



(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 THREE HUNDRED SEVENTY-SEVEN THOUSAND EIGHTY and 00/100 Dollars (\$2,377,080.00). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY-FOUR and 00/100 Dollars (\$118,854.00) and federal funds in the amount of TWO MILLION ONE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED SEVENTY-TWO and 00/100 Dollars (\$2,139,372.00) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the Project which is TWO MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED TWENTY-SIX and 00/100 Dollars (\$2,258,226.00). However, 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 95% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the SPONSOR'S local share of the Project is in the amount of ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY-FOUR and 00/100 Dollars (\$118,854.00).

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 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications, 2016 Edition and Special Provisions included in Attachment A and made a part of this Contract 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.

(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 JANUARY 31, 2023, whichever comes first.

(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.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the MAYOR of the CITY OF CARTERSVILLE, who has been duly authorized by the CITY OF CARTERSVILLE, who have hereto set their hands this day and year hereafter written.

GEORGIA DEPARTMENT OF TRANSPORTATION BY: CITY OF CARTERSVILLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER (SEAL)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRINTED NAME

ATTEST: \_\_\_\_\_  
Treasurer

This Contract approved by

CITY OF CARTERSVILLE

at a meeting held at:

DRAFT

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
Federal ID/IRS #

CARTERSVILLE AIRPORT  
CARTERSVILLE, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP021-9051-34(015) Bartow  
T007532

Improve Runway Safety Area Phase II (EMAS Blocks RW 19 Departure)

| ITEM   | SPEC | DESCRIPTION                            | UNIT | QTY          | UNIT PRICE | TOTAL                 | FEDERAL FUNDS         | %   | STATE FUNDS         | %  |
|--|------|--|------|--------------|------------|-----------------------|-----------------------|-----|---------------------|----|
| <b>Part I Federal Funds FY20 - SBGP-037-2020</b> |      |  |      |              |            |                       |                       |     |                     |    |
| 1  | FAA  | EMAS Blocks                            | EA   | 2,377,080.00 | \$1.00     | \$2,377,080.00        | \$2,139,372.00        | 90% | \$118,854.00        | 5% |
|  |      | <b>Total Part I Federal Funds FY20</b> |      |              |            | <b>\$2,377,080.00</b> | <b>\$2,139,372.00</b> |     | <b>\$118,854.00</b> |    |
|  |      | <b>TOTAL PROJECT COST</b>              |      |              |            | <b>\$2,377,080.00</b> | <b>\$2,139,372.00</b> |     | <b>\$118,854.00</b> |    |

| <u>FAA GRANT AND FAIN</u>   | <u>AWARD DATE</u> | <u>AMOUNT</u>         | <u>FUND SOURCE</u> |
|---|-------------------|-----------------------|--------------------|
| 3-13-SBGP-037-2020  | 9/23/2020         | \$2,139,372.00        | 22158              |
| FY21 STATE  | N/A               | <u>\$118,854.00</u>   | 01211              |
| <b>Total Maximum Obligation of Federal and State Funds this Contract:</b> |                   | <b>\$2,258,226.00</b> |                    |

## 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



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Table with 2 columns: Contractor's Name, Solicitation/Contract No./ Call No. or Project Description. Row 1: City of Cartersville. Row 2: T007532/AP021-9051-34(015) Bartow, Improve Runway Safety Area Phase II (EMAS Blocks RW 19 Departure) at the Cartersville Airport in Cartersville, 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:

109605
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

4/21/2008
Date of Authorization

City of Cartersville
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: City of Cartersville

ATTACHMENT A

Department of Transportation  
State of Georgia

NOVEMBER 19, 2020

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007532/AP021-9051-34(015) BARTOW  
IMPROVE RUNWAY SAFETY AREA PHASE II (EMAS BLOCKS RW 19 DEPARTURE) AT THE  
CARTERSVILLE AIRPORT IN CARTERSVILLE, GA

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| 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**

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*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**

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**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**