

Revised November 10, 2021

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP022-9052-43(313)
PID - T007542

WHITFIELD

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 the CITY OF DALTON (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:

ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS AT THE DALTON MUNICIPAL AIRPORT IN DALTON, 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. T007542/AP022-9052-43(313) WHITFIELD, prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in Attachment A, 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 June 26, 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 EIGHT HUNDRED THOUSAND SIX HUNDRED TWENTY-THREE and 40/100 Dollars (\$800,623.40). 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 SEVEN HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-FOUR and 36/100 Dollars (\$737,274.36).

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 EIGHTY-THREE THOUSAND ONE HUNDRED and 00/100 Dollars (\$83,100.00) 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 SIX HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED SEVENTY-FOUR and 36/100 Dollars (\$654,174.36) 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 SIXTY-THREE THOUSAND THREE HUNDRED FORTY-NINE and 04/100 Dollars (\$63,349.04).

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 and all claims against SPONSOR will be handled through _____

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 APRIL 30, 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.

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

DEPARTMENT OF TRANSPORTATION:

CITY OF DALTON:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by
CITY OF DALTON
at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP022-9052-43(313) Whitfield
PID-T007542**

ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS

| ITEM | SPEC | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL | % | FEDERAL FUNDS | % | FEDERAL FUNDS | % | STATE FUNDS |
|---|------|--|------|-----------|------------|---------------------|-----|---------------------|-----|--------------------|-----|--------------------|
| Land Acquisition; DBE Update | | | | | | | | | | | | |
| Part 1 Federal Funds FY18A and FY20A - SBGP-022-2018 & SBGP-030-2020 | | | | | | | | 22142 | | 22153 | | 01217 |
| 1 | FAA | Project Formulation | LS | 1519 | \$1.00 | \$1,519.00 | 90% | \$1,367.10 | 10% | \$151.90 | 0% | \$0.00 |
| 2 | FAA | Survey Work (Parcels 64 & 67) | LS | 17092 | \$1.00 | \$17,092.00 | 90% | \$15,382.80 | 10% | \$1,709.20 | 0% | \$0.00 |
| 3 | FAA | Environmental Services (Parcels 64 & 67) | LS | 5171 | \$1.00 | \$5,171.00 | 90% | \$4,653.90 | 10% | \$517.10 | 0% | \$0.00 |
| 4 | FAA | Appraisals (Parcels 64 & 67) | LS | 8415 | \$1.00 | \$8,415.00 | 90% | \$7,573.50 | 10% | \$841.50 | 0% | \$0.00 |
| 5 | FAA | Land Acquisition: Negotiations & Documentation (Parcels 64 & 67) | LS | 10245 | \$1.00 | \$10,245.00 | 90% | \$9,220.50 | 10% | \$1,024.50 | 0% | \$0.00 |
| 6 | FAA | Exhibit A Update | LS | 627 | \$1.00 | \$627.00 | 90% | \$564.30 | 10% | \$62.70 | 0% | \$0.00 |
| 7a | FAA | Acquisition Cost Parcel 64 Fee Simple Purchase | LS | 123597.5 | \$1.00 | \$123,597.50 | 90% | \$111,237.75 | 10% | \$12,359.75 | 0% | \$0.00 |
| Total Part 1 Federal Funds FY18A and FY20A | | | | | | \$166,666.50 | | \$149,999.85 | | \$16,666.65 | | \$0.00 |
| Part 2 Federal Funds FY18A and FY21 - SBGP-022-2018 & SBGP-038-2021 | | | | | | | | 22142 | | 22160 | | |
| 7b | FAA | Acquisition Cost Parcel 64 Fee Simple Purchase | LS | 25634.46 | \$1.00 | \$25,634.46 | 90% | \$23,071.01 | 10% | \$2,563.45 | 0% | \$0.00 |
| 7c | FAA | Acquisition Cost Parcel 64 Fee Simple Purchase | LS | 213470.35 | \$1.00 | \$213,470.35 | 90% | \$192,123.32 | 0% | \$0.00 | 0% | \$0.00 |
| Total Part 2 Federal Funds FY18A and FY21 | | | | | | \$239,104.81 | | \$215,194.33 | | \$2,563.45 | | \$0.00 |
| Part 3 Federal Funds FY20A and FY21 - SBGP-030-2020 & SBGP-038-2021 | | | | | | | | 22153 | | 22160 | | |
| 7d | FAA | Acquisition Cost Parcel 64 Fee Simple Purchase | LS | 141032 | \$1.00 | \$141,032.00 | 90% | \$126,928.80 | 10% | \$14,103.20 | 0% | \$0.00 |
| 7e | FAA | Acquisition Cost Parcel 64 Fee Simple Purchase | LS | 25634.67 | \$1.00 | \$25,634.67 | 90% | \$23,071.20 | 0% | \$0.00 | 0% | \$0.00 |
| Total Part 3 Federal Funds FY20A and FY21 | | | | | | \$166,666.67 | | \$150,000.00 | | \$14,103.20 | | \$0.00 |
| Part 4 Federal Funds FY21 - SBGP-038-2021 | | | | | | | | 22160 | | | | |
| 7f | FAA | Acquisition Cost Parcel 64 Fee Simple Purchase | LS | 52124.42 | \$1.00 | \$52,124.42 | 90% | \$46,911.98 | 0% | \$0.00 | 0% | \$0.00 |
| 8 | FAA | Acquisition Cost Parcel 67 Avigation Easement Purchase | LS | 52400 | \$1.00 | \$52,400.00 | 90% | \$47,160.00 | 0% | \$0.00 | 0% | \$0.00 |
| 9 | FAA | DBE Update FY21-23 | LS | 12861 | \$1.00 | \$12,861.00 | 90% | \$11,574.90 | 0% | \$0.00 | 0% | \$0.00 |
| Total Part 4 Federal Funds FY21 | | | | | | \$117,385.42 | | \$105,646.88 | | \$0.00 | | \$0.00 |
| Install AWOS | | | | | | | | | | | | |
| Part 5 State Funds FY22 | | | | | | | | | | | | |
| 10 | FAA | Airport Weather Advisor AWA-30PT System | EA | 107880 | \$1.00 | \$107,880.00 | 0% | \$0.00 | 0% | \$0.00 | 75% | \$80,910.00 |
| 11 | FAA | NADIN Annual Service (1st year only) | EA | 920 | \$1.00 | \$920.00 | 0% | \$0.00 | 0% | \$0.00 | 75% | \$690.00 |
| 12 | FAA | Shipping and Freight | EA | 2000 | \$1.00 | \$2,000.00 | 0% | \$0.00 | 0% | \$0.00 | 75% | \$1,500.00 |
| Total Part 5 State Funds FY22 | | | | | | \$110,800.00 | | \$0.00 | | \$0.00 | | \$83,100.00 |
| Total Project Cost | | | | | | \$800,623.40 | | \$620,841.06 | | \$33,333.30 | | \$83,100.00 |

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

**GDOT PROJECT NUMBER: AP022-9052-43(313) Whitfield
PID-T007542**

ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS

| ITEM | SPEC | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL | % | FEDERAL FUNDS | % | FEDERAL FUNDS | % | STATE FUNDS |
|------|------|-------------|------|----------|------------|-------|---|---------------|---|---------------|---|-------------|
|------|------|-------------|------|----------|------------|-------|---|---------------|---|---------------|---|-------------|

| <u>Federal Grant # and FAIN</u> | <u>Award Date</u> | <u>Amount</u> | <u>Fund Source</u> | <u>Activity Code</u> |
|---|-------------------|---------------------|--------------------|----------------------|
| 3-13-SBGP-022-2018 | 6/13/2018 | \$365,194.18 | 22142 | AVIA |
| 3-13-SBGP-030-2020 | 7/27/2020 | \$150,000.00 | 22153 | AVIA |
| 3-13-SBGP-030-2020 | 7/27/2020 | \$16,666.65 | 22153 | AVCA |
| 3-13-SBGP-038-2021 | 7/8/2021 | \$105,646.88 | 22160 | AVIA |
| 3-13-SBGP-038-2021 | 7/8/2021 | \$16,666.65 | 22160 | AVCA |
| FY22 STATE | N/A | <u>\$83,100.00</u> | 01217 | AVIA |
| Total Maximum Obligation of Federal and State Funds this Contract: | | \$737,274.36 | | |

EXHIBIT B

**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of CITY OF DALTON whose address is 300 WEST WAUGH STREET, #317, DALTON, GA 30722-1205, 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: | City of Dalton |
| Solicitation/Contract No./ Call No. or Project Description: | T007542/AP022-9052-43(313) Whitfield Acquire Land/Easement Rwy 32 RPZ; DBE Update FY21-23; Replace AWOS at the Dalton Municipal Airport in Dalton, 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:

46948
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/10/2007
Date of Authorization

City of Dalton
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 Dalton _____

ATTACHMENT A

Department of Transportation
State of Georgia

MARCH 18, 2022

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007542/AP022-9052-43(313) WHITFIELD
ACQUIRE LAND/EASEMENT RWY 32 RPZ; DBE UPDATE FY21-23; REPLACE AWOS AT THE DALTON
MUNICIPAL AIRPORT IN DALTON, GA

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

First Use Date 2021 Specifications: April 16, 2021

**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.

First Use Date 2021 Specifications: April 16, 2021

**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.