

STATE OF GEORGIA

COUNTY OF WHITFIELD

FIRST AMENDMENT TO CONTRACT FOR
APRON REHABILITATION – PHASE II

DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA

THIS FIRST AMENDMENT is made to the existing contact between the CITY OF DALTON, as Owner, and NORTHWEST GEORGIA PAVING, INC., as Contractor, to contract of April 5, 2023 for Apron Rehabilitation – Phase II at the Dalton Municipal Airport, Dalton, Georgia (“the Contract”) as follows:

In consideration of Ten and no/100's (\$10.00) Dollars and other good and valuable consideration, acknowledged by each party to be received of the other, including the obligations, duties, and payments to be made, kept, and observed under the Contract, the parties add as an Addendum to the Contract in Division 5 – FAA General Contract Provisions at page 161 of the Contract under SPECIAL PROVISION: Section 100 Construction Contract Clauses, Part III – MISCELLANEOUS CONTRACT PROVISIONS the following clause:

“R. PROCUREMENT OF RECOVERED MATERIALS

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

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

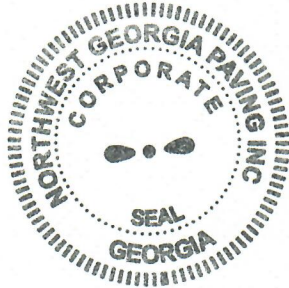
The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.”

The foregoing clause shall be and remain as part of the Contract as if originally contained therein.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT in triplicate this 10th day of May, 2023.



NORTHWEST GEORGIA PAVING, INC.

By: [Signature] L.S.

Title: Project Manager
(Seal)

Attest: [Signature] L.S.
Secretary

Signed and sealed in
the presence of:

[Signature] L.S.

[Signature] L.S.

CITY OF DALTON

By: _____ L.S.

Title: Mayor

Attest: _____ L.S.

City Clerk

Signed and sealed in
the presence of:

_____ L.S.

_____ L.S.

APPROVED AS TO FORM BEFORE
EXECUTION:

By: _____ L.S.

Attorney for City of Dalton