**

Wiregrass Construction - Did not extend line item 27 correctly

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

Jordan M. Russell, P.E. Alabama License No.: 37153

State of Alabama
Cullman County

RESOLUTION NO. - 2025-30

WHEREAS, the Cullman County Commission on the basis of an engineering and traffic investigation determines that the maximum speed permitted under Article 8, Title 32, Chapter 5A, Code of Alabama, 1975 for County Road 1462 is more than reasonable and safe under the conditions found to exist upon said road; it is

THEREFORE RESOLVED, that the proper maximum speed for County Road 1462 is set at 20 miles per hour at all times and no person shall operate a motor vehicle in excess of 20 miles per hour on County Road 1462;

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 20th day of May 2025.

Jeff Clemons,
Chairman

Attest: County Administrator

Kerry Watson,
Commissioner

Kelly Duke,
Commissioner

Garry Marchman,
Commissioner

Corey Freeman,
Commissioner

RESOLUTION NO. 2025-31
A RESOLUTION RELOCATING THE VOTING PLACE FOR VOTING PRECINCT

BE IT REOLVED by the Cullman County Commission as follows:

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

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

WHEREAS, the voting location in Precinct Number 3.1 in Cullman County, Alabama is presently located at Hanceville City Hall, 112 Main Street SE, Hanceville, Alabama 35077.

WHEREAS, Hanceville City Hall, has long been the voting location for the registered voters of Voting Precinct 3.1, and

WHEREAS, a special election was ordered by Governor Kay Ivey, Governor of the State of Alabama, to be held on August 26, 2025, on the same day as municipal elections for the City of Hanceville and to be held at the same location, causing said location to be unavailable.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that the Voting Place for Precinct 3.1, which is presently located at Hanceville City Hall be relocated to the alternate location of the Hanceville Senior Center, 209 Michelle Street NW, Hanceville, Alabama 35077.

BE IT FURTHER RESOLVED AND ORDERED, that this alternate location is only for the election to be held on August 26, 2025, and shall revert to the original location following the August 26, 2025 election; and,

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

Dated this 20th day of May, 2025.

JEFF "CLEM" CLEMONS, Chairman

ATTEST:

By: Miranda Hood

RESOLUTION NO. 2025-32
A RESOLUTION RELOCATING THE VOTING PLACE FOR VOTING PRECINCT

BE IT REOLVED by the Cullman County Commission as follows:

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

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

WHEREAS, the voting location in Precinct Number 3.2 in Cullman County, Alabama is presently located at Hanceville Civic Center, 902 Commercial Street NE, Hanceville, Alabama 35077.

WHEREAS, Hanceville Civic Center, has long been the voting location for the registered voters of Voting Precinct 3.2, and

WHEREAS, a special election was ordered by Governor Kay Ivey, Governor of the State of Alabama, to be held on August 26, 2025, on the same day as municipal elections for the City of Hanceville and to be held at the same location, causing said location to be unavailable.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that the Voting Place for Precinct 3.2, which is presently located at Hanceville Civic Center be relocated to the alternate location of the Hanceville Senior Center, 209 Michelle Street NW, Hanceville, Alabama 35077.

BE IT FURTHER RESOLVED AND ORDERED, that this alternate location is only for the election to be held on August 26, 2025, and shall revert to the original location following the August 26, 2025 election; and,

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

Dated this 20th day of May, 2025.

JEFF "CLEM" CLEMONS, Chairman

ATTEST:

By: Miranda Hood

DFC 22 (Rev. 03-22)

INSOLVENTS, ERRORS, LITIGATIONS AND UNSOLD TAX LIENS FOR 20 24 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA

Cullman **County**

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this 20th day of May, 20 25, Barry Willingham, Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment", "Taxes in Litigation", and "Unsold Tax Liens" on taxes for the current year 20 24, as required by Code of Ala. 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

Insolvents: State Taxes -- General	$	308.65
-- Soldier	$	123.46
-- School	$	370.38
Errors in Assessments: State Taxes -- General	$	39,830.45
-- Soldier	$	15,932.18
-- School	$	51,261.66
Taxes in Litigation: State Taxes -- General	$	213.45
-- Soldier	$	85.38
-- School	$	256.14
Unsold Tax Liens: State Taxes -- General	$	0.00
-- Soldier	$	0.00
-- School	$	0.00

And said Collector has also made his report for final allowance of the uncollected balances of Insolvent Taxes for the previous year 20 23, as required by Code of Ala. 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes -- General	$	219.40
-- Soldier	$	87.76
-- School	$	263.28

And said Collector is also allowed credit for the following taxes in litigation for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2022	$ 19.70	$ 7.88	$ 23.64
2021	$ 419.65	$ 167.86	$ 503.58
2020	$ 205.85	$ 82.34	$ 247.02
	$	$	$

Given under my hand this _____ day of _____, 20___

_____
Presiding Officer

See Code of Ala. 1975, Sections 40-5-23 and 40-5-24 as to taxes of current year and Sections 40-5-26 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

Barry Willingham, ACTA

Monday, May 12, 2025

Subject: Submission of Insolvent Businesses for 2024 Property Tax Collection Year Pursuant to Code of Alabama, §40-5-24

Dear Members of the Cullman County Commission,

Pursuant to the Code of Alabama, §40-5-24, I am submitting the attached list of businesses deemed insolvent for the 2024 property tax collection year. This list identifies businesses with outstanding business personal property taxes, fees, and accrued interest.

In accordance with §40-5-24(b), I respectfully request that the Commission direct the appropriate tax collecting official to notify the official responsible for issuing state, county, and municipal business or manufacturing licenses. Specifically, no licenses should be issued or renewed for the listed businesses until confirmation is received from the tax collecting official that all outstanding taxes, fees, interest, and any associated collection costs have been paid in full.

Please forward this list to the Court of Probate of Cullman County to ensure compliance with the statute and to prevent the renewal of business licenses for these insolvent entities until all obligations are satisfied.

Should you have any questions or require further information, please contact me via email at bwillingham@co.cullman.al.us or by telephone at (256) 775-4862.

Thank you for your attention to this matter.

Sincerely,
Barry Willingham
Revenue Commissioner
Cullman County Revenue Commission

Enclosure: List of Insolvent Businesses for 2024

PO Box 2220 Cullman, AL 35056-2220
cullmanrevenuecommissioner.com

Phone (256) 775-4776 Fax (256) 775-4863
e-mail: bwillingham@co.cullman.al.us

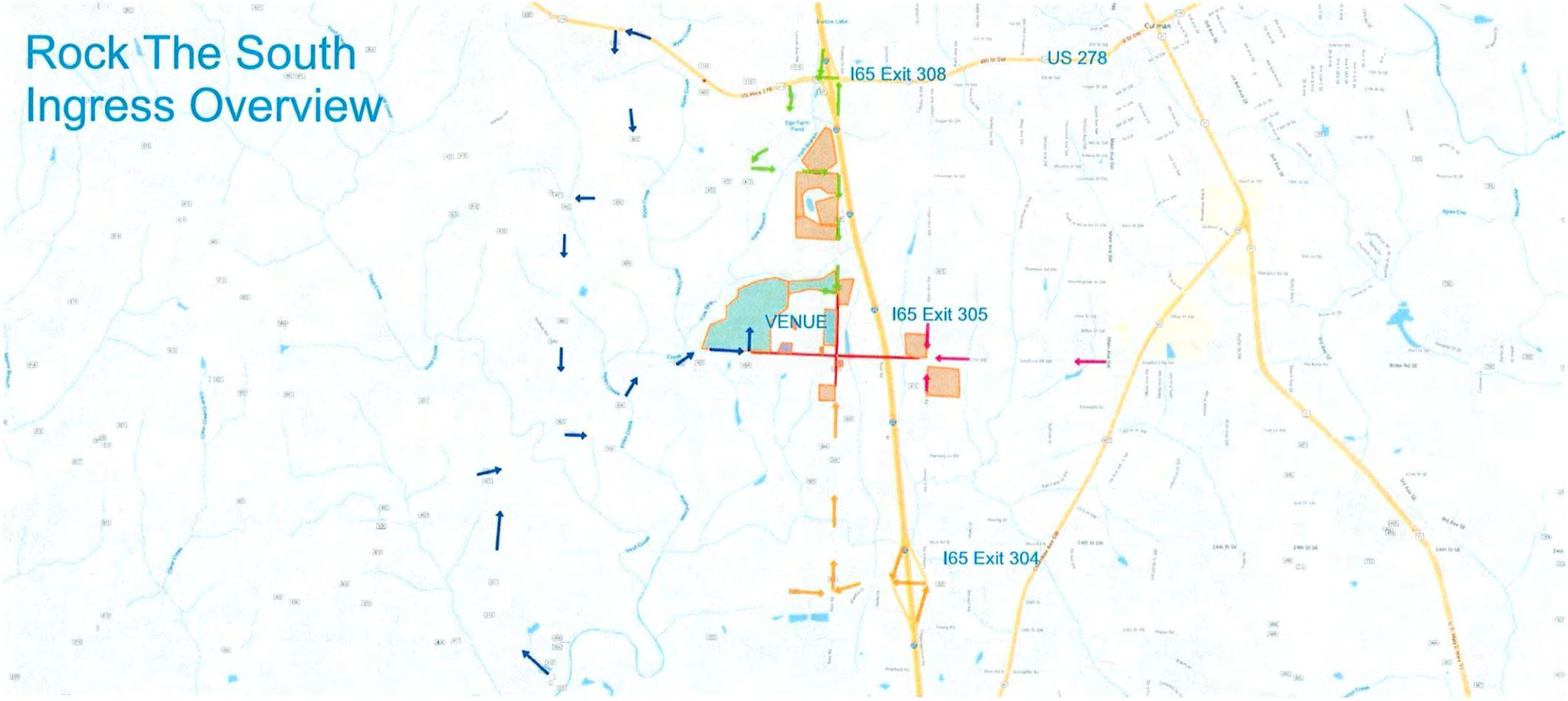
Barry Willingham, ACTA

- ALPHA NUTRITION 1722 2ND AVE SW CULLMAN AL 35055
- BLESSED BURGERS **BRADLEY HUNT** LLC 209 POSEY DR NAUVOO AL 35578
- CULLMAN PRIMARY CARE PC 503 CLARK ST NE CULLMAN AL 35055(1801 PARK VIEW DR)
- CULLMAN PRIMARY CARE PC 503 CLARK ST NE CULLMAN AL 35055(1800 AL HWY 157)
- CULLMAN PRIMARY CARE PC LAB 503 CLAKR ST NE CULLMAN AL 35055(1800 AL HWY 157 STE 204)
- CULLMAN PRIMARY CARE PC-NEUROLOGY 1800 AL HWY 157 STE 301 CULLMAN AL 35058(1800 AL HWY 157 STE 301)
- GAIGE B X HAIR STUDIO **GAIGE BROWN** 307 4TH ST SW CULLMAN AL 35055
- HEART IN HOME SENIOR CARE **MIKE AND LETA OSBORN** 1528 PEACHTREE LN NW STE 106 CULLMAN AL 35058
- KEY KING MOBILE LOCKSMITH **RICKY LEE CROWE II** 2317 MERDIAN ST N PMB 3401 HUNTSVILLE AL 35811
- LET'S PLAY PLAYGROUND **JACOB PEREZ GONZALEZ** 506 CLEVELAND AVE NW CULLMAN AL 35055
- MARCELA'S SALON **MARCELA THOMAS** 108 B COMMERCIAL ST HANCEVILLE AL 35077
- PC QUALITY TEAM-CULLMAN PRIMARY CARE PC 503 CLARK ST NE CULLMAN AL 35055(1803 PARK VIEW DR)
- REDLINE LEATHER WORKZ 222 **BENJAMIN R WILSON** ARKADELPHIA RD HANCEVILLE AL 35077
- STAR2STAR COMMUNICATIONS LLC C/O CROWE LLP P O BOX 7 SOUTH BEND IN 46624
- THOMPSON ACCOUNTANTS CPA PC **BARRY THOMPSON** 220 COUNTY RD 1185 LOT 31 CULLMAN AL 35057
- TIMELESS FORMALS **AMANDA HALL** 22941 COUNTY RD 41 ADDISON AL 35540

PO Box 2220 Cullman, AL 35056-2220
cullmanrevenuecommissioner.com

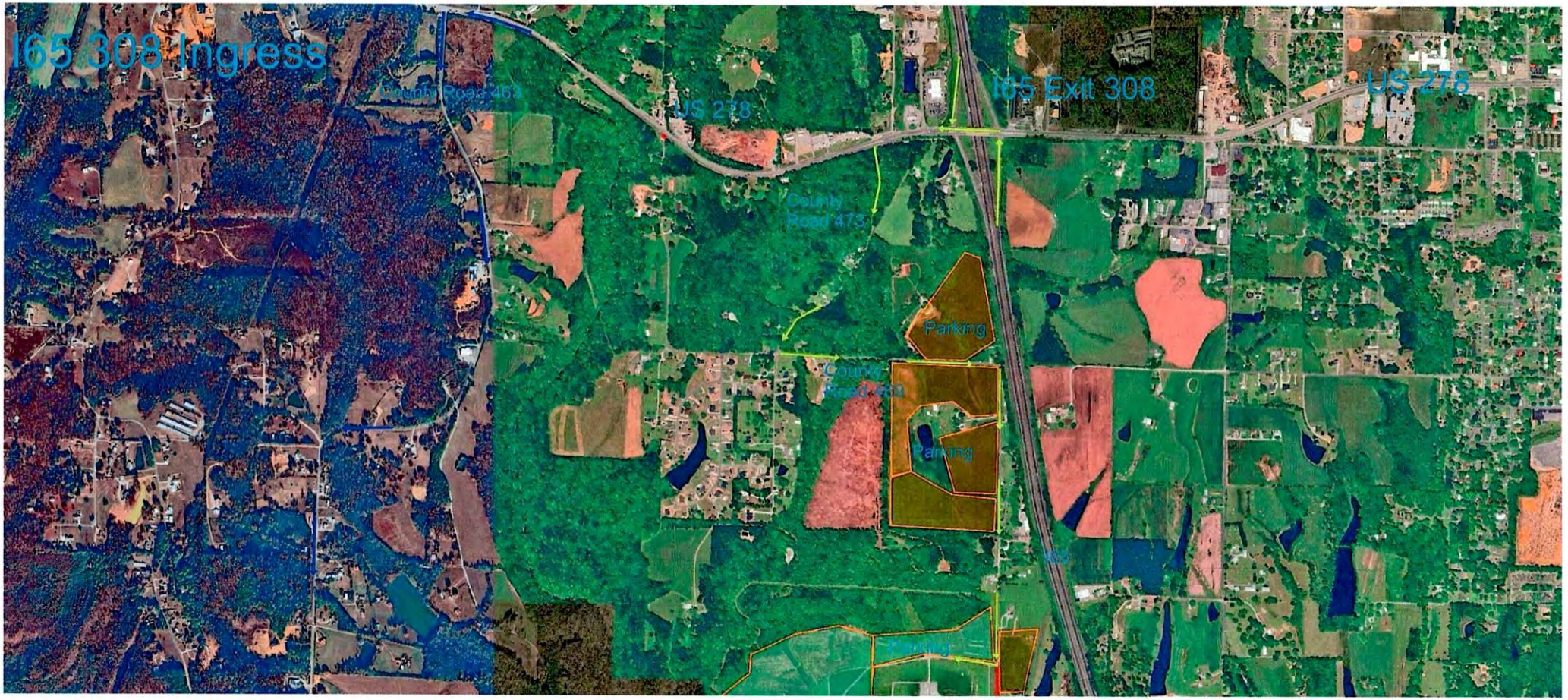
Phone (256) 775-4776 Fax (256) 775-4863
e-mail: bwillingham@co.cullman.al.us

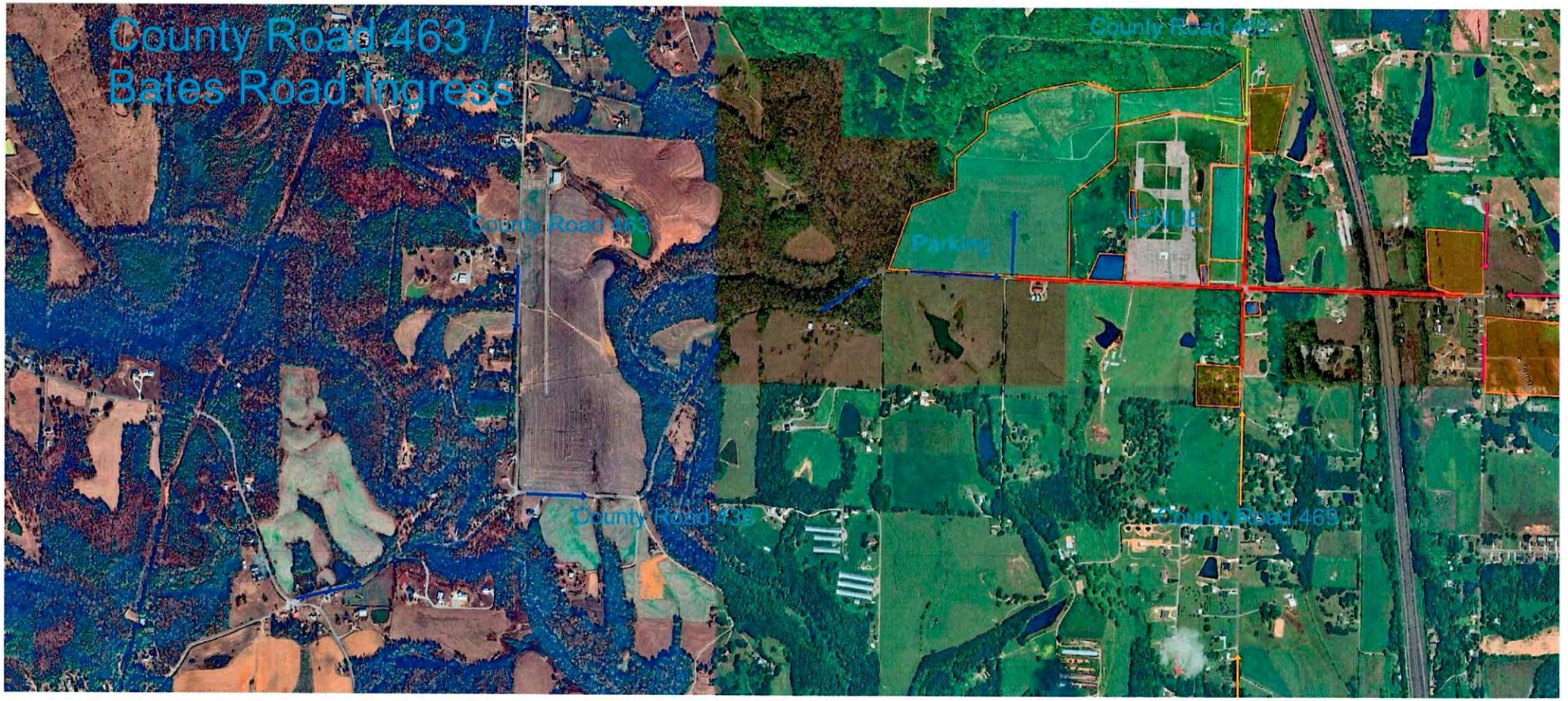
Rock The South
Ingress Overview



I65 Exit 305 Ingress
County Road 463
I65 Exit 305
County Road 222

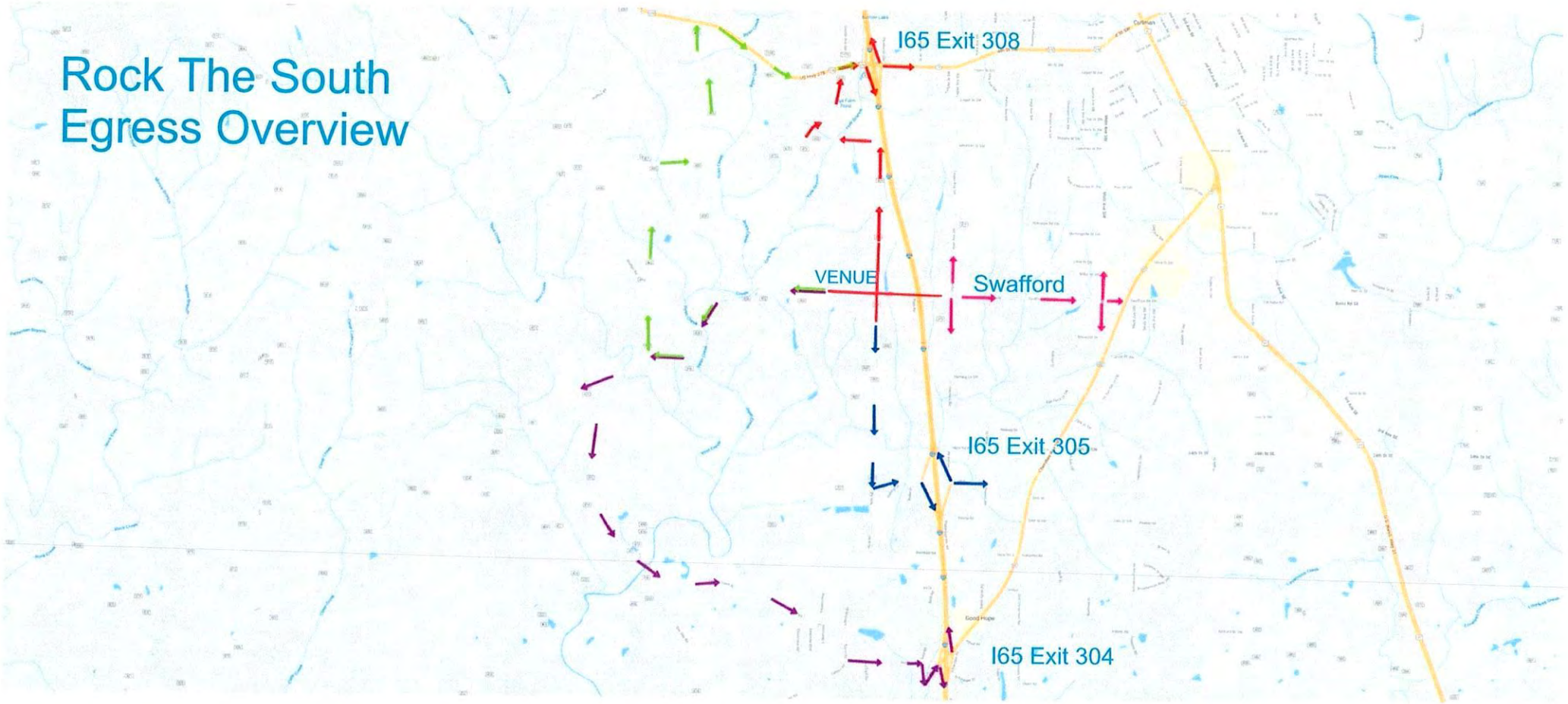
County Road 469
Parking
County Road 469
Logan Ave
Parking
VENUE
Stratford Rd SW
County Road 436
Leonard Road
County Road 469

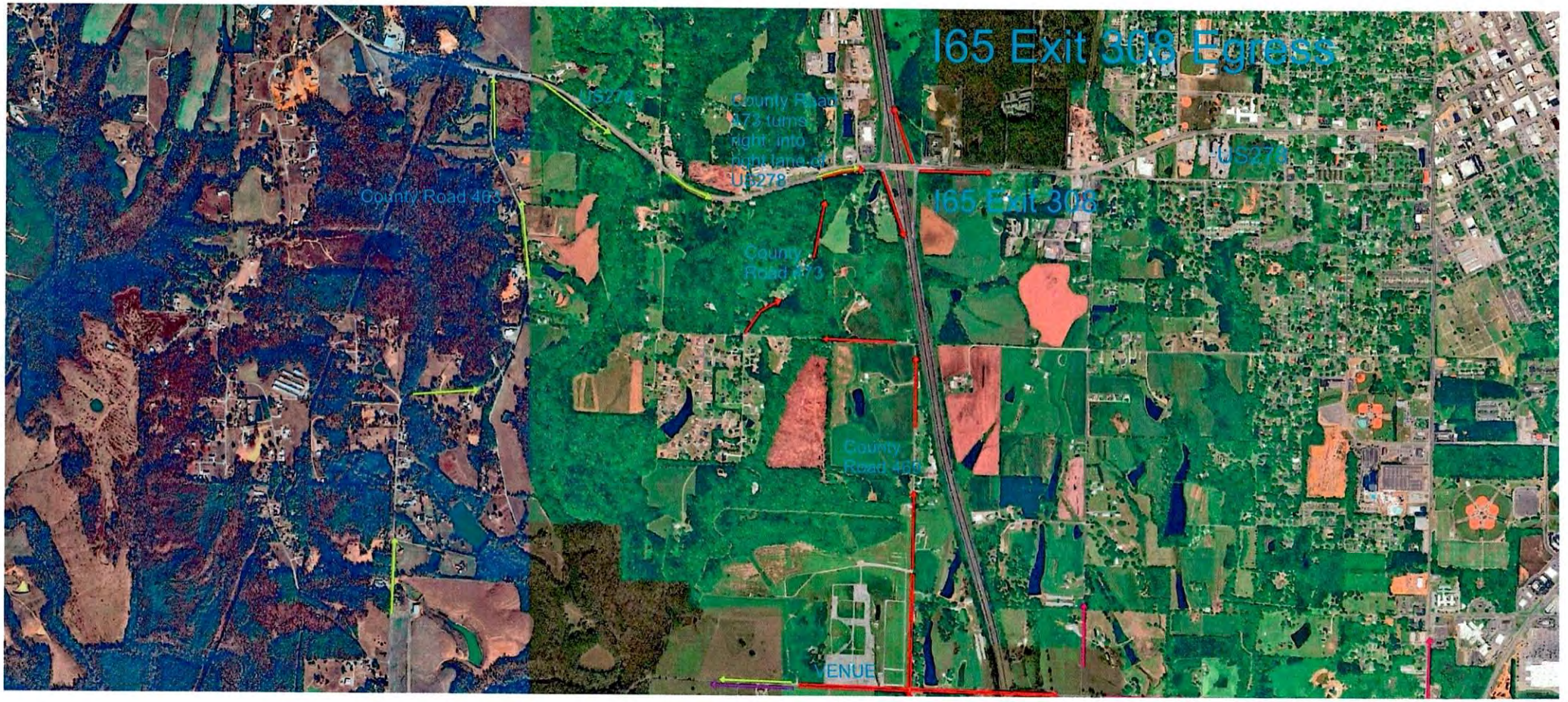

I65 308 Ingress
County Road 463
US 278
I65 Exit 308
US 278
County Road 473
Parking
County Road 463
Parking
I65
Parking


County Road 463 /
Bates Road Ingress
County Road 463
County Road 436
County Road 469
Parking
VENUE
County Road 469

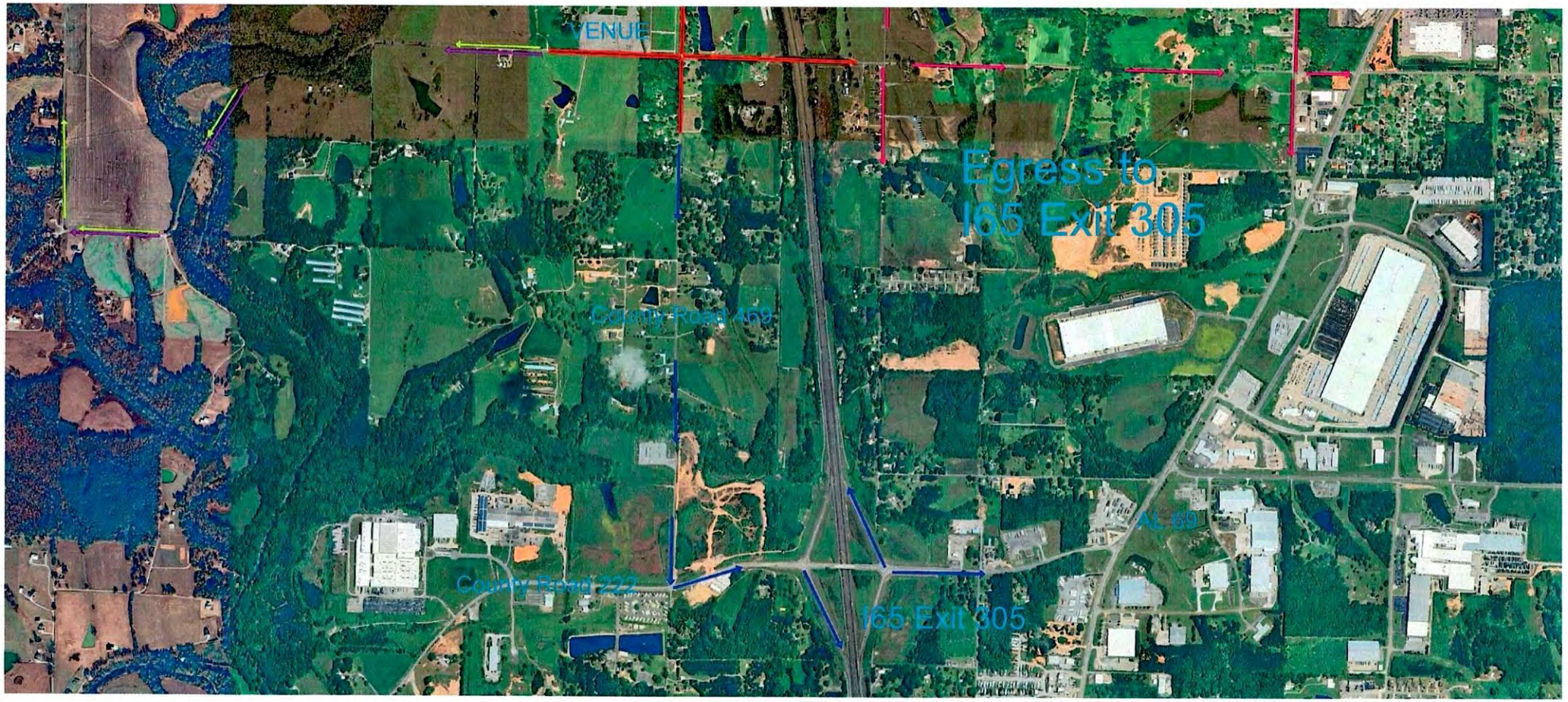
Swafford Road
Ingress
Logan Ave SW
VENUE
Parking
Parking
Swafford Road SW
Leonard Road

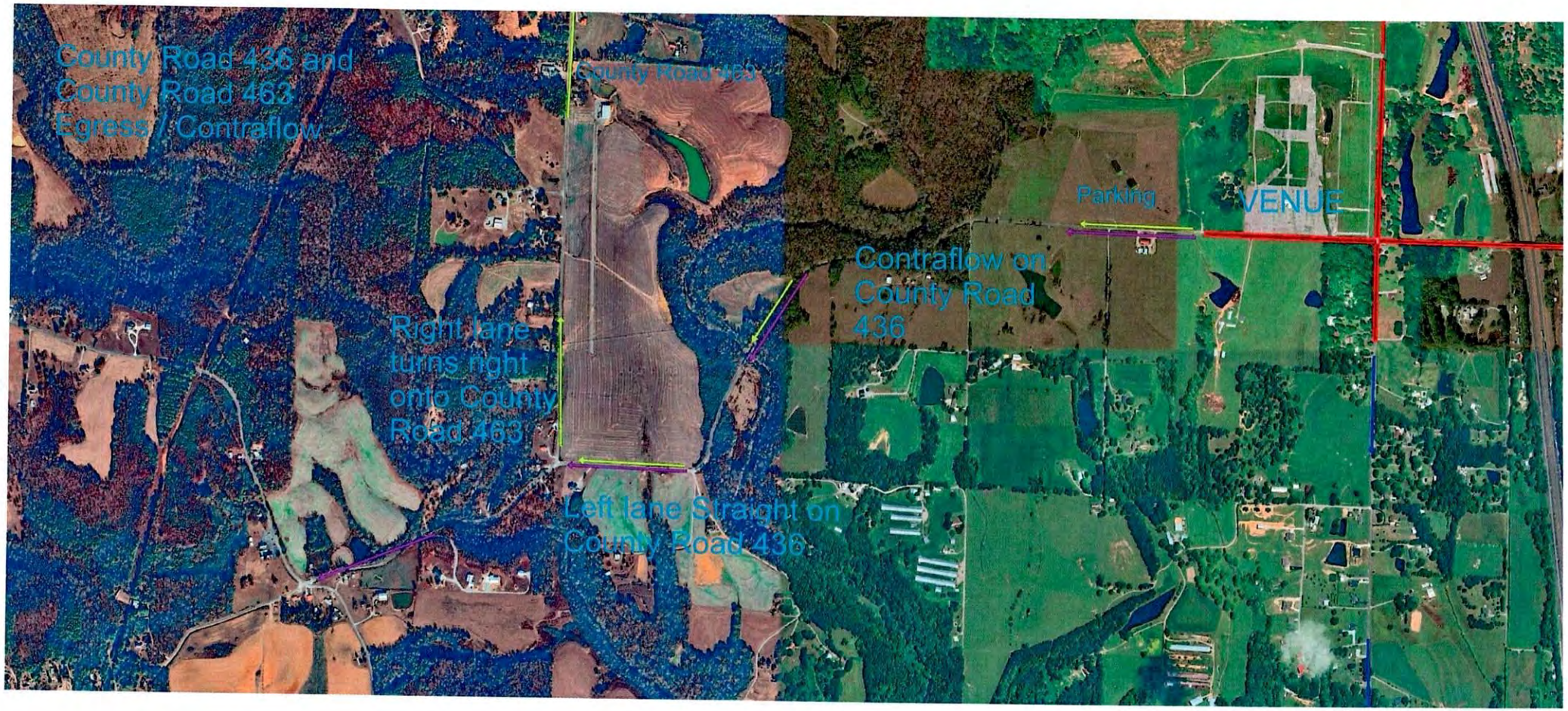
Rock The South
Egress Overview




I65 Exit 308 Egress
US278
County Road 473 turns right into right lane of US278
US278
County Road 463
I65 Exit 308
County Road 473
County Road 463
VENUE

Swafford
Road
Egress
VENUE
Road Closures
Swafford Road
Main Avenue
Leonard Road

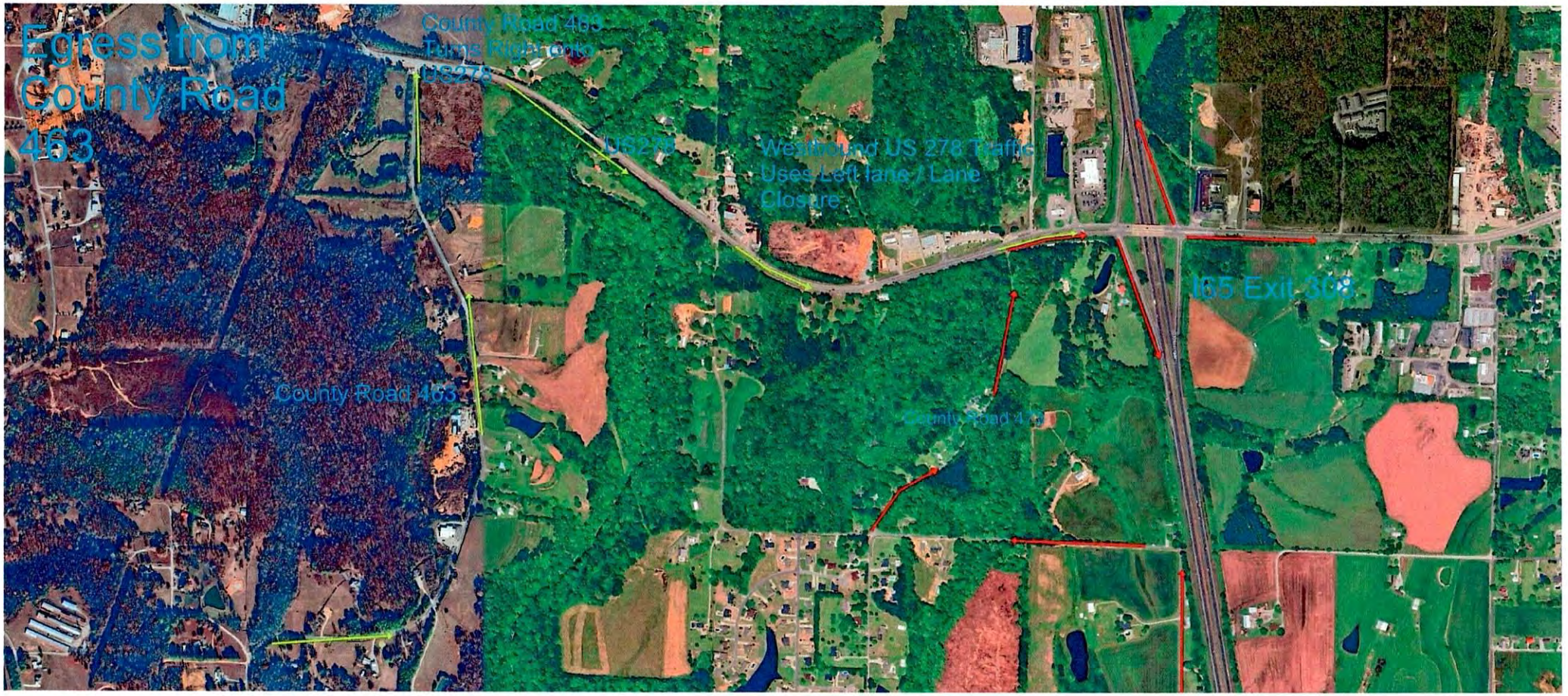

VENUE
Egress to
I65 Exit 305
County Road 469
County Road 222
I65 Exit 305
AL 69


County Road 436 and
County Road 463
Egress / Contraflow
County Road 463
Parking
VENUE
Contraflow on
County Road
436
Right lane
turns right
onto County
Road 463
Left lane Straight on
County Road 436

Egress to County Road 222
County Road 436
Traffic turns left onto County Road 421
County Road 421
I-95 Exit 305
County Road 222

County Road 421
I65 Exit 305
County Road 222
Traffic Turns Left onto County Road 222
Traffic Turns Right onto Teem Road
Teem Road
County Road 222
Hathcock Road
I65 Exit 304

Egress from
County Road
436 to US278
County Road 463
to US 278
Right Lane Turns
Right onto County
Road 463
VENUE
Parking
Contraflow County
Road 436


Egress from County Road 463
County Road 463 Turns Right onto US278
US278
Westbound US 278 Traffic Uses Left lane / Lane Closure
I65 Exit 308
County Road 463
County Road 47

Physical Address:
201 Summit Parkway
Homewood, AL 35209
Phone: 205.314.6600
Fax: 205.940.9067

QUOTATION

www.cspire.com/business

Remittance Address:
C Spire Business
PO Box 748168
Atlanta GA 30374-8168

Date: 05/12/25 Quote #: AAAQ153942 Sales Rep: eholley

Quote To:

Cullman County Commission
Ken Walling
500 2nd Avenue Southwest

Cullman AL 35055
Phone: (256) 507-2479

Here is the quote you requested.

Ship To:

Cullman County Commission
Ken Walling
500 2nd Avenue Southwest

Cullman AL 35055

Qty	Part #	Description	Unit Price	Ext. Price
1	C9300-24UX-A	Catalyst 9300 24-port mGig and UPOE, Network Advantage	$9,917.75	$9,917.75
1	CON-SNT-C93024XU	SNTC-8X5XNBD Catalyst 9300 24-port mGig and UPOE, Net	$1,011.94	$1,011.94
1	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	$0.00	$0.00
1	C9300-DNA-A-24-3Y	C9300 DNA Advantage, 24-Port, 3 Year Term License	$1,398.59	$1,398.59
	Shipping charges could apply			

Total $12,328.28

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC"), and the purchase Terms and Conditions ("PTC") located at http://www.cspire.com/business, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, PTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

This Quote is valid for no more than sixty (60) days from the date the Quote was issued. CSB reserves the right to cancel orders arising from pricing or other errors. Taxes, shipping, handling and other fees may apply.
By signing below you acknowledge that you have read, accepted, and agree to be bound by this Agreement.

Customer Signature _____ Date _____

Tiffany Merriman

From: Shane Bailey
Sent: Friday, May 2, 2025 8:47 AM
To: John Bullard; Tiffany Merriman
Subject: Fw: Cleaning Quote

Please see below and add to the next agenda.

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

From: Cathie Hodges <cathie.hodges@cleaningandmorecullman.com>
Sent: Wednesday, April 30, 2025 4:05 PM
To: Shane Bailey <sbailey@co.cullman.al.us>
Cc: Cathie Hodges <info@cleaningandmorecullman.com>; Cathie Hodges <cathie.hodges@cleaningandmorecullman.com>
Subject: Cleaning Quote

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Shane,

Thank you for showing Stephanie and I around the courthouse. We appreciate the opportunity to provide a quote for deep cleaning the building.

After thoughtful consideration, I feel that it will take approximately 480 man-hours to deep clean the building. The total cost would be $24,000.

We would bill by the hour, so if it does not take this many hours, you would not be charged the full amount. We can have a dedicated person there each day, M-F to work from 8am to 5pm and possibly a 2nd shift person there for a few hours each night. There will be days that we can send extra people to help with the progress and it is my hope

to have the work completed in 5 weeks or less. We would also be able to get started on Monday should we be given the "green light".

We would greatly appreciate the opportunity to bring renewed life into the heart of our county and look forward to talking with you soon!

I would also like to add that I noticed you use the same supplies that we sell. I am not sure who you currently order your supplies from, but here are some prices for items that we have in stock. We also offer free delivery.

NABC 1 gallon, 4 gallons per case - $60 or 1 gallon for 16
Jumbo toilet tissue, 9" rolls, 12 per case - $35
Residential rolls, toilet tissue, 96 per case - $37
8 oz coffee cups, 1000 per case - $35

Thank you,

Cathie L. Hodges
General Manager

Cleaning and More Cullman, LLC
Cleaning and More Climate Control Storage
760 County Road 437
Cullman, AL 35055
O: 256-736-9944
C: 205-709-7929
www.cleaningandmorecullman.com

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County **Date 02/18/2025**

Subdivision Name BALES COVE

Location SW1/4 NW1/4 of Sec 7 T11S R02W Cullman Co

No. Proposed Lots 17 **Type: X Major Minor**

Total Length Proposed Road(s) 964FT

Total acres 8.38 Ac

Owner(s)/Developer(s) Bales Property Managment llc

Mailing Address 100 Progress Way NE

Hanceville AL 35077

Phone # 256 347 0355

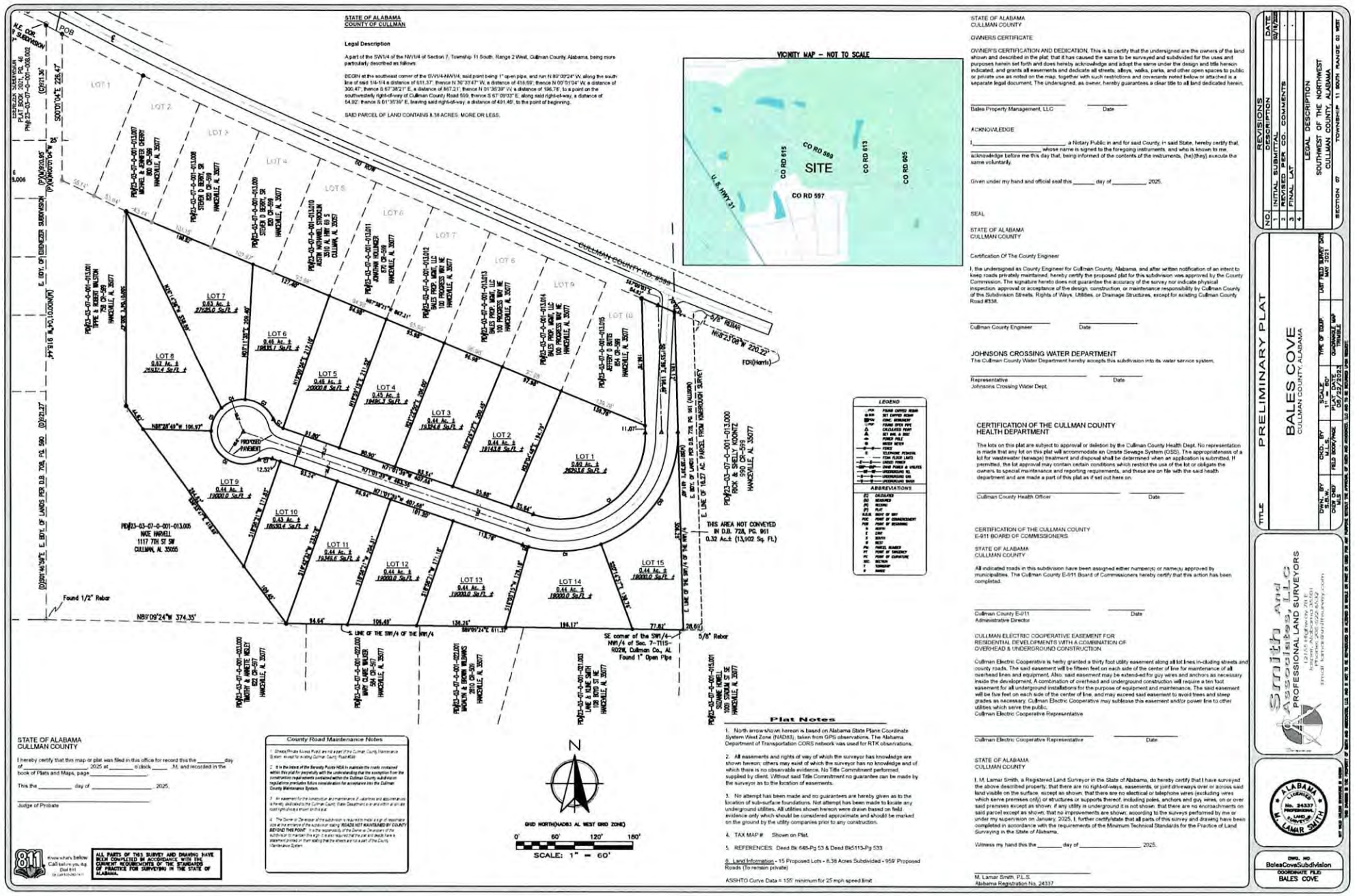
Fax #

Email db.balesco@gmail.com

****

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**


STATE OF ALABAMA
COUNTY OF CULLMAN
Legal Description
A part of the SW1/4 of the NW1/4 of Section 7, Township 11 South, Range 2 West, Cullman County, Alabama, being more particularly described as follows:
BEGIN at the southeast corner of the SW1/4-NW1/4, said point being 1" open pipe, and run N 89°09'24" W, along the south line of said 1/4-1/4 a distance of 611.37', thence N 36°33'47" W, a distance of 418.69', thence N 00°51'04" W, a distance of 300.47', thence S 67°38'21" E, a distance of 867.21', thence N 01°35'39" W, a distance of 196.78', to a point on the southwesterly right-of-way of Cullman County Road 599, thence S 67°09'07" E, along said right-of-way, a distance of 54.92', thence S 61°35'39" E, leaving said right-of-way, a distance of 491.45', to the point of beginning.
SAID PARCEL OF LAND CONTAINS 8.38 ACRES, MORE OR LESS.
VICINITY MAP – NOT TO SCALE
SITE
CO RD 615
CO RD 599
CO RD 613
CO RD 605
CO RD 597
U.S. HWY 31
POB
NE COR. T 11S R2W SECTION 7
SE COR. T 11S R2W SECTION 7
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
CULLMAN COUNTY RD #599
5/8" REBAR
FD(Harris)
PROPOSED PAVEMENT
THIS AREA NOT CONVEYED IN D.B. 728, PG. 961 0.32 Ac.± (13,902 Sq. FT.)
Found 1/2" Rebar
N89°09'24"W 374.35'
S. LINE OF THE SW1/4 OF THE NW1/4
SE corner of the SW1/4-NW1/4 of Sec. 7-T11S-R02W, Cullman Co., AL Found 1" Open Pipe
5/8" Rebar
LEGEND
ABBREVIATIONS
GRID NORTH(NAD83 AL WEST ZONE)
SCALE: 1" = 60'
STATE OF ALABAMA
CULLMAN COUNTY
I hereby certify that this map or plat was filed in this office for record this the _____ day of _____, 2025 at _____ o'clock _____ .M. and recorded in the book of Plats and Maps, page _____.
This the _____ day of _____, 2025.
Judge of Probate
ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.
County Road Maintenance Notes
Plat Notes
1. North arrow shown hereon is based on Alabama State Plane Coordinate System West Zone (NAD83), taken from GPS observations. The Alabama Department of Transportation CORS network was used for RTK observations.
2. All easements and rights of way of which the surveyor has knowledge are shown hereon; others may exist of which the surveyor has no knowledge and of which there is no observable evidence. No Title Commitment performed, supplied by client. Without said Title Commitment no guarantee can be made by the surveyor as to the location of easements.
3. No attempt has been made and no guarantees are hereby given as to the location of sub-surface foundations. Not attempt has been made to locate any underground utilities. All utilities shown hereon were drawn based on field evidence only which should be considered approximate and should be marked on the ground by the utility companies prior to any construction.
4. TAX MAP # Shown on Plat.
5. REFERENCES: Deed Bk 648-Pg 53 & Deed Bk5113-Pg 533
6. Land Information - 15 Proposed Lots - 8.38 Acres Subdivided - 959' Proposed Roads (To remain private)
ASSHTO Curve Data = 155' minimum for 25 mph speed limit
STATE OF ALABAMA
CULLMAN COUNTY
OWNERS CERTIFICATE
OWNER'S CERTIFICATION AND DEDICATION. This is to certify that the undersigned are the owners of the land shown and described in the plat; that it has caused the same to be surveyed and subdivided for the uses and purposes herein set forth and does hereby acknowledge and adopt the same under the design and title hereon indicated, and grants all easements and dedicate all streets, alleys, walks, parks, and other open spaces to public or private use as noted on the map, together with such restrictions and covenants noted below or attached is a separate legal document. The undersigned, as owner, hereby guarantees a clear title to all land dedicated herein.
Bales Property Management, LLC Date
ACKNOWLEDGE
I _____, a Notary Public in and for said County, in said State, hereby certify that, _____ whose name is signed to the foregoing instruments, and who is known to me, acknowledge before me this day that, being informed of the contents of the instruments, (he)(they) executes the same voluntarily.
Given under my hand and official seal this _____ day of _____ 2025.
SEAL
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 certify the proposed plat for this subdivision was approved by the County Commission. 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, Rights of Ways, Utilities, or Drainage Structures, except for existing Cullman County Road #338.
Cullman County Engineer Date
JOHNSONS CROSSING WATER DEPARTMENT
The Cullman County Water Department hereby accepts this subdivision into its water service system.
Representative Date
Johnsons Crossing Water Dept.
CERTIFICATION OF THE CULLMAN COUNTY HEALTH DEPARTMENT
The lots on this plat are subject to approval or deletion by the Cullman County Health Dept. No representation is made that any lot on this plat will accommodate an Onsite Sewage System (OSS). The appropriateness of a lot for wastewater (sewage) treatment and disposal shall be determined when an application is submitted. If permitted, the lot approval may contain certain conditions which restrict the use of the lot or obligate the owners to special maintenance and reporting requirements, and these are on file with the said health department and are made a part of this plat as if set out here on.
Cullman County Health Officer Date
CERTIFICATION OF THE CULLMAN COUNTY E-911 BOARD OF COMMISSIONERS
STATE OF ALABAMA
CULLMAN COUNTY
All indicated roads in this subdivision have been assigned either number(s) or name(s) approved by municipalities. The Cullman County E-911 Board of Commissioners hereby certify that this action has been completed.
Cullman County E-911 Administrative Director Date
CULLMAN ELECTRIC COOPERATIVE EASEMENT FOR RESIDENTIAL DEVELOPMENTS WITH A COMBINATION OF OVERHEAD & UNDERGROUND CONSTRUCTION
Cullman Electric Cooperative is herby granted a thirty foot utility easement along all lot lines in-cluding streets and county roads. The said easement will be fifteen feet on each side of the center of line for maintenance of all overhead lines and equipment. Also, said easement may be extend-ed for guy wires and anchors as necessary inside the development. A combination of overhead and underground construction will require a ten foot easement for all underground installations for the purpose of equipment and maintenance. The said easement will be five feet on each side of the center of line, and may exceed said easement to avoid trees and steep grades as necessary. Cullman Electric Cooperative may sublease this easement and/or power line to other utilities which serve the public.
Cullman Electric Cooperative Representative
Cullman Electric Cooperative Representative Date
STATE OF ALABAMA
CULLMAN COUNTY
I, M. Lamar Smith, a Registered Land Surveyor in the State of Alabama, do hereby certify that I have surveyed the above described property; that there are no right-of-ways, easements, or joint driveways over or across said land visible on the surface, except as shown; that there are no electrical or telephone wires (excluding wires which serve premises only) or structures or supports thereof, including poles, anchors and guy wires, on or over said premises except as shown; if any utility is underground it is not shown; that there are no encroachments on said parcel except as shown; that no improvements are shown; according to the surveys performed by me or under my supervision on January, 2025; I further certify/state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.
Witness my hand this the _____ day of _____ 2025.
M. Lamar Smith, P.L.S.
Alabama Registration No. 24337
REVISIONS
NO. DESCRIPTION DATE
1 INITIAL SUBMITTAL 02/18/25
2 REVISED PER CO. COMMENTS
3 FINAL LAT
4
LEGAL DESCRIPTION
SOUTHWEST OF THE NORTHWEST
CULLMAN COUNTY, ALABAMA
SECTION 07 TOWNSHIP 11 SOUTH RANGE 03 WEST
TITLE PRELIMINARY PLAT
BALES COVE
CULLMAN COUNTY, ALABAMA
DRWN. BY: S.R.W.
CHKD. BY: M.L.S.
SCALE: 1" = 60'
FIELD BOOK/PAGE
TYPE OF SURV: SUB
CADASTRAL MAP TWNSHLD
LAST FIELD SURVEY DATE: MAY, 2021
OR 20250252
Smith and Associates, LLC
PROFESSIONAL LAND SURVEYORS
ALABAMA LICENSED No. 24337 PROFESSIONAL LAND SURVEYOR M. LAMAR SMITH
DWG. NO BalesCoveSubdivision
COORDINATE FILE: BALES COVE

SUBDIVISION RULES AND REGULATIONS
ADOPTED BY THE
CULLMAN COUNTY COMMISSION

(Revised March 19, 2024)

GENERAL PROVISIONS

SECTION III

1. GENERAL REQUIREMENTS

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

SECTION V

1. STREETS AND/OR ROADS

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

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.

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.

The Bales Company, Inc
100 Progress Way NE
Hanceville, AL 35077

May 5, 2025

To Whom It May Concern:

Re: Bales Cove Subdivision

We are writing in advance of the scheduled May meeting to ask for a variance from Cullman County's Subdivision regulation that requires a new road to be built in the center of the ROW.
For safety of traffic entering onto County Road 599, it will increase sight distance by getting the road to as close as a 90-degree angle as possible.

Please advise me in advance of the May meeting if any additional information is needed.

Thanks for you assistance in this process.

Regards,

L. Delwin Bales
db.balesco@gmail.com
O. 256-775-0404
C. 256-347-0355

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

Cullman County COMMISSION

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

Cullman County Engineering Department

2883 Highway 69 North ~ Cullman AL 350583
Phone: 256-796-1336 Fax: 256-796-7039

May 13, 2025

Proposed considerations for the upcoming Commission meeting on May 20, 2025.

- Request for a variance from Subdivision Regulations requiring all roads to be built in the center of the Right of Way. The owner of Bales Cove subdivision is requesting this to provide for a clearer sight distance and increased safety when entering onto County Road 599.

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

Cullman County COMMISSION

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

Cullman County Engineering Department

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

May 13, 2025

Proposed considerations for the upcoming Commission meeting on May 20, 2025.

- Proposed plat Bales Cove Subdivision. A major subdivision containing 17 Lots in Commission District 3. The subdivision is located one mile North of Johnsons Crossing on County Road 599 then one mile East off Hwy 31 South.

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

Cullman County COMMISSION

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

Cullman County Engineering Department

2883 Highway 69 North ~ Cullman AL 350583
Phone: 256-796-1336 Fax: 256-796-7039

May 14, 2025

Proposed considerations for the upcoming Commission meeting on May 20,2025.

- Consider extension of permit to develop for Crossroads Estates Subdivision. located 500ft West of Guthrie's Crossroads at the corner of County Road 222 and County Road 847 in Commission District 4.

APPLICATION

for

PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Cullman County

Date: 12/12/23

Subdivision Name: Crossroads Estates

Location: Intersection of County Road 222 and County Road 847,
Parcel ID# 20-01-01-0-000-023.000 (PIN 679)
SE ¼ of the NW ¼ & SW ¼ of the NE ¼ of Section 1, T11S, R5W
Latitude: 34°06'59.0610", Longitude: -87°00'49.5792"

No. Proposed Lots: 14 Type: ☐ Major ☐ ☒ MINOR

(Minor)

Total Length Proposed Road(s): NA 8.22

Owner(s)/Developer(s): Brock W. Daly

Mailing Address: 112 Winged Foot Drive Phone#
Franklin
Tennessee
37069

Fax# N/A

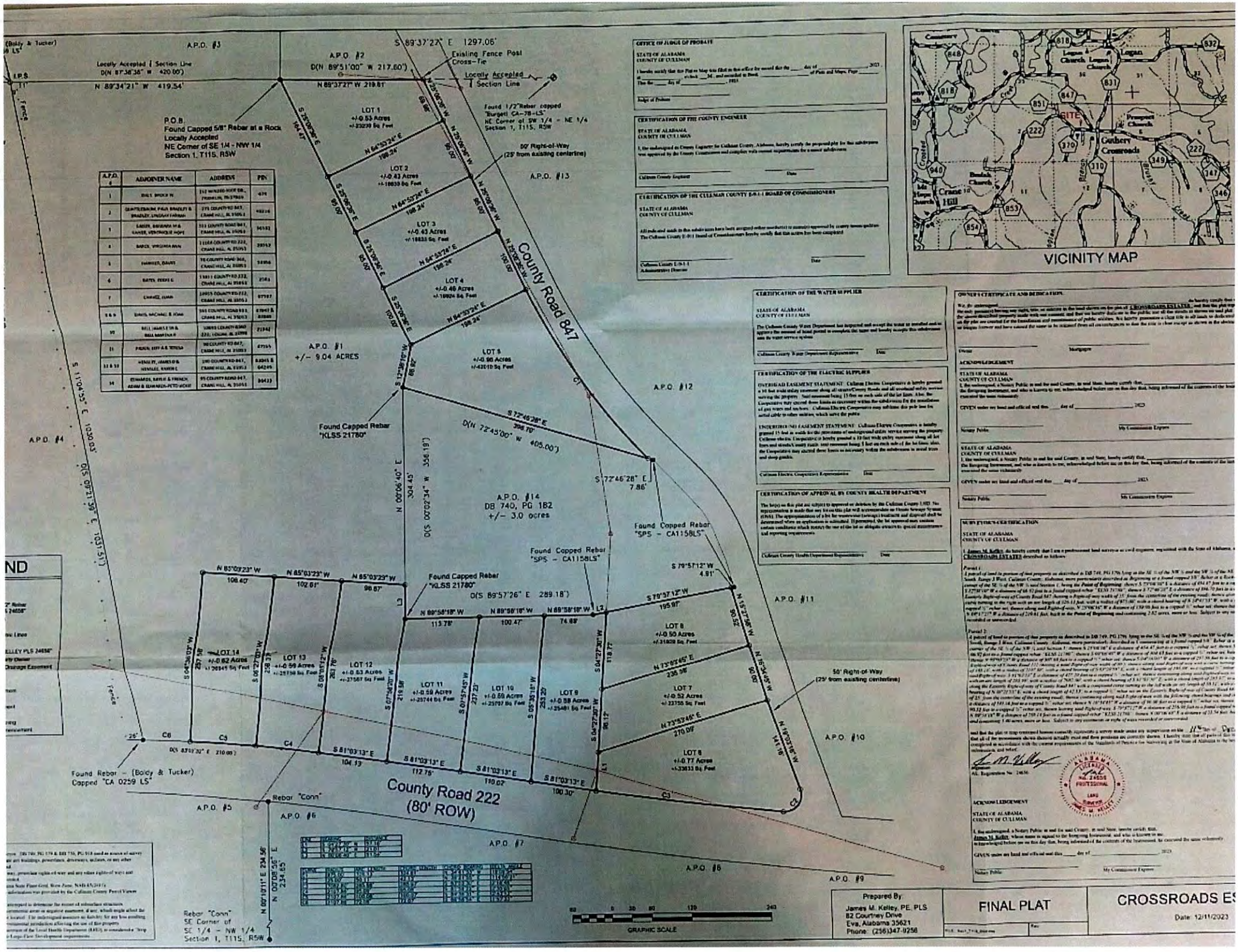
Email# brockdaly@gmail.com

Upon approval of this permit application, I (we) hereby agree to comply
and local regulations as applies to the subdividing and/or development
understand the permit will be valid for 12 months from the issuance date
revoked for non-compliance at any time by the County Engineer or his/h

Mike Kelly
surveyor
256.347.9250

Brock W. Daly

Owner/Developer(s) Signature



A.P.O. #	ADJOINER NAME	ADDRESS	PIN
1			
2			
3			
4			
5			
6			
7			
8 & 9			
10			
11			
12 & 13			
14			

Bid No. 1485

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday May 13, 2025, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) used track crawler excavator for the Cullman County Road Department. 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.

Any questions regarding this bid should be directed to Shane Bailey, Cullman County Facilities & Equipment Manager: (256) 775-1942.

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: $ 117,000.00

Cowin Equipment Company, Inc.
Company

2238 Pinson Valley Parkway
Mailing Address

Birmingham, AL 35217

(205) 895-9017
Phone/Fax

Ross Norton
Representative

BID SPECIFICATIONS

General:
Condition - Used - meets 2022 Volvo EC200 EL

Attachments:
Bucket – 1 - 48in - meets

Category Specific:
Operating weight – 49,000lbs or equivalent - meets
Auxiliary Hydraulics – Yes - meets
Thumb – Yes - meets
Thumb Type – ~~Mechanical~~ Hydraulic thumb
Reach Type – Standard - meets
Boom Type – 1-piece - meets
Tail Swing Radius – ~~9ft~~ or equivalent 9'.4" feet
Max Reach – 360in or equivalent - meets
Max Cutting Height – ~~384in~~ or equivalent 374.4" in.
Dig Depth – 20ft ~~or~~ equivalent 22'3" feet

Chassis:
Undercarriage Type – Fixed - meets
Track Type – Steel - meets
Bolt-On Pads – Steel - meets
Counterweight – Yes - meets

Exterior:
ROPS – Enclosed - meets
Exterior Lighting – LED - meets

Interior:
A/C – Yes - meets
A/C Condition - Excellent - meets
Heater – Yes - meets
Seat Material – Cloth - meets

Powertrain:
Number of Speeds – 2 - meets

Engine:
Horsepower – 1~~59HP~~ or equivalent 154 HP
Battery Type – Heavy Duty - meets

Bid No. 1485

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday May 6 or 12???, 2025, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) used track crawler excavator for the Cullman County Road Department. 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.

Any questions regarding this bid should be directed to Shane Bailey, Cullman County Facilities & Equipment Manager: (256) 775-1942.

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: $129,900.00

Sibley Equipment Company Inc.
Company

28715 Highway 5
Mailing Address

Woodstock, AL 35188

205-938-2138
Phone/Fax

Danny Sibley
Representative

BID SPECIFICATIONS

General:
Condition - Used

Attachments:
Bucket – 1 - 48in

Category Specific:
Operating weight – 49,000lbs or equivalent
Auxiliary Hydraulics – Yes
Thumb – Yes
Thumb Type – Mechanical
Reach Type – Standard
Boom Type – 1-piece
Tail Swing Radius – 9ft or equivalent
Max Reach – 360in or equivalent
Max Cutting Height – 384in or equivalent
Dig Depth – 20ft or equivalent

Chassis:
Undercarriage Type – Fixed
Track Type – Steel
Bolt-On Pads – Steel
Counterweight – Yes

Exterior:
ROPS – Enclosed
Exterior Lighting – LED

Interior:
A/C – Yes
A/C Condition - Excellent
Heater – Yes
Seat Material – Cloth

Powertrain:
Number of Speeds – 2

Engine:
Horsepower – 159HP or equivalent
Battery Type – Heavy Duty

Bid No. 1485

INVITATION TO BIDDERS

The Cullman County Commission will be receiving bids until 2:00 p.m., Tuesday May 13, 2025, in Room 105 of the Cullman County Courthouse, Cullman, Alabama, for one (1) used track crawler excavator for the Cullman County Road Department. 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.

Any questions regarding this bid should be directed to Shane Bailey, Cullman County Facilities & Equipment Manager: (256) 775-1942.

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: $ $140,000. (Price includes Delivery to Cullman County Shop)

Tractor & Equipment Company
Company

Corp Office - 5336 Airport Hwy B-Ham AL 35202
Mailing Address

Decatur office: 800 Church St NE Decatur AL 35601

256-555-5835
Phone/Fax

Zach Thomas (TEC Decatur Branch Manager)
Representative

Tractor & Equipment Company

Serving the Southeast Since 1943.

CULLMAN COUNTY COMMISSION Bid # 1485 **5/13/2025**

We Thank you for your interest in Komatsu Excavators and are pleased to quote you the following:

2020 USED PC210LC-11 SN:81098 HOURS:3864 **$ 140,000.00**

18'-8" BOOM 9'-7" ARM
4.37 TON STANDARD CWT
31.5" TRIPLE GROUSER SHOE
TRACK ROLLER GUARDS
48 IN BUCKET
MANUAL THUMB

REQUIRED SPECS:	**PC210LC-11 SPECS**
Condition – Used	YES
Attachments:	
Bucket - 1 - 48in	YES
Category Specific:	
Operating weight - 49,000lbs or equivalent	PC210LC-11 WEIGHT IS 53,882 LBS
Auxiliary Hydraulics -	NO
Thumb -	YES
Thumb Type -	MANUAL
Reach Type -	STANDARD
Boom Type -	1-PIECE
Tail Swing Radius - 9ft or equivalent	9'11"
Max Reach - 360in or equivalent	389 IN
Max Cutting Height - 384in or equivalent	393 IN
Dig Depth - 20ft or equivalent	21'9"
Chassis:	
Undercarriage Type – Fixed	FIXED
Track Type – Steel	STEEL
Bolt-On Pads – Steel	STEEL 31.5 IN WIDE
Counterweight – Yes	YES
Exterior:	
ROPS – Enclosed	ENCLOSED
Exterior Lighting – LED	LED
Interior:	
A/C – Yes	YES
A/C Condition – Excellent	YES
Heater – Yes	YES
Seat Material – Cloth	YES
Powertrain:	
Number of Speeds – 2	2
Engine:	
Horsepower - 159HP or equivalent	165HP
Battery Type - Heavy Duty	YES

Zach Thomas
Tractor and Equipment
Decatur Branch Manager
256-585-5835

Zach Thomas

Quotations subject to change without notice. All agreements contingent upon strikes, accidents and other Conditions beyond our control. All contracts are subject to approval by an officer of the company

Tractor & Equipment Company

Serving the Southeast Since 1943.

Quotations subject to change without notice. All agreements contingent upon strikes, accidents and other Conditions beyond our control. All contracts are subject to approval by an officer of the company