

AGREEMENT
FOR
AIRPORT ENGINEERING DESIGN and/or PLANNING ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

**One Georgia Center
600 W. Peachtree St., NW
Atlanta, Georgia**

And

City of Dalton

**Project Number: AP019-9036-38(313) Whitfield County
PID - T006765**

This Agreement, entered into _____, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the City of Dalton, hereinafter called the "SPONSOR".

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the City of Dalton; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (FAA) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for the City of Dalton.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I

SCOPE AND PROCEDURE

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and made a part hereof the same as if fully set out herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

ARTICLE II

AUTHORIZATION AND APPROVAL

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the DEPARTMENT is reached or until November 30, 2020, whichever comes first.

ARTICLE III

COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE IV

SUBCONTRACT AND EMPLOYMENT RESTRICTIONS

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE V

REVIEW OF WORK

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

ARTICLE VI

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent allowed by law, the SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its' officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its' officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR's negligent acts, errors or omissions

in the performance of its' professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

ARTICLE VII INSURANCE

Prior to beginning the work, the SPONSOR and any subcontractor or consultant shall obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance or proof of acceptable self-insurance.

- 1) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- 2) Public Liability Insurance in an amount no less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- 3) Property Damage Insurance in an amount not less than fifty thousand dollars (\$50,000) on an account of any one occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- 4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of this Agreement.

ARTICLE VIII COMPENSATION

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT, as defined in Exhibit B, shall not exceed ONE HUNDRED FIFTY-NINE THOUSAND TWO HUNDRED EIGHTY-ONE and 5/100 (\$159,281.05).

The DEPARTMENT'S participation in the PROJECT shall be limited to ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED ELEVEN and 52/100 dollars (\$150,511.52) which includes state funds in the amount of SEVEN THOUSAND ONE HUNDRED FIFTY-EIGHT and 65/100 dollars (\$7,158.65) and federal funds in the amount of ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTY-TWO and 87/100 dollars (\$143,352.87) for the PROJECT as summarized in Exhibit B. However, if the sum total of the

actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR. It is further understood the sponsor's local share of the project is in the amount of EIGHT THOUSAND SEVEN HUNDRED SIXTY-NINE and 53/100 Dollars (\$8,769.53).

ARTICLE IX

MONTHLY PAYMENT

Payments by the DEPARTMENT shall be made upon the submission of monthly itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, 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.

ARTICLE X

FINAL PAYMENT

It is further agreed that ~~after completion of the work~~, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

ARTICLE XI
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the project and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XII
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days 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.

ARTICLE XIII
PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same shall constitute grounds for termination of the Agreement without indemnity to the SPONSOR.

ARTICLE XIV

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XV

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVI

COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-28 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through

50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full, as stated in Exhibit D of this Agreement.

- D. Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR 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.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the “Georgia Security and Immigration Compliance Act” have been complied with in full, as stated in Exhibit I of this Agreement.
- F. Exhibits D through I are attached hereto and incorporated herein by reference.
- G. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the **“TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS”**, dated April 3, 2014. A copy of the compliance document is available from the DEPARTMENT’S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.
- H. 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.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS THEREOF said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION BY: CITY OF DALTON:

Commissioner

DATE: _____

MAYOR

ATTEST: _____
(SEAL)

PRINTED NAME

THIS CONTRACT APPROVED BY:

CITY OF DALTON

AT A MEETING HELD AT:

DATE: _____

CLERK (SEAL)

FEDERAL ID/IRS#

STATE OF GEORGIA

(Political Subdivision)

BE IT RESOLVED by _____ and it is
hereby resolved, that an agreement, relative to airport engineering for _____
_____ with the Department of Transportation, State of Georgia and that
the Honorable _____, as _____
is hereby authorized and directed to execute the same for and on behalf of the _____

(Political Subdivision)

Passed and adopted, this ____ day of _____, 20__.

ATTEST

Clerk of (Political Subdivision)

Contracting Official & Title

STATE OF GEORGIA

(Political Subdivision)

do hereby certify that I am custodian of the books and records of _____
_____, and that the above and foregoing is a true and correct copy of the original
resolution now on file in my office and same was passed and adopted by the _____
_____ on the date indicated above.

Witness by hand and official signature this ____ day of _____, 20__.

Clerk of (Political Subdivision)

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

**EXHIBIT A
SCOPE OF WORK**

AIRPORT LAYOUT PLAN UPDATE

**GDOT Project Number AP019-9036-38(313) Whitfield County
PID – T006765**

INTRODUCTION

This scope of services identifies requisite elements necessary to update the existing Dalton Municipal Airport Layout Plan (ALP) drawing set and narrative report on file for the City of Dalton. An ALP drawing set and narrative report will be the final products of this project and will identify improvements necessary to accommodate aviation activity at the airport during the 20-year planning period, serve as the airport's guide to future development, and meet grant assurance requirements to maintain a current, approved ALP. The Aviation Program Office of the Georgia Department of Transportation (Department) will review and conditionally approve these ALP documents on behalf of the Federal Aviation Administration (FAA), under the State Block Grant Program.

Components and preparation for both the Airport Layout Plan (ALP) narrative and the drawings set include all items in the FAA's Standard Operating Procedures (SOPs) 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*, dated October 1, 2013, and FAA Advisory Circular (AC) 150/5300-13A (latest change), *Airport Design*, and other applicable FAA Orders, Federal Aviation Regulations (FAR) and ACs. Additionally, the ALP update will be completed in accordance with applicable portions of the following (latest change):

- FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*;
- FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*;
- FAA Order 8260.3B, *United States Standard for Terminal Instrument Procedures (TERPS)*;
- 14 CFR Part 77, *Objects Affecting Navigable Airspace*;
- FAA Order 5000.3D, *Coordination with the Federal Highway Administration*;
- FAA Order 7400.2, *Procedures for Handling Airspace Matters*;
- FAA Order 5090.3C, *Field Formulation of the National Plan of Integrated Airport Systems (NPIAS)*;
- FAA Order 5100.38D, *Airport Improvement Program (AIP) Handbook*;
- FAA Order 7031.2C, *Airway Planning Standard Number One – Terminal Air Navigation Facilities and Air Traffic Control Standard*;
- Other FAA Advisory Circulars, Orders and Regulations, as required.

The Consultant will be responsible for submitting a completed copy of the ALP checklist with the ALP submittal to the airport, GDOT, and FAA. The ALP will contain sufficient data to obtain approvals from the FAA.

ELEMENT 1: PROJECT FORMULATION

The Consultant will prepare a scope of work, time schedule, and man-hour fee proposal for the City of Dalton's approval.

ELEMENT 2A: NARRATIVE REPORT

- **INTRODUCTION**

The Consultant will start the report off with a succinct introduction that will explain and identify objectives, key issues, and the purpose of the ALP update.

- **INVENTORY OF EXISTING CONDITIONS**

The Consultant will collect Airport and community data from the FAA, the Department, the airport sponsor and other available sources. This will include both data relative to the Dalton Municipal Airport and the surrounding community, such as land use plans and zoning regulations. Known environmental considerations will be noted during this element; however, a detailed environmental overview of potential impacts will only be prepared as a separate Environmental Assessment (EA). If an EA was completed prior to the start of this ALP Update, the findings from this EA must be included in the narrative report in order to fulfill the environmental requirements outlined in the FAA Checklist. In addition, the Consultant will perform inventories of all physical facilities within the present boundary of the airport, including buildings, runways, taxiways, aprons, internal roadways, visual and electronic approach aids. Specifically, the inventory will identify and describe existing facilities as to quality, type, and condition. In addition a description of the required aeronautical survey will be summarized to address topographic and obstruction survey needs to accomplish the ALP Update requirements.

- **FORECASTS OF AVIATION ACTIVITY**

The Consultant will utilize historical data on aeronautical activity collected in the Inventory of Existing Conditions task above, and in consideration of FAA Terminal Area Forecasts (TAF) and any other relevant aviation forecasts (i.e., state system plan forecasts), as well as appropriate local and regional demographic characteristics and forecasts, activity projections for the 5-, 10-, and 20-year time frames will be prepared by the Consultant. These forecasts will form the basis for the future airport development program. Socio-economic projections, past trends, and existing FAA and Georgia Statewide Airport System Plan forecasts will be reviewed and analyzed. The analysis will result in either the re-validation of a prior forecast or the establishment of newer simplified forecasts including:

- Based aircraft by type and number;
- Local/itinerant and total operations; and,
- Operations by activity types

• **FACILITY REQUIREMENTS**

The re-validation of the existing and future critical aircraft anticipated to use the Dalton Municipal Airport throughout the 20-year planning period will be identified. This also provides the airport design standards as defined in the FAA AC 150/5300-13A, *Airport Design*; Federal Aviation Regulation (FAR) Part 77; and other FAA ACs and Orders as appropriate. This element will be critical in the development of the ALP drawing set and will identify the following requirements:

- Airport Reference Code (ARC);
- Runway length;
- Runway and taxiway width;
- Runway Design Code (RDC);
- Approach Reference Code (APRC);
- Departure Reference Code (DPRC);
- FAR Part 77 Surfaces;
- Consideration of pavement needs and strength required;
- All appropriate runway and taxiway design standards;
- Obstruction clearing;
- Instrument approaches requirements;
- Lighting, marking, and signage; and,
- Wind coverage.

Additional analysis will be conducted to determine the requirements for the following facilities:

- T-hangar and open bay hangar space;
- Tie-down and transient aircraft apron;
- Terminal Facilities;
- Fuel storage;
- Navigational aids;
- Weather reporting capability;
- Maintenance requirements; and,
- Land acquisition.

The first four sections of the narrative report (i.e., Introduction, Inventory of Existing Conditions, Forecasts of Aviation Activity and Facility Requirements) will be submitted to GDOT as a working paper for review and approval prior to completing the subsequent sections of the Narrative Report. The Department is required to review and approve any aviation forecast as well as the critical aircraft determination. Once the Department approves the forecast and any revisions

requested on previous drafts, the Consultant will start work on the subsequent sections of the Narrative Report.

- **ALTERNATIVE ANALYSIS**

Alternative development layouts will be produced on an as-needed basis for each functional area, depending on the findings of the facility requirements. Any and all alternatives developed will comply with the applicable FAA design standards. A maximum of two (2) alternative layouts will be evaluated for each element analyzed. The merits and shortcomings for each alternative and the rationale for the preferred alternative will be explained in the narrative report. Conditions requiring analysis, such as declared distances, displaced threshold, or non-standard airport features that may require a Modification of Standards (MOS) will be documented in the narrative report and in the ALP drawing set. All preferred alternatives must be shown in the ALP drawing set.

- **IMPLEMENTATION PLAN**

This section of the narrative report will provide guidelines for recommended airport improvements that were identified in previous sections of the narrative report to be included in the next five-year Capital Improvements Plan (CIP). An explanation will be provided for each CIP project in the narrative report, and also listed in a table that shows each proposed project and the estimated federal, state and local cost for each project in the five-year CIP.

- **CAPITAL IMPROVEMENT PLAN**

This task will update the Airport Capital Improvement Plan (CIP) submitted annually to the Department. The CIP lists costs and phasing of proposed improvements at the airport and is required when applying for Federal and State funding assistance.

Developments recommended during the 20-year planning period will be classified in three general development phases. These phases represent the short (5 years), intermediate (10 years), and long-term (20 years) planning periods. The development costs will be broken into amounts eligible for Federal and State funding programs and amounts requiring local participation. Particular focus will be given to detailing estimated costs for short-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. A detailed five-year CIP will be provided to the FAA and the Department, and will be included in the narrative report. All applicable projects listed on the CIP must be shown in the ALP drawing set to be considered for federal and state funding.

ELEMENT 2B: AIRPORT LAYOUT PLANS

The Airport Layout Plan (ALP) drawing set will be prepared in digital drawing format. Shading and other techniques will be used to indicate the phasing of proposed airport improvement projects. The ALP drawing set will include topographic information obtained from GDOT, USGS mapping, and other federal and state agencies. All sheets within the ALP drawing set must follow the requirements listed in the FAA Checklist, and adhere to requirements set forth by the FAA AC 150/5300-13A, *Airport Design*; Federal Aviation

Regulation (FAR) Part 77; and other FAA ACs and Orders. Drawings that will be included in the ALP drawing set are as follows:

- **Title Sheet** - This sheet serves as the plan set cover sheet and provides information to include the airport name, airport sponsor and contact information, grant number, location, and ALP preparer. An index of drawings, graphic representations of the airport location (Scale 1"=500,000" or aeronautical sectional chart), and airport vicinity (Scale 1"=24,000" or USGS quadrangle map) will also be shown on the title sheet.
- **Airport Data Sheet** – This sheet will provide vital information pertinent to the airport, such as: runway and taxiway geometry information, safety critical information, wind information, etc. This sheet can also be combined with the Airport Layout Drawing, as long as the additional information does not clutter the drawing.
- **Airport Layout Drawing** – This sheet shows existing and future airport facilities and serves as the airport's 20-year development guide. The drawing will include existing and future airside and landside facility identifications, description labels, imaginary surfaces, and all required dimensions set forth by FAA requirements.
- **Airport Airspace Drawing** – This drawing depicts airport imaginary airspace surfaces based on 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace* for the full extent of all airport development. This drawing will show, in plan view over a USGS Quadrangle base map, all FAR Part 77 surfaces, based on the ultimate runway lengths. This sheet will also show profile views of ultimate approaches. If the profile views cannot fit on this sheet, then the profile views must be drawn on a separate sheet that directly follows the Airport Airspace Drawing sheet. In addition, the Airport Airspace Drawing sheet will also include obstruction data tables. Obstructions within the inner approaches will not be listed in these obstruction data tables, or shown on the drawing. All airspace obstructions for the portions of the surfaces excluded from the Inner Portion of the Approach Surface Drawing (i.e., FAR Part 77 primary, outer approach, horizontal, transitional, and conical surfaces) must be shown on the drawing.
- **Inner Portion of the Approach Surface Drawing** – This sheet depicts the plan and profile view of the inner portion of the approach surface to the runway and a tabular listing of all surface penetrations. The drawing will depict the airport imaginary airspace surfaces contained in 14 CFR Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The drawing will depict threshold siting surface associated with United States Standards for Instrument Procedures (TERPS). The drawing viewport(s) will be drawn from the runway threshold to a

point on the approach slope 100 feet above the runway threshold elevation. The size of the viewport may restrict each sheet to just one runway end in the plan and profile viewports. Obstruction data for these surfaces will be shown in data tables.

- **Runway Departure Surface Drawing** – This sheet is required for each runway that is designated for instrument departures. The drawing will depict departure surfaces in plan and profile, and adhere to the requirements set forth by the AC 150/5300-13A, *Airport Design*. The drawing viewport(s) will be drawn at a minimum scale of 1"=1000' Horizontal; 1"=100' Vertical to show the entire 40:1 departure surface. The size of the viewport may restrict each sheet to just one runway end for the plan and profile drawings. Obstruction data for these surfaces will be shown in data tables.
- **Terminal Area Plan Drawing** – This plan consists of one or more drawings with large-scale depiction of areas with significant terminal facility development. Such a drawing is typically an enlargement of a portion of the ALP. All separations between hangars and airside facilities, taxiways, and immovable objects will be shown with dimensions.
- **Airport Property Map/Exhibit A** – The Consultant must adhere to the requirements of the FAA AC 150/5100-17, *Land Acquisition and Relocation*. The project team has determined that an Exhibit "A" property map and boundary survey will be required. The Consultant will use FAA Checklist and the FAA ARP SOP 2.00 and 3.00 Exhibit "A" Guidance while preparing the Exhibit A drawing and all associated data tables.

ELEMENT 3: PROJECT DOCUMENTATION

Project documentation (deliverables) will consist of both the ALP drawing set and the narrative report. The narrative report will be printed on 8.5"x11" paper and will be spiral bound. The paper size of the ALP set will be 24"x36" (ARCH D). Any other ALP paper size must be coordinated with the Department prior to the printing of the ALP set. The steps of the deliverables process during the draft and final stages are as follows:

- **Initial Draft Submittal to the Department** – One electronic and hard copy each of the draft narrative report and Draft ALP drawing set will be delivered to the Department Planning Manager, along with a completed FAA Checklist 2.00 and 3.00.
- **FAA Circularization Draft Submittal to the Department** – Upon concurrence of the revisions based on Department comments, the Consultant will send two (2) spiral bound paper copies of the final narrative report, and two (2) paper copies of the full ALP drawing set to the Department Planning Manager, along with one electronic copy each of the final narrative report and ALP drawing set in PDF format.

- **Final Submittal to the Department** – Upon concurrence of revisions based on FAA and Department comments, the Consultant will send five locally approved paper copies of the ALP drawing set to the Department Planning Manager for Conditional Approval.

Interim electronic copies or paper copies may be required as needed for additional review. The Department will send the final narrative report and conditionally approved copies of the ALP drawing set to the Sponsor, FAA, and Consultant. Additional copies may be sent for approval if the Sponsor or Consultant would like additional stamped copies.

In addition to final ALP copies, the Consultant will also provide final copies of AutoCAD files to the Airport Sponsor and the Department. These files must be in 2010 DWG format, and saved on a compact disc (CD). Prior to the start of the ALP Update, the Consultant will coordinate with their sub- contracted surveying company that will be preparing the Geographic Information System (GIS) data, Planimetrics and Ortho-Rectified Aerials to ensure that all layers in the CAD files are layered according to Chapter 5 of the FAA AC 150/5300-18B, *Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS*.

ELEMENT 4: MEETINGS and COORDINATION

Two (2) meetings with the Department and the City are assumed for the ALP Update described in this scope of services. The first meeting will be an ALP kickoff meeting between the City of Dalton, the Consultant and the Department. The City of Dalton and the Consultant will coordinate with Department representatives to determine the best time for this meeting. The Consultant will schedule the second meeting with the City of Dalton once viable alternatives are found from the alternatives analysis phase of the ALP Update. The Consultant will work with the City of Dalton to select preferred alternatives to include in the five-year CIP and will depict the projects in the ALP drawing set.

**DALTON MUNICIPAL AIRPORT
DALTON, GEORGIA**

DRAFT

EXHIBIT B

SCHEDULE OF PAYMENTS

**GDOT PROJECT NUMBER: AP019-9036-38(313) Whitfield
PID-T006765**

Airport Layout Plan Update

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 Federal Funds - FY15A										
1a	FAA-5100-38D	Reimbursement from AP018-9033-37(313)-Septic and Electrical Items	EA	3420.97	\$1.00	\$3,420.97	90%	\$3,078.87	0%	\$0.00
Total Part 1						\$3,420.97		\$3,078.87		\$0.00
Part 2 Federal Funds - FY18A										
1b	FAA-5100-38D	Reimbursement from AP018-9033-37(313)-Septic and Electrical Items	EA	12684.64	\$1.00	\$12,684.64	90%	\$11,416.18	0%	\$0.00
2	FAA-5100-38D	ALP Project Formulation (Element 1)	EA	2133.13	\$1.00	\$2,133.13	90%	\$1,919.82	5%	\$106.66
3	FAA-5100-38D	ALP Narrative Report (Element 2a)	EA	24016.01	\$1.00	\$24,016.01	90%	\$21,614.41	5%	\$1,200.80
4	FAA-5100-38D	ALP Drawing Set (Element 2b)	EA	103111.6	\$1.00	\$103,111.60	90%	\$92,800.44	5%	\$5,155.58
5	FAA-5100-38D	ALP Project Documentation (Element 3)	EA	3890.4	\$1.00	\$3,890.40	90%	\$3,501.36	5%	\$194.52
6	FAA-5100-38D	ALP Meetings and Documentation (Element 4)	EA	10024.3	\$1.00	\$10,024.30	90%	\$9,021.80	5%	\$501.10
Total Part 2						\$155,860.08		\$140,274.00		\$7,158.65
Total Project Cost						\$159,281.05		\$143,352.87		\$7,158.65

<u>FAA Federal Grant and FAIN #</u>	<u>Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-016-2015	5/7/2015	\$3,078.87	22135
3-13-SBGP-022-2018	6/12/2018	\$140,274.00	22142
FY19 State	N/A	\$7,158.65	01191
Total Maximum Obligation of State and Federal Funds this Contract:		\$150,511.52	

EXHIBIT C

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DRAFT

EXHIBIT D

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

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

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

EXHIBIT D

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm of _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying' in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid that it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

DRAFT

EXHIBIT F

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

DRAFT

Date

Commissioner, Georgia Department of Transportation

EXHIBIT G

PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Clerk

(SEAL)

EXHIBIT G-1

Instructions for Appendix G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H

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 \$175,000.00 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 \$175,000.00 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



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Dalton
Solicitation/Contract No./ Call No. or Project Description:	T006765/AP019-9036-38(313) Whitfield Airport Layout Plan Update 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:

<u>46948</u>	<u>7/10/2007</u>
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)	Date of Authorization
<u>City of Dalton</u>	
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: _____