



Newnan-Coweta County Airport Authority

Regular Meeting Session

~ Agenda ~

115 Airport Road
Newnan, GA 30263
www.coweta.ga.us

Fran Collins
770.254.2601

Thursday, March 9, 2023

9:00 AM

Commission Chambers

Call to Order

Attendee Name	Present	Absent	Late	Arrived
Chairman Joe Rutkiewicz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vice-Chairman Hank Moody	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Secretary Lee Moody	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authority Member Janice Laws Robinson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authority Member Edward Davidson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Airport Manager Calvin Walker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assistant Airport Manager Nate Schattner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Attorney Nathan Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Airport Engineer Phil Eberly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clerk Fran Collins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Meeting Called to Order

Notification of Location of Rules

REGULAR SESSION

APPROVAL OF THE MINUTES

1. Thursday, January 26, 2023

SUPPLEMENTAL AGENDA

PUBLIC COMMENTS-ITEMS ON THE AGENDA

NEW BUSINESS

2. Request to Submit a Contract with GDOT Associated with Phase 1 of the Perimeter Fencing Project to the Board of Commissioners for Approval
3. Request Approval/Execution of Task Order # 18 with Lead Edge Design Group Associated with the Construction of Phase 1 of the Perimeter Fencing Project
4. Request Approval/Execution of a Contract with Natural Enclosures Fence Company Associated with Construction of Phase 1 of the Perimeter Fencing Project

UPDATES FOR THE AUTHORITY

5. Update from the Airport Manager
6. Update from the Airport Sponsor
7. Update from the Airport Engineer

SUPPLEMENTAL ITEMS

PUBLIC COMMENTS-ITEMS NOT ON THE AGENDA

EXECUTIVE SESSION - In accordance with O.C.G.A. 50-14-4

REGULAR SESSION

AFFIDAVIT

ADJOURNMENT

As set forth in the Americans with Disabilities Act of 1992, the Coweta County government does not discriminate on the basis of disability and will assist citizens with special needs given proper notice (seven working days). For more information, please contact ADA Coordinator Chuck Lee at 770.254.2608.



Airport Authority

To: Newnan-Coweta County Airport Authority

From: Calvin Walker, Airport Manager

Date: 2/27/2023

RE: Contract with GDOT to Install Perimeter Fence, Phase I

Issue: Contract with GDOT Associated with Phase 1 of the Perimeter Fence Project

Discussion: On June 17, 2022, the Airport received notice of a tentative allocation of federal funding assistance for a phased installation of an airport perimeter fence for security and wildlife exclusion purposes. A bid opening was held on January 10, 2023, in which Natural Enclosures Fence Co., LLC of McDonough, GA was identified as the lowest bidder. The contract with the Georgia Department of Transportation (GDOT) explains that funding for this grant will include state funds in the amount of \$278,894.63, which is 75% of the base project (eight-foot-tall fence) cost.

Coweta County will be responsible for the other 25% of the grant funds (\$92,964.88), plus a differential of \$45,995.50 to pay for the additional two-foot fence height recommended in the Wildlife Hazard Site Visit report commissioned by GDOT dated November 19, 2012 (GDOT will not participate in funding the additional recommended two feet). This will bring the total fence height to ten (10) feet, and the total Coweta County contribution to \$138,960.38 [(AIRPORT PROJECT NO. AP023-9000-40(077) PID – T007516]

FINANCIAL IMPACT:

\$138,960.38 (Budget already approved for \$127,499)

Recommendation: Staff recommends that the Authority submit a contract with the Georgia Department of Transportation associated with Phase 1 of the perimeter fence installation project to the Board of Commissioners for approval.

Revised December 19, 2022

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP023-9000-40(077)
PID - T007516

COWETA

****LIMITED PARTICIPATION****

STATE OF GEORGIA ** DO NOT UNSTAPLE THIS BOOKLET...
 ENTER ALL REQUIRED INFORMATION
FULTON COUNTY 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 COWETA COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

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

INSTALL PERIMETER FENCE – PHASE I AT THE NEWNAN – COWETA COUNTY AIRPORT IN NEWNAN, 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. T007516/AP023-9000-40(077) COWETA prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2022.

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.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(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

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)

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. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(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) Compensation.

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

The total estimated cost of the Project is THREE HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-NINE and 50/100 Dollars (\$371,859.50). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-FOUR and 63/100 Dollars (\$278,894.63). This amount may be compromised of a combination of the following AIP and or AIG funds, as set forth specifically below.

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 to this Contract, the DEPARTMENT shall be obligated to pay its 75% 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.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-FOUR and 63/100 Dollars (\$278,894.63) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-FOUR and 63/100 Dollars (\$278,894.63) 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 ZERO and 00/100 Dollars (\$0.00) 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 NINETY-TWO THOUSAND NINE HUNDRED SIXTY-FOUR and 87/100 Dollars (\$92,964.87).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the

representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) 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 ZERO and 00/100 Dollars (\$0.00) 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 ZERO and 00/100 Dollars (\$0.00).

(4.2.3) 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.

(4.2.4) 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.

(4.3) Progress Payments. 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.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

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.

(4.4) Records. 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) Compliance with Laws and Standards.

(5.1) Laws. 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 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. 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 1**, 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 August 19, 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.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided

under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(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*):

shall obtain coverage from SPONSOR'S private insurance company

or cause SPONSOR'S consultant/contractor to obtain coverage
OR

is self-insured and all claims against SPONSOR will be handled through_____.

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 From 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 the end of the Term as set forth in Section 19, 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) Audit Requirements.

(14.1) State Audit. 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.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(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, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(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:

COWETA COUNTY:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

CHAIRMAN

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by

COWETA COUNTY

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)

**NEWNAN - COWETA COUNTY AIRPORT
NEWNAN, GEORGIA
SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION
GDOT PROJECT NUMBER: AP023-9000-40(077) Coweta
PID: T007516**

INSTALL PERIMETER FENCE - PHASE 1

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 State Funds FY22										02AVI
1	FAA	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$278,894.63 OR 75.0%, WHICHEVER IS LESS OF THE ACTUAL COST OF \$371,859.50. INSTALL PERIMETER FENCE - PHASE 1 - LIMITED PARTICIPATION	EA	1	\$371,859.50	\$371,859.50	0%	\$0.00	75%	\$278,894.63
Total Part 1 State Funds FY22						\$371,859.50		\$0.00		\$278,894.63
Total Project Cost						\$371,859.50		\$0.00		\$278,894.63

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
STATE FY22	N/A	<u>\$278,894.63</u>	02AVI	AVIA
Total Maximum Obligation of State Funds this Contract:		\$278,894.63		

**NEWNAN - COWETA COUNTY AIRPORT
NEWNAN, GEORGIA
SUMMARY OF CONSTRUCTION ITEMS - DETAIL SHEET
GDOT PROJECT NUMBER: AP023-9000-40(077) Coweta
PID: T007516**

INSTALL PERIMETER FENCE - PHASE 1

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 State Funds FY22										02AVI
1	C-105	Mobilization	LS	1	\$12,390.00	\$12,390.00	0%	\$0.00	75%	\$9,292.50
2	P-163	Construction Exit	EA	1	\$1,000.00	\$1,000.00	0%	\$0.00	75%	\$750.00
3	P164	8 Foot Chain Link Fence with Barbed Wire	LF	9,178	\$37.75	\$346,469.50	0%	\$0.00	75%	\$259,852.13
4	P-164	8 Foot Double-Swing Gate, 16 Foot Wide	EA	8	\$1,500.00	\$12,000.00	0%	\$0.00	75%	\$9,000.00
Total Part 1 State Funds FY22						\$371,859.50		\$0.00		\$278,894.63
Total Project Cost						\$371,859.50		\$0.00		\$278,894.63

<u>FAA Federal Grant and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
STATE FY22	N/A	<u>\$278,894.63</u>	02AVI	AVIA
Total Maximum Obligation of State Funds this Contract:		\$278,894.63		

Attachment: Atlanta - CCO - Contract 40 - Contract Draft (13684 : Contract with GDOT to Install Perimeter

EXHIBIT B

**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of COWETA COUNTY whose address is 22 EAST BROAD STREET, NEWNAN, GEORGIA 30263, 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: _____

Attachment: Atlanta - CCO - Contract 40 - Contract Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	COWETA COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T007516/AP023-9000-40(077) Coweta Install Perimeter Fence – Phase I at the Newnan - Coweta County Airport in Newnan, 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:

67423
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11/13/2007
Date of Authorization

COWETA COUNTY
Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)

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: COWETA COUNTY

EXHIBIT E

FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)



**FAA
Airports**

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will 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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

- public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
 - c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
 - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **([Selection Criteria: Sponsor Name])**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 an agency, a Member of Congress, an officer or employee of Congress, or an 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<p>* APPLICANT'S ORGANIZATION</p> <p>THIS CERTIFICATION REGARDING LOBBYING DOES NOT APPLY TO THIS CONTRACT.</p>	
<p>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</p>	
Prefix:	* First Name:
Middle Name:	
* Last Name:	Suffix:
* Title:	
* SIGNATURE:	* DATE:

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)

ATTACHMENT 1

Department of Transportation
State of Georgia

FEBRUARY 15, 2023

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007516/AP023-9000-40(077) COWETA
INSTALL PERIMETER FENCE – PHASE I AT THE NEWNAN – COWETA COUNTY AIRPORT IN NEWNAN,
GA

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

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)

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.

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)

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.

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)

**ATTACHMENT 2
SPECIAL CONDITIONS**

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.

Attachment: Atlanta - CCO - Contract 40_Contract_Draft (13684 : Contract with GDOT to Install Perimeter Fence - Phase 1)



Airport Authority

To: Newnan-Coweta County Airport Authority

From: Calvin Walker, Airport Manager

Date:

RE: Task Order # 18 for Construction Phase 1 of the Perimeter Fencing Project

Issue: Task Order # 18 with Lead Edge Design Group Associated with the Construction Phase of the Security and Fencing Project

Discussion: Task Order # 18 with Lead Edge Design Group, Inc. covers the construction phase of Phase 1 of the security and fencing project at the Airport.

FINANCIAL IMPACT:

\$41,100

Recommendation: Staff recommend that the Authority execute Task Order # 18 with Lead Edge Design in the amount of \$41,100 associated with the construction phase of Security and Wildlife Fencing project, contingent upon execution of a contract with GDOT with the Airport Sponsor.

**TASK ORDER NO. 18
SECURITY AND WILDLIFE FENCING
NEWNAN-COWETA COUNTY AIRPORT
NEWNAN, GEORGIA**

This Task Order is written pursuant to the basic agreement entitled General Services Agreement, executed on October 21st, 2020. The referenced basic agreement pertains to proposed improvements to the Newnan-Coweta County Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the Newnan-Coweta County Airport Authority (Owner) and Lead Edge Design Group, Inc. (Engineer), sets forth the project description, project schedule, and engineering fees related to the Construction Phase for the Security and Wildlife Fencing – Phase 1 project at the Newnan-Coweta County Airport.

SECTION I - PROJECT DESCRIPTION

The project is to consist of:

- A. Construction phase services for the Security and Wildlife Fencing Phase 1 project.

SECTION II - PROJECT SCHEDULE

From the time the Owner approves this Task Order, the Engineer shall begin construction phase services for the project.

SECTION III - SCOPE OF SERVICES

Engineer will provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, this project will include:

- A. Perform construction staking of the proposed fence line based on design location.
- B. Provide construction phase services for the Security and Wildlife Fencing Phase 1 project, which includes construction administration and conducting 8 site visits during the construction of the project.
- C. Attend the Preconstruction Conference and the Final Inspection.

Services not included in this Task Order:

- A. Predesign geotechnical investigation
- B. Topographic survey for design
- C. 3-year Disadvantaged Business Enterprise Plan or Disadvantaged Business Enterprise Plan for a specific project
- D. Engineers design report
- E. ALP Update
- F. Design phase services
- G. Bid phase services

- H. Geotechnical quality assurance testing during construction
- I. Record drawings
- J. Utility location, removal, or relocation
- K. Preparation of design drawings, specifications, and contract documents
- L. As-built surveys
- M. Assistance with obtaining permits
- N. Agency permit fees
- O. Environmental services
- P. Removal or mitigation of hazardous materials
- Q. Printing and shipping

SECTION IV - FEES AND PAYMENTS

The following fees are to be paid to the Engineer as compensation for these services:

- A. Basic services – Construction phase: \$ 31,700.00
- B. Special services – Surveying services: \$ 9,400.00

SECTION V - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic General Services Agreement shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed as of the date and year first written herein.

**NEWNAN-COWETA COUNTY AIRPORT
AUTHORITY**

LEAD EDGE DESIGN GROUP, INC.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____



Airport Authority

To: Newnan-Coweta County Airport Authority

From: Calvin Walker, Airport Manager

Date:

RE: Contract with Natural Enclosures Fence Company Associated with Construction of Phase 1 of the Perimeter Fencing Project

Issue: Construction of Phase 1 fencing and gate

Discussion: Natural Enclosures Fence Co., LLC will construct ten (10) feet of fencing and install a 10-foot gate associated with Phase 1 of the security and wildlife fencing project.

FINANCIAL IMPACT:

\$417,855 GDOT Grant

Recommendation: Staff recommends that the Authority execute a contract with Natural Enclosures Fence Company, LLC in the amount of \$417,855 associated with Phase 1 of the security and wildlife fencing project, contingent upon execution of a contract with GDOT with the Airport Sponsor.

CONSTRUCTION CONTRACT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this ____ day of _____, _____ by and between the **Newnan-Coweta County Airport Authority**, a body politic and corporate under the State of Georgia (hereinafter the "Owner") and **Natural Enclosures Fence Co. LLC** a Corporation, the address of which is **101 Jonesboro Road, McDonough, GA 30253**, (hereinafter the "Contractor"), and in the Contract Amount of **\$417,855.00**, comprising of the **Alternate Bid – 10 Foot Fence & 10 Foot Gate**.

W I T N E S S E T H:

WHEREAS, the Owner wishes to contract for the project identified as **SECURITY AND WILDLIFE FENCING PHASE 1**, and

WHEREAS, toward that end, Owner has engaged in a competitive procurement process in compliance with the requirements of federal law and Georgia law specifically; and

WHEREAS, during that process, the Contractor has represented to the Owner that its staff is qualified to provide the Work required in this Agreement in a professional, timely manner, and

WHEREAS, the Owner has relied upon the above representations by the Contractor, and

WHEREAS, having evaluated all bids received in the procurement process and having properly judged Contractor to be the lowest, most responsive and responsible bidder responding to such Invitation for Bids:

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 - DOCUMENTS INCORPORATED BY REFERENCE

1.1 This Contract includes the plans and specifications for the Project identified thereon as such, the Notice to Bidders, and all addenda thereto, as well as the Contractor's Bid submission, including all forms required in the Bid Documents for the project named above, including the Appendices, hereinafter referred to as the Project Manual. All these documents specified in this Article 1 are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract" or "Contract Documents"). Change Orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the Work issued by the Owner, and any other amendments properly executed by the Owner and the Contractor shall become and be a part of this Contract.

Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.

1.2 Federal Requirements. In addition to the documents and provisions incorporated in Article 1.1 above, the following provisions of federal law, whether statutory, regulatory in nature or origin, shall be and herewith are incorporated into this Contract, and Contractor and Owner shall abide by these requirements as if set forth verbatim herein, as the provisions referenced and incorporated may be amended from time to time. Contractor is specifically directed to the Mandatory Contract Provisions, which are incorporated herein by reference and made a part hereof, and are required to comply with all provisions set forth therein.

- 1.2.1 Buy American Certificate and Provisions – Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, Title 49 U.S.C. Chapter 501; AIP Program Guidance Letter 91-3
- 1.2.2 Civil Rights Act of 1964, Title VI – Contractor Contractual Requirements, 49 CFR Part 21; FAA AC 150/5000-15
- 1.2.3 Airport and Airway Improvement Act of 1982, Section 520- 49 U.S.C. §47123; FAA AC 150/5000-15 Paragraph 10c
- 1.2.4 Lobbying and Influencing Federal Employees – 49 CFR Part 20, Appendix A
- 1.2.5 Access to Records and Reports – 49 CFR Part 18.36(i); FAA Order 5100.38
- 1.2.6 Disadvantaged Business Enterprise – 49 CFR Part 26
- 1.2.7 Energy Conservation – 49 CFR Part 18.36, Public Law 94-163
- 1.2.8 Breach of Contract Terms – 49 CFR Part 18.36
- 1.2.9 Rights to Inventions – 49 CFR Part 18.36; FAA Order 5100.38
- 1.2.10 Trade Restriction Clause – 49 CFR Part 30.13; FAA Order 5100.38
- 1.2.11 Veteran’s Preference – 49 U.S.C. §47112(c); FAA AC 150/5100-6d
- 1.2.12 Copeland “Anti-Kickback” Act – 18 USC 874, as supplemented in Department of Labor regulations (29 CFR Part 3)
- 1.2.13 Davis Bacon Labor Provisions – 29 CFR Part 5; FAA AC 150/5100-6d
- 1.2.14 Equal Opportunity Clause – 41 CFR Part 60-1.4, Executive Order 11246; FAA AC 150/5100-15, Paragraph 22a
- 1.2.15 Certification of Non-Segregated Facilities – 41 CFR Part 60-1.8, Executive Order 11246; FAA AC 150/5100-15, Paragraph 22b
- 1.2.16 Notice of Requirement for Affirmative Action – 41 CFR Part 60-4.2, Executive Order 11246, FAA AC 150/5100-15, Paragraph 22c
- 1.2.17 Equal Employment Opportunity Specification – 41 CFR Part 60-4.3, Executive Order 11246; FAA AC 150/5100-15, Paragraph 22c
- 1.2.18 Termination of Contract- 49 CFR Part 18.36; FAA Order 5100.38
- 1.2.19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFR Part 29; FAA Order 5100.38
- 1.2.20 Contract Workhours and Safety Standards Act Requirements – 29 CFR Part 5.5; FAA AC 150/5100-6d
- 1.2.21 Clean Air and Water Pollution Control – 49 CFR Part 18.36(i)(12), Section 306 of the Clean Air Act, Section 508 of the Clean Water Act

1.3 Compliance with EEOC and other State and Federal Laws. To the extent set forth in the respective statutes, as amended from time to time, Contractor shall also comply with the provisions of:

- 1.3.1 Title VII of the Civil Rights Act of 1964;
- 1.3.2 Age Discrimination in Employment Act of 1967;
- 1.3.3 Title I of the Americans with Disabilities Act of 1990;
- 1.3.4 Equal Pay Act of 1963;
- 1.3.5 Fair Labor Standards Act of 1938; C-4
- 1.3.6 Immigration Reform and Control Act of 1986;
- 1.3.7 Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act

1.4 Contractor shall also comply with all applicable Federal, State, and Local laws not specified herein which may be applicable to any aspect of its activities under this Contract. By entering into this Contract, Contractor affirmatively warrants that Contractor, to the best of its knowledge, information, and belief, is currently in compliance with all the laws specified in this Article 1, and further warrants that during the term of this Contract, Contractor shall remain in compliance therewith, to the extent set forth herein.

ARTICLE 2 - REPRESENTATIONS OF THE CONTRACTOR

By executing this Contract, makes the following express representations to the Owner:

- 2.1 The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain throughout the effective term of this Contract, any and all licenses, permits and other authorizations necessary to act as the general contractor for, and to construct, the Project.
- 2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated.
- 2.3 The Contractor has received, reviewed and examined all of the documents which make up this Contract, including, but not limited to, all plans and specifications, and has found them, to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE 3 - INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

- 3.1 This Contract (along with its exhibits and all documents incorporated herein by reference), together with the Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.
- 3.2 Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.

3.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor.

3.4 When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3.5 Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3.6 The words "include," "includes," and "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

3.7 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

3.8 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the Owner of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the Owner, the project's Engineer, or any other individual associated with this Project, of any shop drawings or other submittals, shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the Owner, the Contractor shall assume responsibility for such performance and shall bear the costs for correction.

3.9 In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

3.9.1 As between this document and the plans or specifications, this document shall govern.

3.9.2 In the case of any conflict, discrepancy or inconsistency among any of the other Contract documents, the Contractor shall notify the Owner immediately upon discovery of same for resolution.

ARTICLE 4 - OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT

As between the Owner and the Contractor, the documents which make up this Contract, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects.

ARTICLE 5 - CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

5.1 The Contractor will complete the entire Work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Mandatory Contract Provisions and the Scope of Work, all as may be amended from time to time.

5.2 Contractor shall furnish any and all required surety bonds and insurance certificate(s) and endorsement(s).

5.3 Contractor shall provide or furnish, and promptly make payment for, labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, and other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

5.4 Contractor shall create and maintain a detailed and comprehensive copy of the drawings, specifications, addenda, change orders and other modifications depicting all as-built construction. Said items shall be submitted to the Owner, along with other required submittals, upon Completion of the Project, and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor. The Contractor shall prepare and submit final as-built drawings to the Owner.

ARTICLE 6 - TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

6.1 The Contractor shall commence the performance of this Contract on the date set forth in the Notice to Proceed issued by the Engineer, and shall diligently continue its performance to and until Completion of the Project. **The Contractor shall complete all Work within the time allowed as stated in the Proposal** (also hereinafter referred to as the "Contract Time"). Award/non-award of any or all bid alternates/additives will not change the specified completion date. By signing this Contract, the Contractor agrees that the Contract Time is a

reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The Contractor shall submit its initial progress schedule in accord with Article 10.7 below.

6.2 The Contractor shall pay the Owner the sum(s) listed in the Proposal for each and every calendar day that the Contractor fails to complete the Work within the specified contract time(s) set in the Proposal.

In addition to the sum per calendar day associated with failure to achieve final Completion within the specified contract time, an additional sum has been established in the Proposal for failure of the Contractor to complete the intermediate phase.

Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delay. If and when the Contractor overcomes the delay in achieving Completion for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

6.3 The term "Completion," as used herein, shall mean that point at which construction or acquisition of equipment is finished as evidenced by the project's Final Inspection.

6.4 All limitations of time set forth herein are material and are of the essence of this Contract.

6.5 Contractor agrees to perform punctually and diligently all parts of the Work at the time scheduled as determined in Article 10.7 below. In this connection, Contractor agrees that it will keep them continually informed of the progress of the job and will, upon its own initiative, confer with the Owner so as to plan its work in coordinated sequence with the work of the Owner and of others and so as to be able to expeditiously undertake and perform its work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the Owner for delays in performing the Work hereunder, other than for excusable delays, as set forth in 6.5.1 or 6.5.2 below, for which Contractor may be granted a reasonable extension of time.

6.5.1 If the Contractor is delayed at any time in the progress of the Work by any separate contractor employed by the Owner, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the Owner, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the contractor shall complete a recovery schedule in accordance with Section 80-03 of the General Provisions. The recovery schedule will demonstrate how the Contractor will adjust the work efforts to complete the

project within the time requirements. If the recovery schedule results in additional costs to the contractor that are justified and reasonable and agreed upon by the Owner, a change order will be processed adjusting the contract value. If the Owner does not agree with the additional costs associated with the recovery schedule, the Contractor shall request a time extension and if the Owner agrees, the contract time shall be extended by Change Order for such reasonable time, if any, as the Owner may determine that such event has delayed the progress of the Work, or overall completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.

6.5.2 If the Contractor is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) calendar days by any act or neglect of the Owner, an adjustment shall be made for any increase in the direct cost of performance of this contract (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Contract modified in writing accordingly. The Contractor must assert its right under this article by giving written notice to the Owner Department of Airports within ten (10) calendar days of the beginning of a delay, obstruction, hindrance or interruption by the Owner. No adjustment shall be made for any delay, obstruction, hindrance or interruption after final payment under this contract or to the extent that performance would have been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to, concurrent cause or fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. The direct costs described above shall be limited to those direct costs attributable solely to this project, and shall be subject to documentation and verification of costs as required by the Owner. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay. The Recovery Schedule requirements of Section 80-03 of the General Provisions apply to this section.

6.5.3 No claims will be considered for an extension of time unless the recovery schedule requirements in Section 80-03 of the General Provisions cannot be reasonably achieved as agreed to by the Owner. Any claim for extension of time shall be made in writing to the Owner, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

6.5.4 The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is required in Section 80-03 of the General Provisions or as reasonably requested by the Owner to demonstrate a delay in the progress of the Work or the overall project completion. If the Contractor does not comply with the above notice and documentation requirements, the Contractor shall waive the claim for the delay. The above notice and documentation requirements shall also be a condition precedent to the Contractor's entitlement to any extension of time.

6.5.5 Acceleration based on an approved recovery schedule under Section 80-03 of the General Provisions will be the Contractor's primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the Contractor for hindrances or delays solely caused by the Owner if such delays or hindrances are within the Owner's ability to control and are not partially caused by the Contractor or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the Owner or which arise from the Owner's actions under Article 9. Extensions of time will only be considered when the delay is unrecoverable.

6.5.6 Without limitation, the Owner's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the Owner's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances or interference compensable further than as described herein.

6.5.7 Seven (7) calendar days per month have been included in the project schedule as lost weather days. See Special Provisions-Supplemental General Provisions Article SGP-5.

ARTICLE 7 – PAYMENTS TO THE CONTRACTOR

7.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the estimated total of **the awarded Contract Amount**, plus subsequent adjustments, based in the quantities completed in an acceptable manner. The price set forth in this Subarticle 7.1 shall constitute the Contract Price, which shall not be modified except by Change Order or adjustment pursuant to approved unit prices, if any, as provided in this Contract.

7.2 Prior to review of the first payment request, the Contractor must submit to the Owner and receive the Owner's approval for the schedule of values apportioning the entire Contract Price among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the Owner requests (See also the specifications for additional information). The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been approved in writing by the Owner.

7.2.1 Format: Utilize the Table of Contents of the Project Manual; identify each line item with number and title of the Specifications Sections. Project overhead, bonds and insurance, profit, etc. shall not be identified in the Schedule of Values; the value of these items shall be equally distributed over all the elements of the Schedule.

7.3 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Article 7. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a payment request for the period ending the last calendar day of the previous month (the "Payment Request"). The Contractor shall invoice the Owner no less than every 21 days and no more than every 30 days after commencement of performance. Said Payment Request shall be in such format and include whatever supporting information as may be required by the Owner. Therein, the Contractor may request payment for ninety percent (90%) of that part of the Contract price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount of previous payments received from the Owner.

Contractor's Pay Request shall include, but is not limited to, the following supporting documents with each request:

- a. Invoice including all contract data; itemized accounting of work completed during the period, previous work completed and total work completed to date; withheld retainage; less previous pay request amounts; and net amount due this period. The pay request shall include a signed certification by the Contractor.
- b. Certified payrolls reports.
- c. Monthly DBE report (on the form furnished by the Owner).
- d. Testing Results (if applicable).
- e. NPDES Stormwater Monitoring reports (if applicable).
- f. Labels from delivered materials.
- g. Material Weigh Tickets.

No payment will be made for materials not fully included and incorporated into the Work.

7.3.1 Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the Owner for such changes in the Work.

7.3.2 Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested.

7.3.3 Upon receipt of a properly submitted Payment Request, the Owner shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract, subject to approval by the Owner. Approval of the Contractor's

Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth in Article 7.6 herein below.

7.3.4 The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien or claim, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having lien or claim rights, wherein said subcontractors, materialmen, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner.

7.4 When payment is received from the Owner, the Contractor shall within seven (7) calendar days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. The parties expressly acknowledge the requirements of the Georgia Prompt Payment law.

7.5 Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.

7.6 After written notice to the Contractor and a reasonable opportunity to cure, the Owner shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (a) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
- (b) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
- (c) The Contractor's rate of progress being such that, in the opinion of the Owner, Substantial Completion may be inexcusably delayed;
- (d) The Contractor's failure to use Contract funds, previously paid to the Contractor by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (e) Claims made, or likely to be made, against the Owner or its property for which the Contractor or its agents or subcontractors or others for whom it is responsible are or reasonably appear to be at fault;
- (f) Loss caused by the Contractor; and/or
- (g) The Contractor's failure or refusal to perform any of its obligations to the Owner, after written notice and a reasonable opportunity to cure as set forth above.

7.6.1. In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Article 7, the Contractor shall

promptly comply with such demand. The Owner's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance, and are in addition to Contractor's obligations in Article 15 and elsewhere herein.

7.7 When the Contractor believes that Completion has been achieved, the Contractor shall notify the Owner in writing and shall furnish a listing of those matters yet to be finished. The Owner will thereupon conduct a site review to confirm that the Work is in fact complete. If the Owner, through its review, fails to find that the Contractor's work is complete, and is required to repeat all, or any portion, of its Completion review, the Contractor shall bear the cost of such repeat site review(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor.

7.7.1 Guarantees and equipment warranties required by this Contract shall commence on the date of Completion.

7.8 When the Project is fully and finally complete and the Contractor is ready for a final review, it shall notify the Owner thereof in writing. Thereupon, the Owner will perform a final site review of the Project. If the Owner concurs that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the Contractor will furnish a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, as adjusted for actual quantities completed, and less any amount withheld pursuant to this Contract. If the Owner is unable to issue its final Approval for Payment and is required to repeat its final review of the Project, the Contractor shall bear the cost of such repeat review(s), which costs may be deducted by the Owner from the Contractor's final payment.

7.9 In addition to other remedies of the Owner, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 6 above.

7.10 The Owner shall, subject to its rights set forth in Article 7.6 above, endeavor to make final payment of all sums due the Contractor within thirty (30) calendar days of the final Approval for Payment, subject to approval by funding agencies, and with the exception of items in dispute or concerning which the Owner has exercised any of its rights to investigate or remove.

ARTICLE 8 - INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

8.1 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

8.1.1 DIFFERING SITE CONDITIONS: The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, and (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Owner shall investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the contract modified in writing accordingly.

8.1.2 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefor may be extended by the Owner.

8.1.3 No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this contract.

8.2 The Contractor is responsible for obtaining ALL permits or fees required of the Contractor by this Contract, and permits and fees customarily the responsibility of the Contractor. The Contractor shall coordinate with the Owner and all other authorities having jurisdiction.

8.3 The Owner will provide the Contractor with one fully executed contract project manual, two (2) hardcopies and pdf files of the complete Contract Documents (plans and project manual). The Contractor may arrange to purchase additional copies of the Contract Documents which it may require.

8.4 The Engineer shall be the sole authorized representative of the Owner. Other than in matters of public safety or in time of natural disaster or crisis, the Contractor shall not take direction or act upon information from any Owner personnel other than the Engineer.

ARTICLE 9 - CEASE AND DESIST ORDER; OWNER'S RIGHT TO PERFORM WORK

9.1 In the event the Contractor fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the contract documents, the Owner may instruct the Contractor, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the Contractor shall immediately cease and desist, or proceed, as instructed by the Owner. In the event the Owner issues such instructions to cease and desist, the Contractor must, within seven (7) calendar days of receipt of the Owner's instructions, provide a written, verified plan to eliminate or correct the cause of the Owner's order, which plan appears to the Owner to be reasonable, actually attainable and in good faith. In the event that the Contractor fails and/or refuses to provide such a plan or diligently execute an approved plan, then the Owner shall have the right, but

not the obligation, to carry out the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of the Owner performing such work, which costs may be withheld from amounts due to the Contractor from the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

9.1.1. If Work completed by the Owner or other contractor affects, relates to, is to be attached onto or extended by, later Work of the Contractor, the Contractor shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the Contractor's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the Contractor hereunder.

9.2 The provisions of this article shall be in addition to the Owner's ability to remove portions of the Work from this Contract and complete it separately.

ARTICLE 10 - DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

10.1 Reference is hereby made to the continuing duties set forth in Article 3.8 which are by reference hereby incorporated in this Article 10.1. The Contractor shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing, or if through exercise of reasonable diligence it should have known, that such work involves an error, inconsistency or omission in the Contract without first providing written notice to the Owner, the Contractor shall be responsible for such work and shall correct same bearing the costs therefore.

10.2 All work shall strictly conform to the requirements of this Contract. To that end, the Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.

10.3 The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the Contractor, including, but not limited to, all subcontractors and their employees. The Contractor shall maintain an on-site superintendent while any portion of the Work is being performed.

10.4 The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new

(unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this section shall constitute a breach of the Contractor's warranty.

10.5 The Contractor will be responsible for acquiring all required and necessary building and other types of permit(s) and calling for routine inspections. The Contractor will cooperate with and abide by the decision of inspectors having jurisdiction. The Contractor shall comply with all legal requirements applicable to the Work.

10.6 The Contractor shall employ and maintain at the Project site only competent, qualified full time supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project shall be provided at the Preconstruction Conference. So long as the individuals named remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner otherwise agrees in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Article 10.6 as though such individuals had been listed above. Notices given to the persons listed above, or their successors, will constitute sufficient notice to bind the Contractor. If at any time the Owner reasonably determines that any employee of the contractor is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the Owner shall so notify the Contractor, which shall replace the employee as soon as possible, at no increased cost to the Owner.

10.7 The Contractor must submit to the Owner the Contractor's schedule for completing the work prior to submittal of the first application for payment. The Owner will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the Project Manual which shall provide for expeditious and practicable construction of the Project. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the Owner. Strict compliance with the requirements of this Article 10.7 shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

10.8 The Contractor shall keep an updated copy of the Contract Documents at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner during all regular business hours.

10.9 Shop drawings and other such submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Owner or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements.

However, approval by the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the Contractor of responsibility for deviations from the Contract unless the Owner has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

10.9.1 The delivery of submittals shall constitute a representation by the Contractor that it has verified that the submittals meets the requirements of the Contract, or will do so, including field measurements, materials and field construction criteria related thereto.

10.9.2 The Owner shall have no duty to review partial submittals or incomplete submittals. The Contractor shall have the duty to carefully review, inspect, examine and physically stamp and sign any and all submittals before submission of same to the Owner.

10.10 The Contractor shall maintain the Project site and adjacent areas affected by its work and/or the acts of its employees, materialmen and subcontractors in a reasonably clean condition during performance of the work. Upon completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the Contractor fails to do so, the Owner may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

10.11 At all times relevant to this Contract, the Contractor shall permit the Owner and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the work and any materials on any such site, without formality or other procedure.

10.12 The Contractor recognizes that the Owner may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself. The Contractor shall ensure that its forces reasonably accommodate the forces of the Owner and other contractors hired by the Owner. The Contractor shall coordinate its schedule with the work of other contractors. If the Contractor claims that delay or damage results from these actions of the Owner, it shall promptly submit a claim as provided herein.

10.13 PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in the performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the Owner and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc., and shall in all respects comply with the requirements of the safety plan provisions of the Project Manual.

10.13.1 With notice to the Owner, the Contractor shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the

acts of the Contractor or any subcontractor, lower tier subcontractor or materialman. This obligation shall be in addition to the requirements of Article 11 herein. The Owner may direct the Contractor to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the Owner shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the Contractor's primary role in same. The Owner shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

10.13.2 The Contractor shall promptly notify the Owner upon discovery of any unidentified material which Contractor reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The Contractor shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the Owner and the Contractor. In the case of work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the Owner.

ARTICLE 11 - INDEMNITY

The Contractor hereby expressly agrees to indemnify and hold the Owner harmless against any and all expenses and liabilities arising out of the performance or default of this Contract or arising from or related to the Work, as follows:

11.1 Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed or retained by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Owner or its employees or by any member of the public, to indemnify and save the Owner and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Work, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the Owner. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the Owner and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to Contractor's employees and any person, directly or indirectly employed or retained by Contractor (including without limitation any employee of any subcontractor), the Owner's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Owner submits notice, Contractor shall promptly defend any aforementioned action.

11.2 The limits of insurance required herein shall not limit the Contractor's obligations under this Article. The terms and conditions contained in this Article shall survive the termination

of this Agreement or the suspension of the Work hereunder. The recovery of fees and costs specified herein will also apply to any actions to enforce this Article.

ARTICLE 12 - CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the Owner, other than for time extensions covered by Article 6 hereof, are subject to the following terms and conditions:

12.1 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner. Notice of such claim shall be received by the Owner no later than either fourteen (14) calendar days after the event, or fourteen (14) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the Owner within thirty (30) calendar days after notice has been received.

12.2 The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor including claims set forth in Article 6 hereof.

12.3 In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the Owner, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the Owner, unless extended by written agreement of the parties. As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this section 12.3 and section 8.1.2 shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition.

12.4 In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, unless emergency conditions exist, the Contractor shall strictly comply with the requirements of Article 12.1 above and such claim shall be made by the Contractor before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the Contractor of any claim for additional compensation.

12.5 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be limited to those cost categories set forth in Article 14.5 below.

ARTICLE 13 - SUBCONTRACTORS

13.1 Prior to execution of this Contract, the Contractor shall have identified to the Owner in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the Owner. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor to whom the Owner objects. If at any time the Owner objects to a subcontractor, the Contractor shall solicit proposals from potential replacements and shall submit the three lowest proposals to the Owner, along with the Contractor's proposed choice as replacement. If the approved replacement subcontractor's cost is verified to be higher than the removed subcontractor, the excess shall be added to the Contract Price, unless the subcontractor in question has to be removed due to a default or deficient performance.

13.2 If the approved replacement subcontractor's cost is lower than the removed subcontractor, the difference shall be deducted from the Contract Price. Subcontractor markups shall be limited to those listed in Article 14.5 below.

13.3 All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract termination as set forth herein below.

13.4 Each and every subcontract related to the Project is hereby assigned by the Contractor to the Owner, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the Owner accepts in writing directed to the Contractor. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the Owner to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the Owner, at the Owner's sole option. The Contractor shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 14 - CHANGE ORDERS

14.1 One or more changes to the work within the general scope of this Contract, may be ordered by Change Order. The Owner may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The Contractor shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

14.1.1 Change Order shall mean a written order to the Contractor executed by the Owner after execution of this Contract, directing a change in the Work. A Change Order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay as provided in Article 6 hereof), or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the Owner may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the Contractor may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

14.1.2 The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Owner, with any proposal for a contract modification.

14.1.3 The price breakdown:

14.1.3.1 must include sufficient detail to permit an analysis of all costs for material, labor, equipment and subcontracts, and

14.1.3.2 must cover all work involved in the modification, whether the work was deleted, added or changed.

14.1.4 The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

14.1.5 The Contractor's proposal shall include a complete justification for any time extension proposed.

14.2 Any change in the Contract Price resulting from a Change Order shall be determined as follows:

14.2.1 By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order.

14.2.2 If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 14.5 below. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner requires.

14.2.3. The Contractor shall promptly submit such documentation and other backup as the Owner may require in evaluating the actual costs incurred.

14.3 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the Contractor knew or should have known.

14.4 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Owner, the Contractor's surety or by law. The Contractor's execution of the Change order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented hereto.

14.5 For the purpose of Change Orders, the following definitions of terms apply:

14.5.1. *Contractor's or Subcontractor's Materials* shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

14.5.2 *Contractor's or Subcontractor's Direct Labor Cost* shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

14.5.3. *Contractor's or Subcontractor's Overhead* shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the Contractor's materials, direct labor, and equipment costs.

14.5.3.1 The allowance for Overhead and Profit shall be limited to the following schedule:

- (a) For the Contractor, for any work performed by the Contractor's own forces, 15% of the Subtotal of Costs to the Contractor.
- (b) For the Contractor, for any work performed by his Subcontractor, 7% of the amount due the Subcontractor.
- (c) For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

(d) For each Subcontractor, for work performed by his Sub-subcontractor(s), 7% of the amount due the Subsubcontractor.

14.5.3.2 For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

Contractor's Materials Cost

+ Contractor's Direct Labor Costs

+ Contractor's Equipment Costs (includes owned/rental equipment) (1)

+ Applicable Subcontractor Costs

(1) Owned Equipment For equipment owned by the Contractor, actually used in Change Order work including sales tax, or any related business entity, regardless of whether Contractor leases such equipment from the related business entity, the cost shall be the lesser of (i) the Contractor's actual ownership cost, or (ii) 85% of the applicable ownership cost listed in the most recent edition of the Contractor's Equipment Cost Guide, published by Dataquest.

Third Party Rental Equipment For equipment actually rented by the Contractor, actually used in Change Order work including sales tax, from an unrelated third party, the cost shall be the lesser of (i) the Contractor's actual rental cost, or (ii) 85% of the applicable equipment rates based on the most recent edition of the Rental Rate Bluebook for Construction published by Dataquest. A reasonable rental cost shall be allowed as determined by the Engineer when machinery and construction equipment not so Listed is required.

Subtotal of Costs to the Contractor

+ Contractor's Overhead and Profit

Total Cost or Credit to the Owner

14.6 Nothing Contained in this Article shall be deemed to contradict or limit the terms of Article 6.5 above.

ARTICLE 15 - DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

15.1 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the Owner, such work shall be uncovered and displayed for review by the Owner and/or its consultants upon request, and shall be reworked at no cost in time or money to the Owner.

15.2 If any of the work is covered, concealed or obscured in a manner not covered by Article 15.1 above, it shall, if directed by the Owner, be uncovered and displayed for the Owner and/or its consultants. If the uncovered work conforms strictly to this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

15.3 The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, review, inspections and other expenses incurred as a result thereof.

15.4 In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the Project, and in addition to other remedies provided herein or by law to the Owner, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following final Completion upon written direction from the Owner.

15.5 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work. The Contractor shall have an opportunity to correct any defect or non-conformance prior to the Owner taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the Owner agrees that the correction will require more than ten (10) calendar days to correct.

ARTICLE 16 - OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

16.1 In addition to the Owner's rights under Article 9 and elsewhere herein, the Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof when in the interests of the Owner. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same.

16.2 In the event the Owner directs a suspension of performance under this Article through no fault of the Contractor, and if the suspension is lifted other than by Termination, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's ordinary and reasonable costs, actually incurred and paid, of:

- (1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 15 above);
- (2) preserving and protecting work in place;
- (3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and
- (4) substantiated extended field office overhead (no home office overhead).

16.3 The Owner may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the Contractor to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

16.3.1 When the Owner orders any suspension of the Work under this Article.

16.3, the Contractor shall not be entitled to any payment for Work which the Contractor performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

16.4 The Owner's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17 - TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

17.1 The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued unless the notice directs otherwise, and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Owner.

17.2 If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

17.2.1 The Contractor shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts for the affected work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in its possession or control.

17.3 If the termination is due to failure to fulfill the Contractor's obligations, the Owner may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby. If, after notice of termination for failure to fulfill the Contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in Subarticle 17.2 of this Article 17.

17.3.1 The rights and remedies of the Owner provided in this Article are in addition to any other rights and remedies provide by law or under this Contract.

17.4 Termination for Non-Appropriation. Notwithstanding any other provision herein, the Owner may also terminate this Contract, in whole or in part, for nonappropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms set forth in Article 17.2.

17.5 Notwithstanding any other provision contained herein, any violation or breach of terms of this Contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 18 - INSURANCE

18.1 The Contractor shall purchase and maintain insurance in accordance with the requirements of the Project Manual and Specifications therein as outlined below:

18.1.1 Worker' Compensation

- (1) State: Statutory
- (2) Applicable Federal: Statutory
- (3) Employer's Liability: \$1,000,000

18.1.2 Comprehensive Commercial General Liability

- (1) Bodily Injury and Property Damage: \$2,000,000 per occurrence \$3,000,000 aggregate.
- (2) The Contractor's Commercial General Liability insurance shall provide coverage for the following: (1) Premises – Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (4) Underground Hazard, (5) Broad Form Property Damage, (6) Explosion and Collapse Hazard, (7) Personal Injury, and (8) Contractual Liability.

18.1.3 Comprehensive Automobile Liability

- (1) Bodily Injury and Property Damage: \$2,000,000 Combined Single Limit (Per Occurrence)
- (2) The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage Per Occurrence for owned, hired, and non-owned vehicles.

18.2 The Owner, its officials and staff, the Georgia Department of Transportation, and the Engineer shall be named as additional insured with respect of notice in the policy. A Certificate of Insurance naming the Owner as a certificate holder shall be issued by the Contractor's insurance provider to Owner.

ARTICLE 19 - SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner, as required by the Proposals. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

ARTICLE 20 - PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner and/or its consultants for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority, and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document or relate to the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor.

The Contractor shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The Contractor further agrees to include these provisions in any subcontracts entered into by him in connection with this Contract.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

21.1 Drug-Free Workplace. Contractor shall comply with the Georgia Drug-free Workplace Act.

21.2 State and Local Taxes. Contract prices shall include all applicable state and local taxes. Contractor shall indemnify and hold harmless the Owner for any loss, cost or expense incurred by, levied upon or billed to the Owner as a result of Contractor's failure to pay any tax of any type due in connection with this Contract. Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

21.3 Buy American Certificate. By submitting a bid under the solicitation for this Contract and accepting this Contract, except for those items listed by the Contractor below or on a separate and clearly identified attachment to this Contract, the Contractor certifies that steel and each manufactured product are produced in the United States, as defined in the

clause Buy American – Steel and Manufactured Products for Construction Contracts located in the Project Manual, and that components or unknown origin are considered to have been produced or manufactured outside the United States. Contractor may obtain from Owner a listing of articles, materials, and supplies excepted from this provision.

ARTICLE 22 - ENTIRE AGREEMENT

Any modification to this Contract must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the Owner's authority to issue changes set forth in Article 14 herein.

ARTICLE 23 - SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

ARTICLE 24 - WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach, and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 25 - NOTICES

25.1 All notices to each party to this Contract shall be in writing, and sent to the Contacts established in the Preconstruction Conference and updated as needed.

All notices, demands, requests, consents or approvals that may or are required to be given by any party to another shall be in writing and shall be deemed given if: (i) served personally by hand delivery; (ii) sent by nationally-recognized overnight courier with return receipt; or (iii) sent by United States registered or certified mail, by depositing the same in the United States Mail in the continental United States, postage prepaid, return receipt requested and addressed to such other party at the address specified above or at such other place as such other party may from time to time designate by notice in writing to the other parties hereto.

The Owner and Contractor have executed this Construction Contract on the date written above in four counterparts, each of which shall be deemed an original contract.

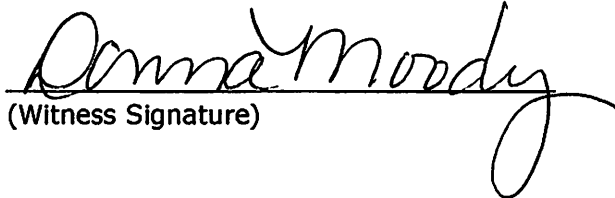
CONTRACTOR: Natural Enclosures Fence Co. LLC



(Signature)

By Daniel F Kilpatrick Jr

(Print Name)



(Witness Signature)

By Donna Moody

(Print Name)

OWNER: Newnan-Coweta County Airport Authority

(Signature)

By _____

(Print Name)

(Witness Signature)

By _____

(Print Name)

END OF CONSTRUCTION CONTRACT

Attachment: CCO Fence Contract-Contractor signed (13698 : Construction Contract - Natural Enclosures Fence)



Newnan-Coweta County Airport Authority

115 Airport Road
Newnan, GA 30263

SCHEDULED

Meeting: 03/09/23 09:00 AM
Department: Airport Authority
Category: Notification/Update
Prepared By: Fran Collins
Initiator: Calvin Walker
Sponsors:

DOC ID: 13623

AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 13623)

Update from the Airport Manager

Update from the Airport Manager

Coweta County Airport Authority
January 31, 2023

	<u>Budget</u>	<u>Current</u>	<u>Year-To-Date</u>	<u>Balance</u>	<u>January 2022</u>
Operating Revenues:					
Cares	\$ -	\$ -		\$ -	
Appropriation	\$ 428,647	\$ 35,721	\$ 142,882	\$ 285,765	\$ 17,268
Fuel Sales	\$ 2,150,000	\$ 102,052	\$ 495,197	\$ 1,654,803	\$ 85,456
Rent/Lease Income	\$ 650,000	\$ 28,992	\$ 115,775	\$ 534,225	\$ 27,763
Other	\$ 3,950	\$ 3,890	\$ 7,052	\$ (3,102)	\$ 1,176
Total Operating Revenues	<u>\$ 3,232,597</u>	<u>\$ 170,655</u>	<u>\$ 760,906</u>	<u>\$ 2,471,691</u>	<u>\$ 131,663</u>
Operating Expenses:					
Cost of Sales:					
Fuel	\$ 1,824,000	\$ 71,780	\$ 401,470	\$ 1,422,530	\$ 72,755
Other	\$ 2,000	\$ 101	\$ 321	\$ 1,679	\$ 4
Credit Card Discounts	\$ 32,600	\$ 2,994	\$ 14,891	\$ 17,709	\$ 2,211
Salaries & Benefits	\$ 346,034	\$ 31,372	\$ 140,032	\$ 206,002	\$ 28,697
Insurance	\$ 8,500	\$ -	\$ 100	\$ 8,400	\$ -
Maintenance	\$ 89,460	\$ 5,875	\$ 27,567	\$ 61,893	\$ 5,244
Utilities	\$ 41,260	\$ 4,339	\$ 14,037	\$ 27,223	\$ 2,719
Contracted Services	\$ 50,000	\$ 900	\$ 4,550	\$ 45,450	\$ -
Other	\$ 24,700	\$ 717	\$ 6,555	\$ 18,145	\$ 903
Legal Fees	\$ 5,000	\$ 275	\$ 425	\$ 4,575	\$ -
Engineering/Soft Costs	\$ -	\$ 269,475	\$ 315,413	\$ (315,413)	\$ -
Associated Land Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Small Office Equipment	\$ 6,250	\$ -	\$ -	\$ 6,250	\$ -
**Capital under \$5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	<u>\$ 2,429,804</u>	<u>\$ 387,829</u>	<u>\$ 925,358</u>	<u>\$ 1,504,446</u>	<u>\$ 112,532</u>
Operating Income (Loss)		<u>\$ (217,174)</u>	<u>\$ (164,452)</u>		
Net Income Before Depreciation		<u>\$ (217,174)</u>	<u>\$ (164,452)</u>		

**These items do not meet the criteria for Capitalization

Attachment: 4 Jan FY23.Financial and Balance Sheet (13623 : Update from the Airport Manager)

Coweta County Airport Authority
Statement of Net Assets
January 31, 2023

1005	CASH - PETTY	\$172	
1011	CASH - OPERATING	\$407,314	
1032	ESCROW FUNDING ACCOUNT	\$1	
1060	CASH-PAYROLL	\$0	
1099	CONTRA CASH	(\$111,050)	
TOTAL	CASH	\$296,437	
1110	ACCOUNTS RECEIVABLE	\$19,521	
TOTAL	RECEIVABLES	\$19,521	
1151	DUE FROM OTHER FUNDS	\$0	
TOTAL	DUE FROM OTHER FUNDS	\$0	
1168	DUE FROM AIRPORT BOND	\$110,867	
TOTAL	DUE FROM AIRPORT BOND	\$110,867	
1187	DUE FROM ARP FUNDS	\$0	
TOTAL	DUE FROM ARP FUNDS	\$0	
1401	INVENTORY GASOLINE	\$66,223	
1450	PREPAID INSURANCE	\$0	
TOTAL	DUE FROM OTHER GOVTS	\$66,223	
1474	CASH - RETAINAGE	\$0	
TOTAL	CASH	\$0	
1501	SITES	\$1,028,673	
1510	SITE IMPROVEMENTS	\$18,568,245	
1511	ACC DEPREC - SITE IMPR	(\$6,784,141)	
1530	BUILDINGS	\$105,907	
1540	MACHINERY & EQUIPMENT	\$230,855	
1550	VEHICLES	\$44,556	
1560	CONSTRUCTION IN PROGRESS	\$169,480	
TOTAL	CAPITAL ASSETS	\$13,363,576	
TOTAL	ASSETS	\$13,856,624	
	DEFERRED OUTFLOW	\$68,115	
2050	ACCOUNTS PAYABLE		\$31,504
TOTAL	ACCOUNTS PAYABLE		\$31,504
2115	FICA TAXES PAYABLE		\$567
2116	FMED TAXES PAYABLE		\$136
TOTAL	PAYROLL TAXES PAYABLE		\$703
2211	COUNTY PENSION PAYABLE		\$0
2212	DEFINED CONTRIBUTION PLAN		\$570
TOTAL	OTHER DEDUCTIONS PAYABLE		\$570
2474	RETAINAGE PAYABLE		\$0
TOTAL	PAYABLE-RESTRICTED ASSETS		\$0
2708	NOTE PAYABLE-BB&T		\$0
TOTAL	BONDS PAYABLE		\$0
2901	DUE TO GENERAL FUND		\$426,482
TOTAL	DUE TO OTHER FUNDS		\$426,482
2951	ACCRUED PAYROLL		\$10,208
2952	DEPOSITS		\$9,676
2953	DUE TO OTHERS		\$0
2955	COMPENSATED ABSENCES		\$28,799
2956	WORKERS COMP PAYABLE		\$0
2960	SALES TAX PAYABLE		\$5,332
TOTAL	OTHER LIABILITIES		\$54,015
2970	DEFERRED REVENUE		\$102,642
TOTAL	DEFERRED REVENUE		\$102,642
TOTAL	LIABILITIES		\$615,916
	DEFERRED INFLOW		\$395,073
TOTAL	AIRPORT AUTHORITY NET ASSETS		\$12,913,750

Attachment: 4 Jan FY23.Financial and Balance Sheet (13623 : Update from the Airport Manager)

Coweta County Airport Authority
February 28, 2023

	<u>Budget</u>	<u>Current</u>	<u>Year-To-Date</u>	<u>Balance</u>	<u>February 2022</u>
Operating Revenues:					
Cares	\$ -	\$ -		\$ -	
Appropriation	\$ 428,647	\$ 35,721	\$ 178,603	\$ 250,044	\$ 17,268
Fuel Sales	\$ 2,150,000	\$ 68,346	\$ 563,543	\$ 1,586,457	\$ 80,043
Rent/Lease Income	\$ 650,000	\$ 26,169	\$ 141,944	\$ 508,056	\$ 33,803
Other	\$ 3,950	\$ 675	\$ 7,735	\$ (3,785)	\$ 473
Total Operating Revenues	<u>\$ 3,232,597</u>	<u>\$ 130,911</u>	<u>\$ 891,825</u>	<u>\$ 2,340,772</u>	<u>\$ 131,587</u>
Operating Expenses:					
Cost of Sales:					
Fuel	\$ 1,824,000	\$ 66,583	\$ 468,053	\$ 1,355,947	\$ 62,502
Other	\$ 2,000	\$ 246	\$ 567	\$ 1,433	\$ 102
Credit Card Discounts	\$ 32,600	\$ 2,154	\$ 17,044	\$ 15,556	\$ 2,421
Salaries & Benefits	\$ 346,034	\$ 31,143	\$ 171,175	\$ 174,859	\$ 28,329
Insurance	\$ 8,500	\$ -	\$ 100	\$ 8,400	\$ -
Maintenance	\$ 89,460	\$ 2,225	\$ 29,792	\$ 59,668	\$ 5,813
Utilities	\$ 41,260	\$ 4,112	\$ 18,148	\$ 23,112	\$ 4,506
Contracted Services	\$ 50,000	\$ 3,800	\$ 8,350	\$ 41,650	\$ 85
Other	\$ 24,700	\$ 4,328	\$ 11,500	\$ 13,200	\$ 1,794
Legal Fees	\$ 5,000	\$ 838	\$ 1,263	\$ 3,738	\$ 2,000
Engineering/Soft Costs	\$ -	\$ -	\$ 315,413	\$ (315,413)	\$ -
Associated Land Cost	\$ -	\$ -	\$ -	\$ -	
Small Office Equipment	\$ 6,250	\$ 5,017	\$ 5,017	\$ 1,233	
**Capital under \$5,000		\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	<u>\$ 2,429,804</u>	<u>\$ 120,444</u>	<u>\$ 1,046,420</u>	<u>\$ 1,383,384</u>	<u>\$ 107,552</u>
Operating Income (Loss)		<u>\$ 10,467</u>	<u>\$ (154,595)</u>		
Net Income Before Depreciation		<u>\$ 10,467</u>	<u>\$ (154,595)</u>		

**These items do not meet the criteria for Capitalization

Attachment: 5 Feb FY23 Airport Financials and Balance sheet (13623 : Update from the Airport Manager)

Coweta County Airport Authority
Statement of Net Assets
February 28, 2023

1005	CASH - PETTY	\$172	
1011	CASH - OPERATING	\$399,956	
1032	ESCROW FUNDING ACCOUNT	\$1	
1060	CASH-PAYROLL	\$0	
1099	CONTRA CASH	(\$115,424)	
TOTAL	CASH	\$284,705	
1110	ACCOUNTS RECEIVABLE	\$12,657	
TOTAL	RECEIVABLES	\$12,657	
1151	DUE FROM OTHER FUNDS	\$0	
TOTAL	DUE FROM OTHER FUNDS	\$0	
1168	DUE FROM AIRPORT BOND	\$110,867	
TOTAL	DUE FROM AIRPORT BOND	\$110,867	
1187	DUE FROM ARP FUNDS	\$0	
TOTAL	DUE FROM ARP FUNDS	\$0	
1401	INVENTORY GASOLINE	\$63,419	
1450	PREPAID INSURANCE	\$0	
TOTAL	DUE FROM OTHER GOVTS	\$63,419	
1474	CASH - RETAINAGE	\$0	
TOTAL	CASH	\$0	
1501	SITES	\$1,028,673	
1510	SITE IMPROVEMENTS	\$18,568,245	
1511	ACC DEPREC - SITE IMPR	(\$6,784,141)	
1530	BUILDINGS	\$105,907	
1540	MACHINERY & EQUIPMENT	\$230,855	
1550	VEHICLES	\$44,556	
1560	CONSTRUCTION IN PROGRESS	\$169,480	
TOTAL	CAPITAL ASSETS	\$13,363,576	
TOTAL	ASSETS	\$13,835,224	
	DEFERRED OUTFLOW	\$68,115	
2050	ACCOUNTS PAYABLE		\$48
TOTAL	ACCOUNTS PAYABLE		\$48
2115	FICA TAXES PAYABLE		\$567
2116	FMED TAXES PAYABLE		\$136
TOTAL	PAYROLL TAXES PAYABLE		\$703
2211	COUNTY PENSION PAYABLE		\$0
2212	DEFINED CONTRIBUTION PLAN		\$570
TOTAL	OTHER DEDUCTIONS PAYABLE		\$570
2474	RETAINAGE PAYABLE		\$0
TOTAL	PAYABLE-RESTRICTED ASSETS		\$0
2708	NOTE PAYABLE-BB&T		\$0
TOTAL	BONDS PAYABLE		\$0
2901	DUE TO GENERAL FUND		\$426,482
TOTAL	DUE TO OTHER FUNDS		\$426,482
2951	ACCRUED PAYROLL		\$10,208
2952	DEPOSITS		\$9,851
2953	DUE TO OTHERS		\$0
2955	COMPENSATED ABSENCES		\$28,799
2956	WORKERS COMP PAYABLE		\$0
2960	SALES TAX PAYABLE		\$5,712
TOTAL	OTHER LIABILITIES		\$54,570
2970	DEFERRED REVENUE		\$102,286
TOTAL	DEFERRED REVENUE		\$102,286
TOTAL	LIABILITIES		\$584,659
	DEFERRED INFLOW		\$395,073
TOTAL	AIRPORT AUTHORITY NET ASSETS		\$12,923,607

Attachment: 5 Feb FY23 Airport Financials and Balance sheet (13623 : Update from the Airport Manager)

**Newnan-Coweta County Airport Authority**

115 Airport Road
Newnan, GA 30263

SCHEDULED

Meeting: 03/09/23 09:00 AM

Department: Airport Authority

Category: Notification/Update

Prepared By: Fran Collins

Initiator: Calvin Walker

Sponsors:

DOC ID: 13624

AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 13624)

Update from the Airport Sponsor

Update from the Airport Sponsor



Newnan-Coweta County Airport Authority

115 Airport Road
Newnan, GA 30263

SCHEDULED

Meeting: 03/09/23 09:00 AM
Department: Airport Authority
Category: Notification/Update
Prepared By: Fran Collins
Initiator: Calvin Walker
Sponsors:

DOC ID: 13625

AIRPORT AUTHORITY - INFORMATIONAL ITEM (ID # 13625)

Update from the Airport Engineer

Update from the Airport Engineer