

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP023-9060-28(009)
PID - T006989

BALDWIN COUNTY

****LIMITED PARTICIPATION****

STATE OF GEORGIA
FULTON COUNTY

**** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
EITHER BY HAND OR STAMP.**

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and BALDWIN COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

REHABILITATE RUNWAY 10-28; REPLACE WINDCONE AND SEGMENTED CIRCLE AT THE BALDWIN COUNTY REGIONAL AIRPORT IN MILLEDGEVILLE, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T006989/AP023-9060-28(009) BALDWIN, prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in Attachment A and Special Conditions contained in Attachment B, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the

SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is TWO MILLION TWO HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED FIVE and 00/100 Dollars (\$2,222,405.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is attached hereto and incorporated as if fully set forth herein.

The Maximum amount that the Department shall be obligated to pay is TWO MILLION ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY-TWO and 02/100 Dollars (\$2,113,352.02).

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

In addition, the following paragraphs shall apply:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of NINETY-FOUR THOUSAND THREE HUNDRED EIGHTY-EIGHT and 35/100 Dollars (\$94,388.35) for the Project as Summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of TWO MILLION EIGHTEEN THOUSAND NINE HUNDRED SIXTY-THREE and 67/100 Dollars (\$2,018,963.67) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ONE HUNDRED NINE THOUSAND FIFTY-TWO and 98/100 Dollars (\$109,052.98).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts

held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in Attachment A, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated June 26, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the

actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

is self-insured

OR

shall obtain coverage from SPONSOR's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia

Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until AUGUST 31, 2024, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

(19) The Term of this contract shall be two (2) years from the Effective Date.

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to

the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(21) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(22) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(23) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(24) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(25) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceability in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceability provision had never been contained herein.

(26) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(27) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(28) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(29) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(30) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(31) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

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IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

BALDWIN COUNTY:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

CHAIRMAN

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by

BALDWIN COUNTY

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

DRAFT

**BALDWIN COUNTY REGIONAL AIRPORT
MILLEDGEVILLE, GEORGIA**

EXHIBIT A

DRAFT

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP023-9060-28(009) Baldwin
PID - T006989**

REHABILITATE RUNWAY 10-28; REPLACE WINDCONE AND SEGMENTED CIRCLE

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
Runway 10-28 Rehabilitation												
Part I Federal Funds - FY22 SBGP-049-2022												
1	1510	Field Engineers Complex	Months	3	\$12,000.00	\$36,000.00	90%	\$32,400.00	0%	\$0.00	5%	\$1,800.00
2	C-105	Mobilization/Demobilization	LS	1	\$175,720.00	\$175,720.00	90%	\$158,148.00	0%	\$0.00	5%	\$8,786.00
3	C-105	Additional Insured Insurance	LS	8000	\$1.00	\$8,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
4	P-101	Bituminous Pavement Milling (Depth Varies)	SQ.YD	61,878	\$3.00	\$185,634.00	90%	\$167,070.60	0%	\$0.00	5%	\$9,281.70
5	P-101	Pavement Marking Removal (90% Removal)	SQ.FT	10,572	\$1.25	\$13,215.00	90%	\$11,893.50	0%	\$0.00	5%	\$660.75
6	P-152	Onsite Borrow Excavation	CU.YD.	130	\$40.00	\$5,200.00	90%	\$4,680.00	0%	\$0.00	5%	\$260.00
7	P-603	Bituminous Tack Coat	GAL.	3,000.00	\$0.10	\$300.00	90%	\$270.00	0%	\$0.00	5%	\$15.00
8	P-620	Permanent Pavement Marking (Yellow), Type III, Reflective Material and Microbicide	SQ.FT	5,700.00	\$1.25	\$7,125.00	90%	\$6,412.50	0%	\$0.00	5%	\$356.25
9	P-620	Permanent Pavement Marking (White), Type III, Reflective Material and Microbicide	SQ.FT	37,600.00	\$1.10	\$41,360.00	90%	\$37,224.00	0%	\$0.00	5%	\$2,068.00
10	P-620	Initial Pavement Markings (White, Yellow)	SQ.FT	43,300.00	\$0.60	\$25,980.00	90%	\$23,382.00	0%	\$0.00	5%	\$1,299.00
11	P-620	Permanent Pavement Marking (Black), Type III, Microbicide	SQ.FT	13,400.00	\$0.60	\$8,040.00	90%	\$7,236.00	0%	\$0.00	5%	\$402.00
12	P-162	Restore Existing Fence to Original Height (6') with Barbed Wire	L.F	180.00	\$70.00	\$12,600.00	90%	\$11,340.00	0%	\$0.00	5%	\$630.00
13	T-905	Topsoil	CU.YD.	70.00	\$90.00	\$6,300.00	90%	\$5,670.00	0%	\$0.00	5%	\$315.00
14	L108-5.1	Trenching for direct-buried cable	L.F.	2,450.00	\$3.30	\$8,085.00	90%	\$7,276.50	0%	\$0.00	5%	\$404.25
15	L108-5.2	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	L.F.	3,100	\$2.25	\$6,975.00	90%	\$6,277.50	0%	\$0.00	5%	\$348.75
16	L108-5.3	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Connections/Terminations	L.F.	2,600	\$2.25	\$5,850.00	90%	\$5,265.00	0%	\$0.00	5%	\$292.50
17	L110-5.1	Concrete Encased Electrical Conduit, 1-Way 2", Installed in Existing Pavement	L.F.	60	\$16.50	\$990.00	90%	\$891.00	0%	\$0.00	5%	\$49.50
18	L110-5.2	HDPE, Electrical Conduit, 1-Way 2-inch	L.F.	70	\$38.50	\$2,695.00	90%	\$2,425.50	0%	\$0.00	5%	\$134.75
19	L115-5.1	Electrical Junction Structure, L-867D Base, Concrete Encased, Used as Handhole/Splice Box	EACH	3	\$1,000.00	\$3,000.00	90%	\$2,700.00	0%	\$0.00	5%	\$150.00
20	L115-5.2	Electrical Junction Structure, L-867E Base, Concrete Encased, Used as Handhole/Pull Box at Directional Bored Conduit	EACH	2	\$2,000.00	\$4,000.00	90%	\$3,600.00	0%	\$0.00	5%	\$200.00

**BALDWIN COUNTY REGIONAL AIRPORT
MILLEDGEVILLE, GEORGIA**

EXHIBIT A

DRAFT

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP023-9060-28(009) Baldwin
PID - T006989**

REHABILITATE RUNWAY 10-28; REPLACE WINDCONE AND SEGMENTED CIRCLE

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
21	L125-5.1	Relocated L-861 Medium Intensity Runway Light with Mounting Stake, New Isolation Transformer and New Lamp, in Turf Shoulder, Complete in Place	EACH	8	\$400.00	\$3,200.00	90%	\$2,880.00	0%	\$0.00	5%	\$160.00
22	L125-5.2	L-861E Medium Intensity Displaced Runway Threshold Light Mounted on L-867B Base, in Turf, Complete in Place	EACH	2	\$1,100.00	\$2,200.00	90%	\$1,980.00	0%	\$0.00	5%	\$110.00
23	L125-5.3	L-861E Medium Intensity Displaced Runway Threshold Light with Mounting Stake, in Turf, Complete in Place	EACH	6	\$700.00	\$4,200.00	90%	\$3,780.00	0%	\$0.00	5%	\$210.00
24	L125-5.4	L-861E Medium Intensity Runway End Light Mounted on L-867B Base, in Existing Pavement, Complete in Place	EACH	6	\$2,000.00	\$12,000.00	90%	\$10,800.00	0%	\$0.00	5%	\$600.00
25	L125-5.5	L-861E Medium Intensity Runway End Light Mounted on L-867B Base, in Turf, Complete in Place	EACH	2	\$1,100.00	\$2,200.00	90%	\$1,980.00	0%	\$0.00	5%	\$110.00
26	L125-5.6	Relocated L-881 2-Box PAPI System for Runway 28, with New L-867B Bases, New Lamps, and New	EACH	1	\$13,000.00	\$13,000.00	90%	\$11,700.00	0%	\$0.00	5%	\$650.00
27	L 125-5.7	Remove Medium Intensity Runway Threshold Light with L-867 Base, in Turf, Complete	EACH	8	\$110.00	\$880.00	90%	\$792.00	0%	\$0.00	5%	\$44.00
28	L-125-5.8	Remove Existing Sign Panel on Existing Sign	EACH	3	\$110.00	\$330.00	90%	\$297.00	0%	\$0.00	5%	\$16.50
29	L-125-5.9	Install New Lighted Sign Panel Face, 1-2 Module	EACH	3	\$1,650.00	\$4,950.00	90%	\$4,455.00	0%	\$0.00	5%	\$247.50
30	GDOT-163	Construct, Maintain, and Remove Construction Exit	EACH	1	\$4,500.00	\$4,500.00	90%	\$4,050.00	0%	\$0.00	5%	\$225.00
31	GDOT-163	Mulching	ACRE	1	\$1,000.00	\$1,000.00	90%	\$900.00	0%	\$0.00	5%	\$50.00
32	GDOT-163	Temporary Seeding	ACRE	1	\$1,200.00	\$1,200.00	90%	\$1,080.00	0%	\$0.00	5%	\$60.00
33	GDOT-318	Aggregate Surface Course,6" Depth (Access Road/Exit Extra)	SQ.FT	100	\$4.00	\$400.00	90%	\$360.00	0%	\$0.00	5%	\$20.00
34	GDOT-402	Recycled Asphaltic Concrete Type 12.5 mm SuperPave, group blend, including bituminous materials	TON	8,040	\$123.00	\$988,920.00	90%	\$890,028.00	0%	\$0.00	5%	\$49,446.00
35	GDOT-402	Recycled Asphaltic Concrete Leveling, including bituminous materials and Hydrated Lime	TON	250	\$170.00	\$42,500.00	90%	\$38,250.00	0%	\$0.00	5%	\$2,125.00
36	GDOT-424	Single Surface Treatment	SQ.YD.	73,080	\$1.85	\$135,198.00	90%	\$121,678.20	0%	\$0.00	5%	\$6,759.90
37	GDOT-700	Permanent Seeding - Grassing	ACRE	1	\$4,000.00	\$4,000.00	90%	\$3,600.00	0%	\$0.00	5%	\$200.00

**BALDWIN COUNTY REGIONAL AIRPORT
MILLEDGEVILLE, GEORGIA**

EXHIBIT A

DRAFT

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP023-9060-28(009) Baldwin
PID - T006989**

REHABILITATE RUNWAY 10-28; REPLACE WINDCONE AND SEGMENTED CIRCLE

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
38	FAA	Project Formulation	FAA	1	\$1,940.00	\$1,940.00	90%	\$1,746.00	0%	\$0.00	0%	\$0.00
39	FAA	Construction Administration	FAA	1	\$34,700.00	\$34,700.00	90%	\$31,230.00	0%	\$0.00	5%	\$1,735.00
40	FAA	Construction Inspection	FAA	1	\$83,320.00	\$83,320.00	90%	\$74,988.00	0%	\$0.00	5%	\$4,166.00
Part I Total Runway Construction						\$1,897,707.00		\$1,700,736.30		\$0.00		\$94,388.35
Design - Runway 10-28 Rehabilitation												
46	FAA	Project Formulation	EA	1	\$14,565.00	\$14,565.00	90%	\$13,108.50	0%	\$0.00	0%	\$0.00
47	FAA	Survey	EA	1	\$13,077.00	\$13,077.00	90%	\$11,769.30	0%	\$0.00	0%	\$0.00
48	FAA	Geotechnical Investigation	EA	1	\$1,025.00	\$1,025.00	90%	\$922.50	0%	\$0.00	0%	\$0.00
49a	FAA	Construction Plans	EA	1	\$26,039.33	\$26,039.33	90%	\$23,435.40	0%	\$0.00	0%	\$0.00
Total Design						\$54,706.33		\$49,235.70		\$0.00		\$0.00
Total FY22 Federal Funds						\$1,952,413.33		\$1,749,972.00		\$0.00		\$94,388.35
Part II Federal Funds - FY19 SBGP-025-2019 & FY20 SBGP-030-2020								22147		22153		
49b	FAA	Construction Plans	EA	1	\$91,359.67	\$91,359.67	90%	\$82,223.70	10%	\$9,135.97	0%	\$0.00
50	FAA	Contract Documents	EA	1	\$15,032.00	\$15,032.00	90%	\$13,528.80	10%	\$1,503.20	0%	\$0.00
51	FAA	Engineers Estimate/Design Report	EA	1	\$14,225.00	\$14,225.00	90%	\$12,802.50	10%	\$1,422.50	0%	\$0.00
52	FAA	Coordination, Review, and Comments	EA	1	\$9,713.00	\$9,713.00	90%	\$8,741.70	10%	\$971.30	0%	\$0.00
53	FAA	Bidding Phase Services	EA	1	\$17,264.00	\$17,264.00	90%	\$15,537.60	10%	\$1,726.40	0%	\$0.00
Subtotal Runway Design						\$147,593.67		\$132,834.30		\$14,759.37		\$0.00
Design - WindCone and Segmented Circle												
41	FAA	Project Formulation	EA	1,648	\$1.00	\$1,648.00	90%	\$1,483.20	10%	\$164.80	0%	\$0.00
42	FAA	Construction Plans	EA	10,152	\$1.00	\$10,152.00	90%	\$9,136.80	10%	\$1,015.20	0%	\$0.00
43	FAA	Contract Documents	EA	1,104	\$1.00	\$1,104.00	90%	\$993.60	10%	\$110.40	0%	\$0.00
44	FAA	Coordination, Review, and Comments	EA	1,211	\$1.00	\$1,211.00	90%	\$1,089.90	10%	\$121.10	0%	\$0.00
45	FAA	Bidding Phase Services	EA	2,227	\$1.00	\$2,227.00	90%	\$2,004.30	10%	\$222.70	0%	\$0.00
Subtotal Windcone and Segmented Circle Design						\$16,342.00		\$14,707.80		\$1,634.20		\$0.00
Replace Wind Cone and Segmented Circle												
54a	C-105	Mobilization/Demobilization	LS	1	\$2,731.00	\$2,730.98	90%	\$2,457.90	10%	\$273.08	0%	\$0.00
Subtotal Replace Wind Cone & Segmented Circle						\$2,730.98		\$2,457.90		\$273.08		\$0.00
Total Federal SBGP025 and SBGP030						\$166,666.65		\$150,000.00		\$16,666.65		\$0.00
Part III Federal Funds FY20 SBGP-030-2020 and FY21 SBGP-038-2021								22153		22160		
54b	C-105	Mobilization/Demobilization	LS	1	\$2,269.00	\$2,269.02	90%	\$2,042.12	10%	\$226.90	0%	\$0.00
55	C-105	Additional Insured Insurance	LS	1	\$1.00	\$1,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
56	L107-5.1	Voltage Powered, Mast and Foundation, Complete in Place	EACH	1	\$14,000.00	\$14,000.00	90%	\$12,600.00	10%	\$1,400.00	0%	\$0.00
57	L107-5.2	Segmented Circle Marker System, Concrete, Complete in Place	EA	1	\$8,500.00	\$8,500.00	90%	\$7,650.00	10%	\$850.00	0%	\$0.00

**BALDWIN COUNTY REGIONAL AIRPORT
MILLEDGEVILLE, GEORGIA**

EXHIBIT A

DRAFT

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP023-9060-28(009) Baldwin
PID - T006989**

REHABILITATE RUNWAY 10-28; REPLACE WINDCONE AND SEGMENTED CIRCLE

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
58	L107-5.3	Remove Existing Primary Wind Cone, Complete	LS	1	\$1,500.00	\$1,500.00	90%	\$1,350.00	10%	\$150.00	0%	\$0.00
59	L108-5.1	No. 8 AWG, 5 Kv, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	L.F.	7,700	\$2.25	\$17,325.00	90%	\$15,592.50	10%	\$1,732.50	0%	\$0.00
60	L108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Connections/Terminations	L.F.	2,200	\$3.20	\$7,040.00	90%	\$6,336.00	10%	\$704.00	0%	\$0.00
61	L110-5.1	Directional Bored HDPE Electrical Conduit.1-Way 2 - inch	L.F.	130	\$28.00	\$3,640.00	90%	\$3,276.00	10%	\$364.00	0%	\$0.00
62	L115-5.1	Electrical Junction Structure, L-867E Base, Concrete Encased, Used as Handhole/Pull Box at Directional Bored Conduit	EA	2	\$2,000.00	\$4,000.00	90%	\$3,600.00	10%	\$400.00	0%	\$0.00
63	FAA	Construction Administration	FAA	1	\$12,200.00	\$12,200.00	90%	\$10,980.00	10%	\$1,220.00	0%	\$0.00
64	FAA	FY2022-2023 DBE Goals	LS	1	\$7,220.00	\$7,220.00	90%	\$6,498.00	10%	\$722.00	0%	\$0.00
65	FAA	Geotechnical Evaluation and Pavement Study	LS	1	\$24,631.00	\$24,631.00	90%	\$22,167.90	10%	\$2,463.10	0%	\$0.00
Total Part III FY20 and 21 Federal						\$103,325.02		\$92,092.52		\$10,232.50		\$0.00
Total Project Cost						\$2,222,405.00		\$1,992,064.52		\$26,899.15		\$94,388.35

<u>FAA Grant and FAIN</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
3-13-SBGP-049-2022	7/5/2022	\$1,749,972.00	22170	AVIA
3-13-SBGP-025-2019	7/22/2019	\$150,000.00	22147	AVIA
3-13-SBGP-030-2020	7/27/2020	\$92,092.52	22153	AVIA
3-13-SBGP-030-2020	7/27/2020	\$16,666.65	22153	AVCA
3-13-SBGP-038-2021	7/7/2021	\$10,232.50	22160	AVAP
FY23 State	N/A	\$94,388.35	01225	AVIA
Total Maximum Obligation of State and Federal Funds this Contract:		\$2,113,352.02		

EXHIBIT B

**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	BALDWIN COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T006989-AP023-9060-28(009) BALDWIN – REHABILITATE RUNWAY 10-28; REPLACE WINDCONE AND SEGMENTED CIRCLE AT THE BALDWIN COUNTY REGIONAL AIRPORT IN MILLEDGEVILLE, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ 184538 _____ 1/27/2009 _____
 Federal Work Authorization User Identification Number Date of Authorization
 (EEV/E-Verify Company Identification Number)
 _____ BALDWIN COUNTY _____
 Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____ _____
 Printed Name (of Authorized Officer or Agent of Contractor) Title (of Authorized Officer or Agent of Contractor)
 _____ _____
 Signature (of Authorized Officer or Agent) Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

 Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: BALDWIN COUNTY

DRAFT

ATTACHMENT A

Department of Transportation
State of Georgia

JULY 24, 2022

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T006989/AP023-9060-28(009)BALDWIN
REHABILITATE RUNWAY 10-28; REPLACE WINDCONE AND SEGMENTED CIRCLE AT THE BALDWIN
COUNTY REGIONAL AIRPORT IN MILLEDGEVILLE, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

DRAFT

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

DRAFT

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

DRAFT

ATTACHMENT B
SPECIAL CONDITIONS

Airport Layout Plan. The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as applicable. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).

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

- a. Furnish a construction management program to the State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.
- i. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under this Agreement.

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

State Highway Specifications. The Sponsor agrees that because State highway specifications will be used or airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).

Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

Protection of Runway Protection Zone - Easement. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

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