

**RESOLUTION NO. 2026-106**

**TO ENTER INTO CONTRACT WITH GOODWYN, MILLS & CAWOOD**

WHEREAS, the Cullman City Council has determined that it would serve a public purpose to enter into contract with Goodwyn, Mills & Cawood for professional engineering services related to the Taxiway Rehabilitation Project at the Cullman Regional Airport in the amount not to exceed \$58,381;

NOW THEREFORE BE IT RESOLVED by the Cullman City Council in the State of Alabama that the Mayor and/or Council President is hereby authorized to enter a contract with Goodwyn, Mills & Cawood for professional engineering services related to the Taxiway Rehabilitation Project at the Cullman Regional Airport in the amount not to exceed \$58,381.

ADOPTED BY THE CITY COUNCIL this the 26<sup>th</sup> day of May, 2026.

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President of the City Council

ATTEST:

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City Clerk

APPROVED BY THE MAYOR this the 26<sup>th</sup> day of May, 2026.

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Mayor

### COUNCIL AGENDA REQUEST

Date: 05/13/2026

Department: Airport Name: Ben Harrison

Phone: 256-531-6666 Email: bharrison@cullmanal.gov

Type of request (select all that apply):

- Alcohol License
- Budget Amendment
- Contract Approval
- Public Comment
- Special Event
- Other
- Annexation
- Change Order
- Petition
- Resolution
- Tax Abatement
- Bid Award
- Codification Change
- Proclamations
- Rezoning
- Variance

Reason for Request:

This is for the taxiway rehabilitation projects starting later this summer/early fall, FY2026. This is the next AIP (Airport Improvement Program) project on our CIP (Capital Improvement Plan). This project will sealcoat and crackseal the taxiways, extending the life of the pavement.

Supporting Documentation:

Attach supporting documentation.

Signed by:  
Signature: Ben Harrison  
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Approval Sequence:

1. Administration – City Clerk’s Office

Verifies form is completed and proper documentation is attached.

Approved to Move Forward     Rejected     Return to Requestor

Comments:

Signed by:  
Signature: Pam Leslie    Date: May 14, 2026 | 3:52 PM CDT  
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2. Council Committee Chairperson - David Moss

Ensures necessity of the request.

Approved to Move Forward     Rejected     Return to Admin

Comments:

Signed by:  
Signature: David Moss    Date: May 15, 2026 | 8:55 AM CDT  
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3. Council President

Approved for Council Agenda     Rejected     Return to Committee

Comments:

Signed by:  
Signature: Kim Hall    Date: May 26, 2026 | 4:41 PM CDT  
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4. Administration – City Clerk’s Office

Added to Council Agenda    Date of Meeting: 05/26/2026

Comments:

Signed by:  
Signature: Wes Moore    Date: 05/26/2026  
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U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



OMB CONTROL NUMBER: 2120-0569  
 EXPIRATION DATE: 12/31/2026

## Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Cullman/Cullman County Commission

Airport: Cullman Regional Airport

Project Number: 3-01-0022-040-2026

Description of Work: Design and construction of Taxiway Rehabilitation project. The project will involve crack seal and sealcoat of the existing asphalt pavement.

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Cullman Regional Airport  
Address: 231 County Road 1360 Vinemont , AL 35179

**Location 2 (if applicable)**

Name of Location: City of Cullman  
Address: 204 2nd Avenue NE Cullman, AL 35055

**Location 3 (if applicable)**

Name of Location: Cullman County  
Address: 500 Second Avenue SW Cullman, AL 35055

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            April            , 2026            .

Name of Sponsor: City of Cullman/Cullman County

Name of Sponsor's Authorized Official: Woody Jacobs

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.




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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Cullman/Cullman County Commission

Airport: Cullman Regional Airport

Project Number: 3-01-0022-040-2026

Description of Work: Design and construction of Taxiway Rehabilitation project. The project will involve crack seal and sealcoat of the existing asphalt pavement.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
  - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            April            ,            2026            .

Name of Sponsor: City of Cullman/Cullman County

Name of Sponsor's Authorized Official: Woody Jacobs

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Cullman/Cullman County Commission

Airport: Cullman Regional Airport

Project Number: 3-01-0022-040-2026

Description of Work: Design and construction of Taxiway Rehabilitation project. The project will involve crack seal and sealcoat of the existing asphalt pavement.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes    No    N/A
  
5. Sponsor has publicized or will publicize a RFQ that:
  - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)). Yes    No    N/A
  
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes    No    N/A
  
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes    No    N/A
  
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
  - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14). Yes    No    N/A
  
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes    No    N/A
  
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes    No    N/A
  
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes    No    N/A
  
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes    No    N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with “no” response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this            day of            April            , 2026            .

Name of Sponsor: City of Cullman/Cullman County

Name of Sponsor’s Authorized Official: Woody Jacobs

Title of Sponsor’s Authorized Official: Mayor

**Signature** of Sponsor’s Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.




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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Cullman/Cullman County Commission

Airport: Cullman Regional Airport

Project Number: 3-01-0022-040-2026

Description of Work: Design and construction of Taxiway Rehabilitation project. The project will involve crack seal and sealcoat of the existing asphalt pavement.

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes  No  N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes  No  N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes  No  N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes  No  N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes  No  N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            April            , 2026            .

Name of Sponsor: City of Cullman/Cullman County

Name of Sponsor's Authorized Official: Woody Jacobs

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Task Order No. 7  
SCOPE OF PROFESSIONAL SERVICES  
At the  
CULLMAN REGIONAL AIRPORT  
for the  
TAXIWAY REHABILITATION PROJECT

AIP Project No.  
3-01-0022-041-2026

Goodwyn Mills Cawood, LLC (ENGINEER) will provide professional services for the following PROJECT at the Cullman Regional Airport under the Master Agreement between the City of Cullman, AL and County of Cullman, AL (OWNER) and the ENGINEER dated June 6, 2022:

**TAXIWAY REHABILITATION PROJECT**

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

- Attachment A – Scope of Professional Services
- Attachment B – Fee Breakdown
- Attachment C – Owner and Engineer Responsibilities
- Attachment D – Miscellaneous and Federal Provisions

For value consideration, the receipt and sufficiency of which is hereby acknowledged, the parties therefore agree the total cost of this contract (as detailed in Attachment B) including Lump Sum and Estimated Fees is \$ 58,381.

The OWNER shall pay the ENGINEER for engineering services in accordance with the here within described Owner and Engineer Responsibilities, Scope, and the Schedule of Fees.

The OWNER shall pay the ENGINEER for engineering services in accordance with the following Scopes and the Schedule of Fees. ENGINEER shall submit statements monthly. ENGINEER shall furnish and perform the work tasks within this contract and described herein, plus other work as authorized by the OWNER. Basic Services will be on a Lump Sum Basis and will be paid under this contract at the Lump Sum cost in totality. Additional Services as described herein are estimated costs and shall be determined by applying the appropriate hourly rate to ENGINEER'S actual man-hour effort based on the individual's actual pay rate at the time the work is performed times an allowable overhead rate PLUS a 10% profit as outlined with the attached fee schedule. The ENGINEER's current approved Alabama Department of Transportation multiplier is included in the attached fee proposal and will be utilized for all additional services billed.

ENGINEER shall invoice all outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, etc., at the amount of the subcontractor's statement.

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

- a. Travel by private vehicle at 72.5 cents per mile or whatever the government rate allows.
- b. In-house printing, reproduction, photography, and computer service charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from managing office in connection with the work at allowable cost.

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

The Parties agree that in the event funds are not made available by the Federal and/or State Governments in support of this PROJECT, the OWNER will assume full responsibility for cost incurred. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. The laws of the State of Alabama govern all matters arising under this agreement.

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

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

**OWNER**

**OWNER**

**ENGINEER**

Name: City of Cullman

Name: County of Cullman

Name: Goodwyn Mills Cawood, LLC

Address: c/o Cullman Regional Airport  
231 County Road 130

Address: c/o Cullman Regional Airport  
231 County Road 130

Address: 2400 5<sup>th</sup> Avenue S, Ste 200  
Birmingham, AL 35233

By: \_\_\_\_\_  
*Signature*  
 Honorable Woody Jacobs  
 \_\_\_\_\_  
*Name*  
 Mayor  
 \_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
*Signature*  
 Jeff Clemons  
 \_\_\_\_\_  
*Name*  
 Commission Chairman  
 \_\_\_\_\_  
*Title*

By: \_\_\_\_\_  
*Signature*  
 Calvin Palmer  
 \_\_\_\_\_  
*Name*  
 Project Manager  
 \_\_\_\_\_  
*Title*

## ATTACHMENT A – SCOPE OF PROFESSIONAL SERVICES

TAXIWAY REHABILITATION (PROJECT). This PROJECT shall consist of project & grant development, design, bidding, construction administration and construction inspection services for the rehabilitation of the taxiway. The anticipated value of construction cost for the PROJECT is approximately \$300,000. A portion of the funding is expected to be provided by federal and state grants in 2026.



The proposed construction improvements include:

1. Taxiway Rehabilitation: Joint & Crack Repair, Surface Treatment, Markings

The construction contract time is expected to be thirty (30) calendar days.

Work Tasks for the ENGINEER on this PROJECT include:

1. Project & Grant Development Services (Element 1) – Basic Services
2. Design Services (Element 2) – Basic Services
3. Bidding Services (Element 3) – Basic Services
4. Construction Administration Services (Element 4) – Basic Services
5. Construction Inspection Services (Element 5) – Additional Services

Professional service elements within each work task include the following:

### PROJECT & GRANT DEVELOPMENT SERVICES (ELEMENT 1)

Project Development and Grant Coordination. ENGINEER will consult with the OWNER, Federal Aviation Administration (FAA) and the Alabama Department of Transportation – Aeronautics Bureau (ALDOT) to develop the project from early concept and coordinate the funding from award through implementation and close out in support of the PROJECT. ENGINEER will define project scope, develop schedules and cost estimates and align project with OWNER and ALDOT/FAA priorities and funding program requirements. ENGINEER will ensure project meets eligibility criteria, remains on schedule and budget and complies with grant assurances throughout grant lifecycle.

Project Site Visits. Based upon the complexity of the PROJECT, ENGINEER will conduct initial site visit(s) and meet with the OWNER to visually inspect and quantify extent of the PROJECT to evaluate and define the limits of PROJECT

Airport Board Meetings. Based upon the complexity of the PROJECT, ENGINEER will attend OWNER meetings (Board/Authority Meetings, City Council Meetings, etc.) to update and inform all interested parties as to the PROJECT and preliminary discussions/negotiations with the ALDOT and the FAA.

Funding Reimbursement Requests. ENGINEER will coordinate with the ALDOT and the FAA all funding requests for Grant reimbursement for all engineering services applicable within the grant assurances. ENGINEER will coordinate all funding reimbursements for any additional resources utilized to which the OWNER is entitled under grant assurances for the PROJECT (i.e. advertisements for bidding, additional administrative costs incurred, etc.).

Project Reporting Requirements. ENGINEER will prepare and distribute various monthly, quarterly, and yearly reports required by the FAA and the ALDOT for PROJECT such as DBE compliance reports, yearly audits, end of year FAA reports, and FAA quarterly reports.

Project Administration. ENGINEER will provide comprehensive project administrative management including schedule and budget tracking, ensuring oversight of compliance with grant assurances and additional miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks. Engineer will facilitate communication between the OWNER, the ALDOT, the FAA, and other interested parties to ensure all pertinent information is disseminated throughout the project. ENGINEER will maintain accurate project records electronically for a period of three (3) years for the OWNER.

FAA/ALDOT Grant Pre-Application #1 (AIP). ENGINEER will prepare and develop all grant pre-application materials for federal and state funding under the Airport Improvement Program. Pre-application packet includes compiling all pertinent information for Form SF-424 and the engineering worksheet, providing a written project justification and narrative with site photos, applicable sketch(es) and preliminary estimate(s) of probable construction costs. The ENGINEER will prepare necessary Resolutions for the OWNER and attend necessary meetings to obtain approval for submission of grant pre-application for OWNER.

ALDOT Grant Pre-Application #2 (PMP). ENGINEER will prepare and develop all grant pre-application materials for state funding under the Pavement Maintenance Program. Pre-application packet includes compiling all pertinent information for state application form and the engineering worksheet, providing a written project justification and narrative with site photos, applicable sketch(es) and preliminary estimate(s) of probable construction costs. The ENGINEER will prepare necessary Resolutions for the OWNER and attend necessary meetings to obtain approval for submission of grant pre-application for OWNER.

FAA/ALDOT Grant Application #1 (AIP). ENGINEER will update, prepare and develop all grant application materials for federal and state funding under the Airport Improvement Program. Application packet will be based on the ALDOT Go-Letter sent to the OWNER and based on anticipated funding allocation. This packet will include all pertinent information for Form SF-424 and the engineering worksheet, an updated written project justification and narrative with site photos, updated sketch(es) based on final construction drawings, the pre-application executed resolution by OWNER, an Engineer's certified bid tabulation based on competitive bids, executed engineering agreement and all applicable ALDOT and/or FAA Sponsor Certifications. Additionally, the ENGINEER

will attend all necessary meetings to obtain approval for submission of grant application for OWNER to the ALDOT and the FAA.

ALDOT Grant Application #2 (PMP). ENGINEER will prepare, update and develop grant application materials for state funding under the Pavement Maintenance Program. This packet will include all pertinent information for state application form, an updated written project justification and narrative with site photos, updated sketch(es) based on final construction drawings, the pre-application executed resolution by OWNER, an Engineer's certified bid tabulation based on competitive bids, executed engineering agreement and all applicable ALDOT Sponsor Certifications. Additionally, the ENGINEER will attend all necessary meetings to obtain approval for submission of grant application for OWNER to the ALDOT.

Project Financial Coordination. ENGINEER will maintain grant specific accounting and coordination with OWNER to disburse grant funds. Assistance will be provided for monthly invoicing, monthly AMPS reimbursement requests, and documentation for grant drawdowns as well as preparation of financial status reports and audit ready records. Ongoing support includes adherence to grant assurances, funding agreements, and reporting requirements.

FAA Form 7460-1. ENGINEER will prepare a safety plan in accordance with current FAA AC 150/5370-2 and submit FAA Form 7460-1 Notice of Proposed Construction or Alteration online via the OEAAA portal for the PROJECT. ENGINEER will file a temporary and a permanent filing for each point necessary for a determination for the project. ENGINEER will address and revise the submission, per the FAA comments, in order to procure a final FAA determination for the PROJECT.

Categorical Exclusion Checklist. The ENGINEER will evaluate the design of the PROJECT to determine the environmental impacts of the PROJECT. The ENGINEER will complete the required FAA Categorical Exclusion checklist based on the latest pertinent Federal, State, and local environmental regulatory measures for recent changes and compliance issues. If necessary, the ENGINEER will contact the appropriate Federal, State, and local regulatory authorities to ascertain the permitting requirements for the PROJECT based on the anticipated final design and its potential environmental impacts. The ENGINEER will contact regulatory authorities through telephone calls, letter correspondence, and email to confirm environmental, aviation, and municipal zoning regulations and obtain concurrence of no impacts. If any further environmental permitting or mitigation is required, outside the CatEx Documentation, the ENGINEER will complete under Environmental Services as an additional fee.

## **DESIGN SERVICES (ELEMENT 2)**

Design Scoping Meeting. The ENGINEER will coordinate and conduct a predesign scoping meeting via teleconference or video conference with representatives from the ENGINEER, the ALDOT, the FAA and the OWNER. This meeting will provide the opportunity to review and discuss the nature and extent of the PROJECT and to establish the PROJECT design criteria, budget, and schedule. The ENGINEER will prepare an agenda and provide any pertinent supporting documentation for the PROJECT components for discussion at the predesign conference. The ENGINEER will send draft meeting minutes out to all participants for review and concurrence. The ENGINEER will revise, if necessary, and document final minutes of meeting for official documentation of scoping criteria.

Contract and IFE Coordination. The ENGINEER will submit and coordinate with an IFE all engineering fees and contract documents for the design and implementation of grant. This includes meetings with the ALDOT, the FAA and OWNER to ensure all parties agree with final engineering task order. Once final agreement is agreed upon, the ENGINEER will attend meeting with OWNER (via board meeting, council meeting, etc.) for final execution of engineering task order.

ENGINEER Site Visit. The ENGINEER will conduct an initial site visit to visually inspect the PROJECT site and meet with OWNER on site regarding PROJECT staging and phasing.

Coordination with Field Tasks. The ENGINEER will retain licensed Land Surveyors, environmental engineers, and other professional in-house resources that provide additional services under this contract. This coordination includes phone calls, emails, PROJECT sketches and property boundaries, OWNER coordination and contacts, written scopes and any other necessary coordination required to obtain and collect data sufficient to prepare the PROJECT plans.

Analyze Collected Data. The ENGINEER will review, evaluate, and collect additional existing data from field resources. Additionally, the ENGINEER will compile data that was prepared for previous projects at the airport, that is germane to the PROJECT, and that might be useful in the design of the PROJECT. The existing data includes airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. The ENGINEER will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the PROJECT.

Develop Construction Drawings. The ENGINEER will prepare detailed plans as described within the Plan Sheets in Task 2A. The ENGINEER will prepare the plans based on the locations of pavements, buildings, wetlands, tree lines, pole lines, fences, property lines, aviation easements, rights-of-way and other considerations to sufficiently depict the PROJECT area for construction. The ENGINEER will evaluate the PROJECT work area to identify other necessary incidental improvements that should be included in the PROJECT. The ENGINEER will coordinate the development of the PROJECT plans with the staff of their aviation planning, environmental, geotechnical and construction departments. Construction drawings and schedules will be closely coordinated to endeavor the best possible weather conditions and the least possible interference with airport operations. The ENGINEER will prepare a 50% set of plans for review and a 90% set of plans for review by the OWNER, the FAA and the ALDOT. The ENGINEER will provide a final, complete set of well-defined construction drawings based on all existing and new data collected as well as reviews, coordination and correspondence with OWNER, the FAA and the ALDOT throughout the PROJECT. The construction drawings will include selected bid alternatives, as appropriate, to provide a basis for competitive construction bids.

90% Design Review and Submission. Prepare and obtain approval of detailed construction drawings, the project manual, and an updated construction cost estimate all at 90% complete, that show the character and scope of the work to be performed by contractors on the PROJECT. The Engineers Final Design Report will be included in the 90% review for final approval. The ENGINEER will distribute the 90% plan set to the OWNER, the ALDOT, and the FAA for review. The ENGINEER will provide the OWNER with one (1) set of printed 90% plans for review and comments. The ENGINEER will provide

the ALDOT and the FAA each with one (1) set of electronic 90% plans for review and comments. The ENGINEER will further develop the 90% plans into final plans after the review and comment period.

Develop Final Bid Set of Plans and Project Manual. The ENGINEER will conduct in-house quality control and design review meetings with experienced representatives of the ENGINEER. The ENGINEER will provide staff members with the opportunity to perform independent analyses of the final plans and specifications to ensure clarity, accuracy, completeness, and constructability. After these independent reviews, a special in-house project review meeting will be conducted to discuss and consolidate the findings of the reviewers. The recommendations of the design review team will be incorporated into the final plans and specifications. The ENGINEER will distribute the final plans to the OWNER, the ALDOT, and the FAA. The ENGINEER will provide the OWNER and the ALDOT each with one (1) printed set of final plans and project manual. The ENGINEER will provide the FAA with one (1) electronic set of final plans and project manual.

Note: Final Design Plans will be for bid of one construction contract and will be based on the following FAA Advisory Circulars (latest editions):

- AC 150/5300-13 Airport Design
- AC 150/5320-5 Airport Drainage Design
- AC 150/5320-6 Airport Pavement Design and Evaluation
- AC 150/5340-1 Standards for Marking Airfield Pavements
- AC 150/5340-30 Design and Installation of Airport Visual Aids
- AC 150/5370-2 Operational Safety on Airports During Construction
- AC 150/5370-10 Standards for Specifying Construction
- AC 150/5380-6 Guidelines and Procedures for Maintenance of Airport Pavements

Final Cost Estimate. The ENGINEER will prepare estimates of material quantities and construction costs based on the plans, specifications, and any additional environmental or permitting required for the PROJECT. The final estimate will be included in the tabulation of bids.

**Note:** The construction cost estimates will reflect the ENGINEER's opinion of probable construction costs and will be based on the ENGINEER's experience with similar recent construction. The ENGINEER has no control over the actual cost of consultant labor and materials or over the competitive bidding and construction market conditions. The ENGINEER cannot guarantee the accuracy of the construction cost estimates when compared to the consultants' construction bids or to the final PROJECT construction cost.

Project Manual – Front End Contract Documents. The ENGINEER will prepare a final Project Manual including the Front-End contract documents and technical specifications based on the final plans. The Front-End contract documents will include: Invitation to Bid, Information for Bidders, Bid Proposal, Schedule of Items, consultant's Qualifications and Certifications, Buy American Requirements, Contract Agreement, Notice to Bidders (Bonding), Bid Bond, Payment Bond, Performance Bond, and Insurance Requirements. The contract documents will include Federal special provisions including: Federal Requirements for Construction Contracts \$100,000 and Over, Instructions to Bidders, Certification for Nonsegregated Facilities, Required Assurances,

Disadvantaged Business Enterprise Eligibility Requirements, and Federal wage rate requirements for applicable city.

Technical Specifications. The ENGINEER will prepare technical specifications and construction contract documents based on the final plans. The specifications will establish the requirements for the PROJECT in accordance with the current version of and changes to FAA AC 150/5370-10, *Standards for Specifying Construction of Airports*, including general provisions and technical specifications.

Airport Board/Project Meetings. The ENGINEER will attend and present updates and design information as necessary during the design process as requested by the OWNER. the ENGINEER expects 2 meetings required throughout the design.

### **BIDDING SERVICES (ELEMENT 3)**

Bid Advertisement/Solicitation. Prepare a legal advertisement for the OWNER for solicitation of construction bids in accordance with Alabama Bid Laws. The ENGINEER will prepare a legal advertisement for the OWNER and deliver it via printed or electronic method to three (3) statewide newspapers to publish as a solicitation for construction bids in accordance with the State of Alabama bid law. The ENGINEER will deliver the bid advertisement to plan viewing rooms for publication to maximize the PROJECT exposure and generate widespread consultant interest in the PROJECT. The ENGINEER will communicate with the plan viewing rooms and similar industry entities to provide technical information for their publications. The ENGINEER will notify the ALDOT and the FAA of the PROJECT's advertisement.

Distribute Bid Documents. The ENGINEER will provide printed and electronic copies of the approved plans and specifications to permit advertising and bidding. The ENGINEER will issue the bid documents to interested bidders as requested. Additionally, the ENGINEER will contact contractors who are potential bidders to maximize participation in the PROJECT. Printed and electronic copies of the documents may be furnished to prospective bidders at a cost fixed by the ENGINEER. Maintain a list of the bid document recipients including the recipient's name, overnight mailing address, telephone number, and email for use in issuing addenda. The ENGINEER will review the licensure status of each potential bidder to determine each plan holder is qualified to bid on the PROJECT. The ENGINEER will distribute the bid document recipient list to interested parties if requested by potential bidders.

Pre-Bid Questions & Addenda. The ENGINEER will answer questions and provide technical advice to potential bidders concerning the bid documents via email request. The ENGINEER will answer questions and provide technical advice to the OWNER concerning the bid documents. The ENGINEER will prepare and issue addenda(s) to the bid document recipients to clarify, modify, or correct the bid documents.

Bid Opening. Coordinate, attend and conduct one (1) bid opening and assist OWNER with collecting and validating bid documents received. Bid Documents will be received and accepted via means applicable under current state bid laws.

Bid Tabulation & Bid Package Evaluation (1 Meeting). The ENGINEER will conduct a detailed analysis of the submitted bids for completeness and accuracy and will note any omissions and discrepancies. The ENGINEER will discuss any omissions or discrepancies within the bid(s) with OWNER and OWNER's legal advisor. The ENGINEER will compile a bid summary comprising the results of the bids for distribution to the bidders and other interested parties.

Recommendation & Award (1 Meeting). The ENGINEER will write a letter to the OWNER recommending the award of the construction contract to the apparent low bidder based on the bid analyses. With the concurrence of the OWNER, the ALDOT and the FAA, the ENGINEER will issue a written notification to the successful bidder informing the bidder of the bid results. The ENGINEER will disseminate the bid results to other plan holders and interested parties. The ENGINEER will attend one (1) meeting, at OWNER's request, to recommend the low bidder and award of PROJECT.

Review, Verify & Return Bid Securities. The ENGINEER will issue letters to the unsuccessful bidders returning the bid sureties, distributing the certified bid tabulation, and describing the bid results. The ENGINEER will return the bid surety to the successful bidder after the bidder has executed the construction contract. The ENGINEER will return the bid surety to the second lowest bidder after the successful bidder has executed the construction contract.

Coordinate with OWNER/Contractor for Contract Execution. The ENGINEER will prepare five (5) copies of the contractor's bid proposal package for use as the construction contract document. The ENGINEER will coordinate with and provide information to the contractor to facilitate the preparation and execution of the construction contract document. The ENGINEER will review the contractor's contract for accuracy and completeness before submitting the document to the OWNER for final signatures. The ENGINEER will prepare a checklist of tasks to be performed by the OWNER to fully execute the construction contract. The ENGINEER will distribute the construction contract documents at the preconstruction conference to the OWNER, contractor and the ALDOT. The ENGINEER will electronically transmit a fully executed copy of the contract documents to the FAA.

Preparation of Contract Books. After appropriate approval, prepare all executed contract documents necessary for the PROJECT including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications for the construction phase.

#### CONSTRUCTION ADMINISTRATION (ELEMENT 4)

Preconstruction Meeting. The ENGINEER will coordinate the time, date, and location of the preconstruction conference. The ENGINEER will notify the OWNER, the FAA, the ALDOT, the contractor, the resident project representative (RPR), and other interested parties of the preconstruction conference and will invite their representatives to attend. The ENGINEER will conduct the preconstruction conference in accordance with FAA AC 150/5300-9, *Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects*, to ensure that the attendees are aware of the design, construction, and safety requirements of the PROJECT and are informed of their individual responsibilities. The ENGINEER will disseminate preconstruction meeting minutes to all interested parties for documentation and to clarify any questions or concerns brought up within in the meeting.

Construction Management Plan. The ENGINEER will prepare a Construction Management Plan

Engineer Site Visits (2 Visits). The ENGINEER will make visits to the construction site to observe the progress, safety, and quality of the construction. The ENGINEER will coordinate the site visits with the OWNER and representatives of contractor. The ENGINEER and RPR will meet with the representatives of the OWNER and the contractor during site visits to discuss the PROJECT's progress and to identify areas of concern to facilitate the construction.

Shop Drawings/Mix Design Reviews. The ENGINEER will review all shop drawings and materials submittals that are furnished by the contractor as required by the construction contract documents. The ENGINEER will either fully approve, conditionally approve, or reject the shop drawings and materials submittal. The ENGINEER will return the conditionally approved and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the PROJECT. The ENGINEER will review only one (1) resubmission of a conditionally approved or rejected shop drawing or submittal. The ENGINEER will prepare and maintain a submittal register identifying the submittal number, description, specification section & paragraph, date received, action date and action taken. The ENGINEER will distribute copies of the submittals and the updated submittal register to the OWNER and the contractor.

ENGINEER Construction Administration. The ENGINEER will provide general consultation and advice to the OWNER during the construction phase of the PROJECT. The ENGINEER will provide general coordination between the OWNER, the ALDOT, and the FAA during the construction phase of the PROJECT. The ENGINEER will recommend construction specification waivers, and advise the OWNER as to the contractor's performance and schedule. The ENGINEER will communicate and coordinate with the contractor on a regular basis throughout the construction phase of the PROJECT in the form of teleconferences, letters, and email IF the ENGINEER does not have an on-site RPR. The ENGINEER will prepare or review inspector progress reports (weekly). The ENGINEER will distribute copies of the construction progress reports to the OWNER, the FAA, and the ALDOT. The ENGINEER will provide general supervision and support to the RPR including, but not limited to, coordinating field survey personnel, processing the RPR's weekly time sheets and expense sheets, providing technical documentation, providing field office supplies and materials, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the contractor regarding contract administration, PROJECT changes, bonding and insurance issues, and other construction related matters. Change Orders, due to the varying nature of complexity, will be billed under Task 5 as additional services.

Accounting Administration. The ENGINEER will provide general project administration and coordination with the staff of their accounting department to process OWNER's obligations for grant assurances during construction. The ENGINEER will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The ENGINEER will approve and process invoices received from contractors providing services to the OWNER throughout the construction of the PROJECT. The ENGINEER will prepare and submit monthly invoices to the FAA, the ALDOT and OWNER for services provided to the OWNER and for costs incurred by the OWNER covered under the grant.

Substantial Completion Inspection. The ENGINEER will conduct a walk through inspection of the PROJECT to confirm the completeness and quality of the construction prior to the final inspection with the ALDOT. The ENGINEER will coordinate the date and time of the substantial completion with the RPR, the OWNER and the contractor of the date and time. The ENGINEER will prepare a punch list summary report of the walk through items needing to be addressed by the contractor to complete the PROJECT. The ENGINEER will distribute the punch list items the RPR, the OWNER and the contractor electronically. Once all items are completed by the contractor, the ENGINEER will coordinate a final inspection with the ALDOT, OWNER and the contractor.

Final Inspection. The ENGINEER will coordinate the date and time of a final inspection via telephone and email to the OWNER, the FAA, the ALDOT, the RPR, and the contractor. The ENGINEER will prepare a summary report of the final inspection, including any items found to be completed and a punch list of work items, if required, that the contractor must accomplish to complete the PROJECT. The ENGINEER will distribute the summary report to the OWNER, the FAA, the ALDOT, the RPR, and the contractor. The ENGINEER will coordinate and conduct one (1) final inspection, and if any additional inspection(s) is required, the ENGINEER will bill subsequent punch list inspections and/or final inspections under additional services.

Wage Interviews, Certified Payroll and DBE Compliance. The ENGINEER will provide OWNER with review and compilation of data for compliance with contractor and subcontractor certified payrolls and DBE compliance. The ENGINEER will provide the FAA yearly reports and submission of DBE compliance and any additional information necessary to comply with grant assurances during construction. The ENGINEER will conduct and prepare weekly wage rate interviews per state law. The ENGINEER will maintain all records for OWNER, as necessary, for audits for a period of three (3) years from end of PROJECT.

Final ENGINEER's Report. The ENGINEER will prepare a final report upon completion of the PROJECT that provides an appropriate and accurate record of the PROJECT. The final report will include a narrative of the work accomplished and will provide before and after pictures of the project. Additionally, the report will detail and summarize key milestone dates, contract time, labor provisions, environmental requirements, DBE utilization, change orders, construction considerations, challenges, and an analysis of materials and site conditions during construction.

The report will be submitted to OWNER and funding agencies for review with the final plans.

Note: The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release The ENGINEER from liability for failure to perform duties properly undertaken by the ENGINEER under this Agreement.

**The ENGINEER shall perform the following additional services below required by the OWNER to complete the PROJECT. Such services may be provided by ENGINEER's own forces or through subcontracts with other professionals. Additional services are estimated and will be billed as outlined in accordance with the Master Agreement Contract with the OWNER.**

## CONSTRUCTION INSPECTION SERVICES (ELEMENT 5)

Weekly On-Site Resident Project Representative (RPR). The ENGINEER will provide a qualified construction RPR to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers and consultants. The RPR will be available for both full-time and part-time construction observation services during the 30 calendar day duration of the PROJECT as required by the nature of the ongoing construction activities.

The RPR will be the ENGINEER's primary contact with the contractors and their subcontractors during construction. The RPR will be available to meet with the representatives of the OWNER, the state, and other interested parties at the PROJECT location. The RPR will monitor and coordinate the construction progress; will coordinate with the OWNER, the ENGINEER, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the ENGINEER if problems, disputes, or changes arise during construction. The RPR will review cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the contractor's work. The RPR will prepare construction progress reports of the construction activities that are observed.

For budgeting purposes, it is assumed the RPR will be available ten (10) hours per day one a week for the duration of the PROJECT. The RPR can also be available for eight (8) hours to attend the punch list inspection, eight (8) hours for the final inspection, and for eight (8) hours to attend the preconstruction meeting. This PROJECT requires part time inspection. If construction contract time is added to this PROJECT, additional man-hours for the RPR are to be approved by the OWNER and the FAA and if required, addressed by an amendment to the agreement.

Change Orders. The ENGINEER will assist the OWNER with the preparation and issuance of change orders based on construction observation during the PROJECT. The ENGINEER will coordinate and communicate directly with contractor and the ALDOT, the FAA and the RPR to determine necessary change orders and obtain approval for change orders. The ENGINEER will visit the PROJECT, as necessary, to assess requests from contractor for change orders and assess any value engineering options available.

Project/Grant Close Out. The ENGINEER will prepare electronic record drawings and final quantities representing the completed PROJECT and reflecting the actual work accomplished during construction for distribution to the OWNER, the FAA, and the ALDOT for final documentation of PROJECT. The ENGINEER will prepare the final PROJECT documentation on the FAA Form 5370 that consolidates the project related information that will be required by the FAA to formally close out the PROJECT. The ENGINEER will submit all required information and documentation on the FAA closeout summary checklist. The ENGINEER will distribute one (1) copy of the PROJECT close out report and closeout checklist items via electronic means to the OWNER, the FAA and the ALDOT.

### The following items are not included in this task order:

- Basic Services fees associated with changes to the agreed upon scope in the scoping meeting with the ENGINEER, the OWNER, the ALDOT and the FAA.

- Structural, mechanical or architectural design services.
- Environmental Services
- Geotechnical Services
- Topographical Survey Services
- Advertising costs for PROJECT bidding will be paid by the OWNER.
- Agency fees required for OWNER to obtain permits to complete the PROJECT will be paid by the OWNER.

## ATTACHMENT B – FEE BREAKDOWN



**CULLMAN REGIONAL AIRPORT  
CULLMAN, ALABAMA  
TAXIWAY REHABILITATION - SCHEDULE OF FEES**

**Project Funding: Airport Improvement Program**  
**Date: 04/13/26**  
**GMC Job No. TBHM250011**

**CULLMAN REGIONAL AIRPORT**

**CULLMAN, ALABAMA**

**TAXIWAY REHABILITATION - SCHEDULE OF FEES**



April 13, 2026

TBHM250011

| <b>PROJECT &amp; GRANT DEVELOPMENT SERVICES (ELEMENT 1)</b> |                      |                    |                       |                     |                   |                 |
|---|----------------------|--------------------|-----------------------|---------------------|-------------------|-----------------|
| SALARY COSTS - TASKS  | CLASSIFICATION HOURS |                    |                       |                     |                   |                 |
|   | QA Manager           | Civil Engineer III | Civil Engineer Intern | Aviation CADD Tech. | Airport Planner I | Contract Admin. |
| Project Development and Grant Coordination                  | 2                    | 8                  |                       |                     |                   | 2               |
| Project Site Visits   |                      | 0                  | 0                     |                     |                   |                 |
| Airport Board Meetings (2 Meetings)                         |                      | 4                  | 4                     |                     |                   |                 |
| Project Reporting Requirements                              |                      | 3                  |                       |                     |                   |                 |
| Project Administration                                      |                      | 1                  | 1                     |                     |                   | 2               |
| FAA/ALDOT Grant Pre-Application (AIP)                       | 1                    | 1                  | 1                     |                     |                   |                 |
| ALDOT Grant Pre-Application (PMP)                           |                      | 1                  | 1                     |                     |                   |                 |
| ALDOT Pre-Application Project Meeting                       | 0.5                  | 1                  | 1                     |                     |                   |                 |
| FAA/ALDOT Grant Application (AIP)                           | 1                    | 1                  | 1                     |                     |                   |                 |
| ALDOT Grant Application (PMP)                               |                      | 1                  | 1                     |                     |                   |                 |
| Project Financial Coordination                              | 1                    |                    | 1                     |                     |                   | 4               |
| FAA Form 7460-1   | 0.5                  |                    |                       |                     | 0.5               |                 |
| Categorical Exclusion Checklist                             |                      | 1                  |                       |                     |                   |                 |
| Total Hours   | 6                    | 22                 | 11                    | 0                   | 0.5               | 8               |
| Hourly Rate   | \$80.24              | \$62.09            | \$37.76               | \$30.37             | \$34.03           | \$35.93         |
| Total Direct Labor  | \$481.44             | \$1,365.98         | \$415.36              | \$0.00              | \$17.02           | \$287.44        |
| Total Direct Labor  |                      |                    |                       |                     |                   | \$2,567.24      |
| Combined Overhead (194.25%)                                 |                      |                    |                       |                     |                   | \$4,986.85      |
| Operating Margin (15%)                                      |                      |                    |                       |                     |                   | \$1,133.11      |
| FCCM (1.12%)  |                      |                    |                       |                     |                   | \$28.75         |
| Subtotal Salary Costs                                       |                      |                    |                       |                     |                   | \$8,715.96      |

| <b>NON-SALARY COSTS</b>                      |          |       |         |          |
|--|----------|-------|---------|----------|
| A. REIMBURSABLE EXPENSES                     | QUANTITY | UNIT  | RATE    | SUBTOTAL |
| Mileage (2 Trips @ 150 Miles/Trip)           | 300      | Miles | \$0.725 | \$218    |
| Printing, Reproduction, Shipping             | 1        | LS    | \$100   | \$100    |
| TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES |          |       |         | \$318    |

| <b>NON-SALARY COSTS - SUBCONTRACTING</b>         |       |      |          |
|--|-------|------|----------|
| B. SUBCONTRACTING EXPENSES                       | VALUE | TYPE | SUBTOTAL |
|  |       | LS   |          |
| Administrative Cost (5%)                         |       |      | \$0      |
| TOTAL NON-SALARY COSTS - SUBCONTRACTING EXPENSES |       |      | \$0      |

**TOTAL PROJECT & GRANT DEVELOPMENT SERVICES FEE \$9,033**

**CULLMAN REGIONAL AIRPORT**  
**CULLMAN, ALABAMA**  
**TAXIWAY REHABILITATION - SCHEDULE OF FEES**



April 13, 2026

TBHM250011

**DESIGN SERVICES (ELEMENT 2)**

| SALARY COSTS - TASKS                                      | CLASSIFICATION HOURS |                    |                       |                     |                   |                 |
|---|----------------------|--------------------|-----------------------|---------------------|-------------------|-----------------|
|   | QA Manager           | Civil Engineer III | Civil Engineer Intern | Aviation CADD Tech. | Airport Planner I | Contract Admin. |
| Design Scoping Meeting                                    |                      | 2                  | 2                     |                     |                   |                 |
| Contract and IFE Coordination                             | 1                    | 4                  |                       |                     |                   | 2               |
| Engineer Site Visit (1 Visit)                             |                      | 2                  | 2                     |                     |                   |                 |
| Coordination with Field Tasks                             |                      | 1                  | 2                     |                     |                   |                 |
| Analyze Collected Data                                    |                      | 1                  | 2                     |                     |                   |                 |
| Pavement Section Analysis/Design                          |                      | 1                  | 2                     |                     |                   |                 |
| Develop Construction Drawings (See Plan Sheets (Task 2A)) | 8                    | 14                 | 28                    | 22                  | 4                 | 0               |
| 50% Design Review & Submission                            |                      |                    |                       |                     |                   |                 |
| 90% Design Review & Submission                            | 1                    | 2                  | 2                     |                     |                   |                 |
| Final Cost Estimate                                       | 1                    | 2                  | 2                     |                     |                   |                 |
| Project Manual - Front End Contract Documents             | 1                    | 2                  | 2                     |                     |                   | 4               |
| Technical Specifications                                  |                      | 2                  | 4                     |                     |                   |                 |
| Engineer's Design Report                                  |                      |                    |                       |                     |                   |                 |
| Airport Board\Project Meetings (0)                        |                      | 0                  | 0                     |                     |                   |                 |
| Pavement Classification Number Analysis (PCN)             |                      |                    |                       |                     |                   |                 |
| Total Hours   | 12                   | 33                 | 48                    | 22                  | 4                 | 6               |
| Hourly Rate   | \$80.24              | \$62.09            | \$37.76               | \$30.37             | \$34.03           | \$35.93         |
| Total Direct Labor  | \$962.88             | \$2,048.97         | \$1,812.48            | \$668.14            | \$136.12          | \$215.58        |
| Total Direct Labor  |                      |                    |                       |                     |                   | \$5,844.17      |
| Combined Overhead (194.25%)                               |                      |                    |                       |                     |                   | \$11,352.30     |
| Operating Margin (15%)                                    |                      |                    |                       |                     |                   | \$2,579.47      |
| FCCM (1.12%)  |                      |                    |                       |                     |                   | \$65.45         |
| Subtotal Salary Costs                                     |                      |                    |                       |                     |                   | \$19,841.40     |

**NON-SALARY COSTS**

| A. REIMBURSABLE EXPENSES                     | QUANTITY | UNIT  | RATE    | SUBTOTAL |
|--|----------|-------|---------|----------|
| Mileage (0 Trips @ 150 Miles/Trip)           | 0        | Miles | \$0.725 | \$0      |
| Printing, Reproduction, Shipping             | 1        | LS    | \$100   | \$100    |
| TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES |          |       |         | \$100    |

**NON-SALARY COSTS - SUBCONTRACTING**

| B. SUBCONTRACTING EXPENSES                       | VALUE | TYPE | SUBTOTAL |
|--|-------|------|----------|
| Coordination & Administrative Fee (5%)           |       |      | \$0      |
| TOTAL NON-SALARY COSTS - SUBCONTRACTING EXPENSES |       |      | \$0      |

**TOTAL DESIGN SERVICES FEE      \$19,941**

**CULLMAN REGIONAL AIRPORT  
CULLMAN, ALABAMA  
TAXIWAY REHABILITATION - SCHEDULE OF FEES**



April 13, 2026

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| PLAN SHEETS (ELEMENT 2A)           |          |                      |                    |                       |                     |                    |                 |
|------------------------------------|----------|----------------------|--------------------|-----------------------|---------------------|--------------------|-----------------|
| Plan Sheets                        | # Sheets | CLASSIFICATION HOURS |                    |                       |                     |                    |                 |
|                                    |          | QA Manager           | Civil Engineer III | Civil Engineer Intern | Aviation CADD Tech. | Airport Planner II | Contract Admin. |
| Title                              | 1        |                      |                    |                       | 1                   |                    |                 |
| Project Layout                     | 1        | 1                    |                    | 2                     | 2                   |                    |                 |
| Geometric Layout                   | 1        |                      | 1                  | 2                     | 1                   | 1                  |                 |
| Construction Safety & Phasing Plan | 1        | 1                    |                    | 4                     | 2                   | 2                  |                 |
| Existing Conditions                | 1        |                      | 1                  | 2                     | 4                   |                    |                 |
| Demolition Plan                    | 1        |                      | 1                  | 2                     | 4                   |                    |                 |
| Typical Sections                   | 1        | 1                    |                    | 4                     | 1                   |                    |                 |
| Project Notes                      | 1        | 1                    | 1                  | 2                     | 1                   |                    |                 |
| Summary of Quantities              | 1        | 1                    | 8                  |                       | 2                   |                    |                 |
| Erosion Control Plan               |          | 1                    |                    | 4                     | 2                   |                    |                 |
| Marking Plan                       | 1        | 1                    | 1                  | 4                     | 1                   | 1                  |                 |
| Details                            | 1        | 1                    | 1                  | 2                     | 1                   |                    |                 |
| Total Hours                        |          | 8                    | 14                 | 28                    | 22                  | 4                  | 0               |

**CULLMAN REGIONAL AIRPORT**  
**CULLMAN, ALABAMA**  
**TAXIWAY REHABILITATION - SCHEDULE OF FEES**



April 13, 2026

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**BIDDING SERVICES (ELEMENT 3)**

| SALARY COSTS - TASKS                                    | CLASSIFICATION HOURS   |                    |                       |                     |                   |                 |
|---|------------------------|--------------------|-----------------------|---------------------|-------------------|-----------------|
|   | Project Manager / QAQC | Civil Engineer III | Civil Engineer Intern | Aviation CADD Tech. | Airport Planner I | Contract Admin. |
| Bid Advertisement/Solicitation                          |                        | 1                  |                       |                     |                   | 2               |
| Distribute Bid Documents                                |                        |                    |                       |                     |                   | 4               |
| Pre-Bid Questions & Addenda                             |                        | 1                  | 4                     |                     |                   | 4               |
| Bid Opening (1 Meeting)                                 |                        | 4                  | 4                     |                     |                   |                 |
| Bid Tabulation & Bid Package Evaluation                 |                        | 2                  |                       |                     |                   | 4               |
| Recommendation and Award (1 Meeting)                    |                        | 4                  |                       |                     |                   |                 |
| Review, Verify & Return Bid Securities                  |                        |                    |                       |                     |                   | 2               |
| Coordinate with Owner/Contractor for Contract Execution |                        | 2                  | 2                     |                     |                   | 2               |
| Preparation of Contract Book                            |                        | 1                  |                       |                     |                   | 8               |
| Total Hours   | 0                      | 15                 | 10                    | 0                   | 0                 | 26              |
| Hourly Rate   | \$80.24                | \$62.09            | \$37.76               | \$30.37             | \$34.03           | \$35.93         |
| Total Direct Labor                                      | \$0.00                 | \$931.35           | \$377.60              | \$0.00              | \$0.00            | \$934.18        |
| Total Direct Labor                                      |                        |                    |                       |                     |                   | \$2,243.13      |
| Combined Overhead (194.25%)                             |                        |                    |                       |                     |                   | \$4,357.28      |
| Operating Margin (15%)                                  |                        |                    |                       |                     |                   | \$990.06        |
| FCCM (1.12%)  |                        |                    |                       |                     |                   | \$25.12         |
| Subtotal Salary Costs                                   |                        |                    |                       |                     |                   | \$7,615.59      |

**NON-SALARY COSTS**

| A. REIMBURSABLE EXPENSES                     | QUANTITY | UNIT | RATE  | SUBTOTAL |
|--|----------|------|-------|----------|
| Printing, Reproduction, Shipping             | 1        | LS   | \$200 | \$200    |
| TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES |          |      |       | \$200    |

**TOTAL BIDDING SERVICES FEE    \$7,816**

**CULLMAN REGIONAL AIRPORT  
CULLMAN, ALABAMA  
TAXIWAY REHABILITATION - SCHEDULE OF FEES**



April 13, 2026

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| <b>CONSTRUCTION ADMINISTRATION SERVICES (ELEMENT 4)</b> |                      |                    |                       |                     |                   |                   |
|---|----------------------|--------------------|-----------------------|---------------------|-------------------|-------------------|
| SALARY COSTS - TASKS                                    | CLASSIFICATION HOURS |                    |                       |                     |                   |                   |
|   | QA Manager           | Civil Engineer III | Civil Engineer Intern | Aviation CADD Tech. | Airport Planner I | Contract Admin.   |
| Preconstruction Meeting                                 |                      | 4                  | 4                     |                     |                   |                   |
| Construction Management Plan                            |                      | 2                  |                       |                     |                   | 4                 |
| Engineer Site Visits (0 Visits)                         |                      | 0                  | 0                     |                     |                   |                   |
| Shop Drawings/Mix Design Reviews                        |                      | 2                  | 2                     |                     |                   |                   |
| Engineer Construction Administration                    | 2                    | 4                  | 4                     |                     |                   |                   |
| Substantial Completion Inspection and Punch List        |                      | 6                  |                       |                     |                   |                   |
| Final Inspection  |                      | 4                  |                       |                     |                   |                   |
| Accounting Administration                               | 1                    | 2                  |                       |                     |                   | 4                 |
| Wage Interviews, Certified Payroll and DBE Compliance   |                      | 2                  |                       |                     |                   |                   |
| Administer Construction Quality Control Plan            |                      | 0                  | 0                     |                     |                   | 0                 |
| <b>Total Hours</b>                                      | <b>3</b>             | <b>26</b>          | <b>10</b>             | <b>0</b>            | <b>0</b>          | <b>8</b>          |
| <b>Hourly Rate</b>                                      | <b>\$80.24</b>       | <b>\$62.09</b>     | <b>\$37.76</b>        | <b>\$30.37</b>      | <b>\$34.03</b>    | <b>\$35.93</b>    |
| <b>Total Direct Labor</b>                               | <b>\$240.72</b>      | <b>\$1,614.34</b>  | <b>\$377.60</b>       | <b>\$0.00</b>       | <b>\$0.00</b>     | <b>\$287.44</b>   |
| <b>Total Direct Labor</b>                               |                      |                    |                       |                     |                   | <b>\$2,520.10</b> |
| <b>Combined Overhead (194.25%)</b>                      |                      |                    |                       |                     |                   | <b>\$4,895.29</b> |
| <b>Operating Margin (15%)</b>                           |                      |                    |                       |                     |                   | <b>\$1,112.31</b> |
| <b>FCCM (1.12%)</b>                                     |                      |                    |                       |                     |                   | <b>\$28.23</b>    |
| <b>Subtotal Salary Costs</b>                            |                      |                    |                       |                     |                   | <b>\$8,555.93</b> |

| <b>NON-SALARY COSTS</b>                             |          |       |         |              |
|---|----------|-------|---------|--------------|
| A. REIMBURSABLE EXPENSES                            | QUANTITY | UNIT  | RATE    | SUBTOTAL     |
| Mileage (4 Trips @ 150 Miles/Trip)                  | 600      | Miles | \$0.725 | \$435        |
| Printing, Reproduction, Shipping                    | 1        | LS    | \$150   | \$150        |
| <b>TOTAL NON-SALARY COSTS REIMBURSABLE EXPENSES</b> |          |       |         | <b>\$585</b> |

**TOTAL CONSTRUCTION ADMINISTRATION SERVICES FEE      \$9,141**

**CULLMAN REGIONAL AIRPORT  
CULLMAN, ALABAMA  
TAXIWAY REHABILITATION - SCHEDULE OF FEES**



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| <b>CONSTRUCTION INSPECTION SERVICES (ELEMENT 8)</b>    |                      |             |                           |                    |                       |                 |
|--|----------------------|-------------|---------------------------|--------------------|-----------------------|-----------------|
| SALARY COSTS - TASKS                                   | CLASSIFICATION HOURS |             |                           |                    |                       |                 |
|  | Inspector II         | Inspector I | Overtime Rate (Inspector) | Civil Engineer III | Civil Engineer Intern | Contract Admin. |
| Weekly On-Site Inspector (30 Calendar days)(XX hours/c | 40                   |             |                           |                    |                       |                 |
| On-Site Inspection By Engineer (3 trips)               |                      |             |                           | 24                 |                       |                 |
| Change Orders  |                      |             |                           | 2                  |                       |                 |
| Inspector Reports (4 Weekly Reports)                   | 4                    |             |                           |                    |                       |                 |
| Additional Final Inspections Required                  |                      |             |                           | 6                  |                       |                 |
| Project/Grant Close Out                                |                      |             |                           | 2                  |                       | 2               |
|  |                      |             |                           |                    |                       |                 |
| SUBTOTAL HOURS   | 44                   | 0           | 0                         | 34                 | 0                     | 2               |
| HOURLY RATE  | \$31.40              | \$25.55     | (1.5X Rate)               | \$62.09            | \$37.76               | \$35.93         |
| SUBTOTAL SALARY COSTS                                  | \$1,381.60           | \$0.00      |                           | \$2,111.06         | \$0.00                | \$71.86         |
| Total Direct Labor                                     |                      |             |                           |                    |                       | \$3,564.52      |
| Combined Overhead (194.25%)                            |                      |             |                           |                    |                       | \$6,924.08      |
| Operating Margin (10%)                                 |                      |             |                           |                    |                       | \$1,048.86      |
| FCCM (1.12%)   |                      |             |                           |                    |                       | \$39.92         |
| Subtotal Salary Costs                                  |                      |             |                           |                    |                       | \$11,577.38     |

| <b>NON-SALARY COSTS</b>            |          |       |         |          |
|------------------------------------|----------|-------|---------|----------|
| A. REIMBURSABLE EXPENSES           | QUANTITY | UNIT  | RATE    | SUBTOTAL |
| Mileage (8 Trips @ 150 Miles/Trip) | 1,200    | MILES | \$0.725 | \$870    |
| Meal Per Diem                      | 0        | Days  | \$68    | \$0      |
| Lodging Per Diem                   | 0        | Days  | \$110   | \$0      |
| TOTAL REIMBURSABLE EXPENSES        |          |       |         | \$870    |

| <b>NON-SALARY COSTS - SUBCONSULTANT</b> |       |      |          |
|---|-------|------|----------|
| B. SUBCONTRACTING EXPENSES              | VALUE | TYPE | SUBTOTAL |
|   |       |      |          |
| Coordination & Administrative Fee (5%)  |       |      | \$0      |
| TOTAL SUBCONTRACTING EXPENSES           |       |      | \$0      |

**TOTAL ESTIMATED CONSTRUCTION INSPECTION SERVICES FEE \$12,447**

**CULLMAN REGIONAL AIRPORT  
CULLMAN, ALABAMA  
TAXIWAY REHABILITATION - SCHEDULE OF FEES**



April 13, 2026

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**SUMMARY OF FEES**

**BASIC SERVICES FEES**

|   |                 |
|---|-----------------|
| Project & Grant Development (Element 1)     | \$9,034         |
| Design Services (Element 2)                 | \$19,942        |
| Bidding Services (Element 3)                | \$7,816         |
| Construction Administration (Element 4)     | \$9,141         |
| <b>TOTAL BASIC SERVICES (LUMP SUM) FEES</b> | <b>\$45,933</b> |

**ADDITIONAL SERVICES FEES**

|  |                 |
|--|-----------------|
| Construction Inspection (Element 5)    | \$12,448        |
| <b>TOTAL ESTIMATED ADDITIONAL FEES</b> | <b>\$12,448</b> |

**TOTAL VALUE OF CONTRACT**

**\$58,381**

## ATTACHMENT C – OWNER AND ENGINEER RESPONSIBILITIES

- A. OWNER shall provide all criteria and full information as to OWNER'S requirements for the Project; designate a person in writing to act with authority on OWNER'S behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER'S submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.
- B. OWNER shall also do the following and pay all costs incident thereto:
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
  - Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.
  - Provide for legal representation for defense of its officers, directors, employees, agents and other representatives who are parties to this Agreement against any claim or suit brought by any third party for any negligent omission of the owner.
  - Provide field control surveys and fix reference points and base lines.
  - Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- C. OWNER shall pay all costs incidental to obtaining bids or proposals from contractor(s).
- D. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
- E. Approval by the OWNER or the FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.
- F. To the fullest extent permitted by law, OWNER shall defend, indemnify, and hold harmless ENGINEER, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of OWNER, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.
- G. The ENGINEER is not responsible under this task order to audit Contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety engineer, or for the safety of the CONTRACTOR'S personnel, or to guarantee the CONTRACTOR'S workmanship, or to enforce governmental clauses made part of the construction contract as a consideration of the OWNER receiving governmental loans and grants.
- H. The ENGINEER shall invoice all outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, etc., at the amount of the subcontractor's statement plus a 5% administration fee.

## ATTACHMENT D – MISCELLANEOUS AND FEDERAL PROVISIONS

**Statements of Probable Construction Cost:** Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the statements of probable construction cost provided are to be made on the basis of his experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction cost.

**Extra Work:** The OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the project or its design, but not necessarily limited to, changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate or alternate bids, when such revisions are due to causes beyond the ENGINEER'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section B, Additional Services.

**Reuse of Documents:** All documents including drawings and specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written consent by or adaptation of by ENGINEER for the specific purposes intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Agreement at the cost of reproduction.

**Termination:** This Agreement may be terminated in whole or part in writing by either party in the event of a material failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be affected unless the other party is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience provided the ENGINEER is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

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

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

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

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

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

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

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

**Civil Rights – General.** The ENGINEER agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the ENGINEER and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Civil Rights – Title VI Assurance.** During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

**Clean Air/Water Pollution Control.** The ENGINEER agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). The ENGINEER agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

**Contract Workhours and Safety Standards Act.**

1. **Overtime Requirements.** No consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the ENGINEER and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subcontractors.** The ENGINEER or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

#### **Debarment and Suspension.**

##### **CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

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

##### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

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

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

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

**Distracted Driving.** In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the ENGINEER to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The ENGINEER must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.

**Energy Conservation Requirements.** The ENGINEER and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).

**Equal Opportunity.** During the performance of this contract, the ENGINEER agrees as follows:

(1) The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The ENGINEER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the ENGINEER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(6) In the event of the ENGINEER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The ENGINEER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

**Fair Labor Standards Act.** This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The ENGINEER has full responsibility to monitor compliance with the referenced statutes and regulations. The ENGINEER must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**Occupational Safety and Health Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Trade Restriction Certification.** The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The

knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

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

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

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

**Veteran's Preference.** In the employment of labor (excluding executive, administrative, and supervisory positions), the ENGINEER and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This

preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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

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

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

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

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

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



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Cullman/Cullman County Commission

Airport: Cullman Regional Airport

Project Number: 3-01-0022-040-2026

Description of Work: Design and construction of Taxiway Rehabilitation project. The project will involve crack seal and sealcoat of the existing asphalt pavement.

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this            day of            April            , 2026            .

Name of Sponsor: City of Cullman/Cullman County

Name of Sponsor's Authorized Official: Woody Jacobs

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

