

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, AUGUST 24, 2021

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, RUSTY DAVIS, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

ABSENT: BOBBY BARBER, JR

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Vice Chairman Brinson gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda, as presented. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Anderson made a motion to approve the minutes of the Commissioners' Meeting held August 10, 2021, as presented. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Resolution – Approval of Tax Levy. Chairman Stephens recognized County Administrator Thomas who stated the Commissioners have a copy of the resolution in their packets which calls for a millage rate of 9.56 for maintenance and operation. County Administrator Thomas also has included the Board of Education's resolution which has been approved by the Board of Education for a millage rate of 14.565. County Administrator Thomas stated this millage rate reflects a reduction of 0.52 from last year and recommends approval to the Board, a copy of which is attached. Commissioner Brock made the motion to approve the resolution. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Consider GDOT Contract – Airport Fuel Facility Phase 2. Chairman Stephens recognized County Administrator Thomas who stated this contract is to construct fuel facility phase II, and to design apron rehabilitation of the terminal apron area at the Decatur County Industrial Air Park. The Board has had prior discussion about the fuel farm construction and Decatur County was up fronting the funds and over the next few years DOT would be reimbursing Decatur County. This will be the first installment of that agreement, with the total amount of the contract being \$166,666.66. The federal funds amount is \$158,333.33, the state funds amount is

\$8,333.33 and local funds being zero. County Administrator Thomas recommends approval of the contract to the Board, a copy of which is attached. Commissioner Davis made the motion to approve the contract. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Consider Engineering Services Work Order – Airport Apron Rehabilitation. Chairman Stephens recognized County Administrator Thomas who stated this is a work order for Decatur County's new airport consulting firm of Passero and Associates. This work order is to design and provide bid phase services to rehabilitate terminal apron pavement and the total cost of this contract is \$33,200. County Administrator Thomas stated the funding of this is included in the GDOT contract that the was just approved by the Board and no local funds are required for this contract. County Administrator Thomas recommended approval to the Board, a copy of which is attached. Vice Chairman Brinson made the motion to approve the work order. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

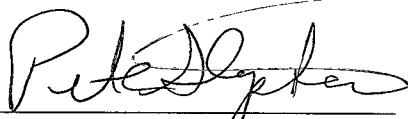
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

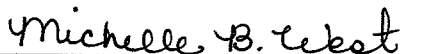
ADJOURN

There being no further business, the meeting, on motion by Commissioner Davis, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved: _____


Chairman, Pete Stephens

Attest: _____


County Clerk, Michelle B. West

RESOLUTION PROVIDING FOR DECATUR COUNTY TAX LEVY FOR 2021

BE IT RESOLVED by the Commissioners of Decatur County, Georgia, at a regularly scheduled meeting on August 24, 2021 that the following rate of taxes be and the same is hereby fixed and levied on all taxable property within Decatur County, Georgia, for the year 2021, to-wit:

- 9.560 mills (on all taxable property located in the incorporated areas) for County general purposes (M&O).
 - 9.560 mills (on all taxable property located in the unincorporated areas) for County general purposes (M&O).
 - 1.000 mills (on all taxable property except for that located within the City of Bainbridge) for the Fire Services Special District.
 - 0.250 mills (on all taxable property county wide) for the Bainbridge and Decatur County Development Authority.
 - 1.250 mills (on all taxable property county wide) for the Bainbridge-Decatur County Recreation Authority.
 - 1.270 mills (on all property county wide) for the Bainbridge-Decatur County Hospital Authority.
 - 0.760 mills (on all property in unincorporated areas) for items specifically identified by the Service Delivery Agreement as for the unincorporated areas.
 - 1.000 mills (on all property county-wide) for Economic Development Bonds.
- BE IT FURTHER RESOLVED that the millage rates per tax district are as follows:

Description	City		City Bainbridge	Town Brinson	City Climax
	Unincorporated	Attapulgus			
Gross M&O Mill Rate	12.35	12.35	12.35	12.35	12.35
Less: Sales Tax Rollback	(2.79)	(2.79)	(2.79)	(2.79)	(2.79)
Net M&O Millage	9.56	9.56	9.56	9.56	9.56
Fire Services District	1.00	1.00	-	1.00	1.00
Hospital Authority	1.27	1.27	1.27	1.27	1.27
Recreation Authority	1.25	1.25	1.25	1.25	1.25
Uninc. Services per SDS	0.76	-	-	-	-
Economic Development Bonds	1.00	1.00	1.00	1.00	1.00
Development Authority of Bainbridge & Decatur County	0.25	0.25	0.25	0.25	0.25
Total Special Districts	5.53	4.77	3.77	4.77	4.77
Total of M&O & Special Distirctcs Millage	15.09	14.33	13.33	14.33	14.33

BE IT RESOLVED that the Insurance Premium Tax shall be used for fire protection in the unincorporated area.

BE IT FURTHER RESOLVED that the Tax Commissioner of Decatur County, Georgia, be and he is hereby ordered to make out and collect taxes for the year 2021, and to pay over to the County General Fund, at the rate herein levied for general county purposes, and the rate levied herein for Fire Services, and to pay over to the County Bond Debt Service Fund at the rate levied herein for Economic Development Bonds, and to pay over to the Bainbridge and Decatur County Development Authority that portion of the tax herein levied for that Authority, and to pay over to the Bainbridge-Decatur County Recreation Authority that portion of the tax herein levied for that Authority, and to pay over to the Hospital Authority of Bainbridge, Decatur County, GA that portion of the tax herein levied for that Authority.

BE IT FURTHER RESOLVED by this Board that the tax rate of County-wide School Taxes in Decatur County, Georgia, outside of any independent school systems therein, of 14.565 (14.115 School and 0.450 Library) mills, or \$14.565 on the \$1,000.00 valuation, as recommended and certified to this Board by the Decatur County Board of Education be and the same is hereby fixed and levied on all property subject to taxation in the county, for the year 2021.

BE IT FURTHER RESOLVED that the Tax Commissioner of Decatur County, Georgia is hereby ordered to collect said taxes for said year and to pay over to the said Decatur County Board of Education that portion of the tax herein levied for the support and maintenance of education for the county-wide schools.

BE IT FURTHER RESOLVED that the Clerk of the Board advertise this levy as required by law, and that the same be recorded on the minutes of this Board, a copy of the same to be furnished to the Tax Commissioner of Decatur County, Georgia, a copy to the Revenue Department of the State of Georgia, and a copy to the County Superintendent of Schools.

ON MOTION of Commissioner Brock and seconded by Commissioner Davis, this resolution was adopted by a vote, as designated below, this 24th day of August 2021.

BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA

	YEA	NAY
<u>Pete Stephens</u> Pete Stephens, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Dennis Brinson</u> Dennis Brinson, Vice Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Steve Brock</u> Steve Brock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Absent</u> Bobby Barber, Jr.	<input type="checkbox"/>	<input type="checkbox"/>

YEA

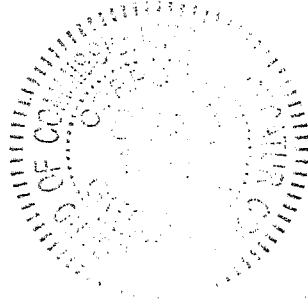
NAY

George Anderson
George Anderson

Thomas R. (Rusty) Davis
Thomas R. (Rusty) Davis

Michelle B. West
Attest:

Bruce W. Kirbo, Jr.
Bruce W. Kirbo, Jr. - County Attorney





Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

August 30, 2021

The Honorable Pete Stephens, Chairman
Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, GA 39818

In Re: AP022-9052-33(087) Decatur
PID – T007725
Contract Amount - \$166,666.66

Dear Chairman Stephens:

Enclosed for execution by the Decatur County Board of Commissioners is an electronic contract for FY 2022 to construct fuel facility phase II; design rehabilitation of terminal apron at the Decatur County Industrial Air Park in Bainbridge, GA. This project contains \$158,333.33 of federal funds and \$8,333.33 of state funds. There are no local funds included in this contract.

As you are aware, the Department has transitioned to an electronic contract execution process. All pages needing signatures have been flagged with the individual's name to sign. However, instructions on how to complete the electronic contract will be emailed to all required to sign the contract. Please refer to these instructions as needed to complete the electronic process. Please do not hesitate to contact any member of the contracts staff listed below if you have any questions.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until a written "Notice to Proceed" is received from GDOT's Intermodal office. The Decatur County Board of Commissioners must comply with all applicable FAA regulations, policies, procedures, and directives.

If you have further questions, please do not hesitate to contact Corzetta Motley, Contracts/Grants Manager, at (404) 631-1073, Jewell Strozier, Contracts Specialist, at (404) 631-1826.

Sincerely,

Leigh Ann Trainer 
Digitally signed by Leigh Ann Trainer
DN: cn=US, e=leigh@dot.ga.gov,
o=GDOT, ou=Division of Intermodal,
c=US, cn=Leigh Ann Trainer
Date: 2021.08.31 13:43:05-0400

Leigh Ann Trainer, Assistant Director
Division of Intermodal

LAT:jds

Enclosures

Revised July 1, 2021

CONTRACT FOR CONSTRUCTION OF AIRPORT
AIRPORT PROJECT NO. AP022-9052-33(087)
PID - T007725

DECATUR

****LIMITED PARTICIPATION****

STATE OF GEORGIA
FULTON COUNTY

**** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
EITHER BY HAND OR STAMP.**

THIS CONTRACT made and entered into on 9/13/2021, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the DECATUR 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:

CONSTRUCT FUEL FACILITY PHASE II; DESIGN REHABILITATION OF TERMINAL APRON AT THE DECATUR COUNTY INDUSTRIAL AIR PARK IN BAINBRIDGE, 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. T007725/AP022-9052-33(087) DECATUR, prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in Attachment A, which are hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated June 26, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as fully and to be same effect as if the same had been set forth at length in the body of this Contract.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a

complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

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

The total estimated cost of the Project is ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX and 66/100 (\$166,666.66). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

The Maximum amount that the Department shall be obligated to pay is ONE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SIX and 66/100 Dollars (\$166,666.66).

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 100% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

In addition, the following paragraphs shall apply:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE and 33/100 Dollars (\$8,333.33) 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 ONE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE and 33/100 Dollars (\$158,333.33) 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).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be

on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in Attachment A and made a part of this Contract and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated June 26, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of

said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The Sponsor shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

is self-insured and all claims against SPONSOR will be handled through _____

OR

shall obtain coverage from SPONSOR's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- Name, address, signature and telephone number of authorized agents.
- Name and address of insured.
- Name of Insurance Company.
- Description of coverage in standard terminology.
- Policy number, policy period and limits of liability.
- Name and address of the DEPARTMENT as certificate holder.
- Thirty (30) day notice of cancellation.
- Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia

Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and

its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until SEPTEMBER 30, 2023, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

(19) The Term of this contract shall be two (2) years from the Effective Date.

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(21) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(22) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(23) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(24) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(25) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceability in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceability provision had never been contained herein.

(26) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(27) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(28) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have

participated in the preparation hereof.

(29) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(30) No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(31) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

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

DEPARTMENT OF TRANSPORTATION:


DECATUR COUNTY:

DATE: 9/12/2021

DATE: 9/2/2021

DocuSigned by:
Russell R McMurry
70D6977D03844F4
COMMISSIONER (SEAL)

DocuSigned by:
Pete Stephens
60847AB31DE14A2...
CHAIRMAN

ATTEST: 
74085B5B0FAC275
Treasurer

Pete Stephens
PRINTED NAME

This Contract approved by
DECATUR COUNTY
at a meeting held at:
203 W Broughton St, Bainbridge GA 39817

DATE: 9/2/2021

DocuSigned by:

CD2831353C33484...
CLERK

(SEAL)
58-6000813
Federal ID/IRS #

DECATUR COUNTY INDUSTRIAL AIR PARK
BAINBRIDGE, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP022-9052-33(087) Decatur
PID-T007725

CONSTRUCT FUEL FACILITY PHASE II; DESIGN REHABILITATION OF TERMINAL APRON

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	STATE FUNDS
Part 1 Federal Funds FY21 - SBGP-038-2021											
Construct Fuel Facility Phase II											
1	FF-3	Permit, Construct and Install (1) 12,000 Gallon Aboveground AvGas Fuel Facility and (1) 12,000 Gallon Jet A Fuel Facility, etc.	EA	133,466.66	\$1.00	\$133,466.66	90%	\$120,120.00	5%	\$6,673.33	\$6,673.33
Design Rehabilitation of Terminal Apron											
2	FAA	Project Formulation	EA	3775	\$1.00	\$3,775.00	90%	\$3,397.50	5%	\$188.75	\$188.75
3	FAA	Construction Plans	EA	12125	\$1.00	\$12,125.00	90%	\$10,912.50	5%	\$606.25	\$606.25
4	FAA	Contract Documents	EA	6650	\$1.00	\$6,650.00	90%	\$5,985.00	5%	\$332.50	\$332.50
5	FAA	Bid and Award	EA	10650	\$1.00	\$10,650.00	90%	\$9,585.00	5%	\$532.50	\$532.50
Total Part 1 Federal Funds FY21						\$166,666.66		\$150,000.00		\$8,333.33	\$8,333.33
Total Project Cost						\$166,666.66		\$150,000.00		\$8,333.33	\$8,333.33

Federal Grant and FAIN #	Award Date	Amount	Fund Source
3-13-SBGP-038-2021	7/8/2021	\$158,333.33	22160
State FY22	N/A	\$8,333.33	01217
Total Maximum Obligation of State and Federal Funds this Contract:		\$166,666.66	

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of Decatur County, GA whose address is 203 W. Broughton Sreet, Bainbridge, GA, 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.

9/2/2021

Date

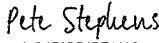
DocuSigned by:

 00B7A78B1DE14A2...
 Name: Pete Stephens Signature
 Title: Chairman



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DECATUR COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T007725/AP022-9052-33(087) Decatur Construct Fuel Facility Phase II; Design Rehabilitation of Terminal Apron at the Decatur County Industrial Air Park in Bainbridge, 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:

67807
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11/14/2007
Date of Authorization

DECATUR COUNTY
Name of Contractor

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

Pete Stephens
Printed Name (of Authorized Officer or Agent of Contractor)

Chairman
Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:
Pete Stephens
Signature (of Authorized Officer or Agent)

9/2/2021
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 9/2/2021

DocuSigned by:
[Notary Seal]
Notary Public [NOTARY SEAL]

My Commission Expires: 8/24/2024

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: DocuSigned by:
Pete Stephens
60BA7ABB1DE14A2...

Name: Pete Stephens

Position: Chairman

Company: DECATUR COUNTY

ATTACHMENT A

Department of Transportation
State of Georgia

AUGUST 30, 2021

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007725/AP022-9052-33(087) DECATUR
CONSTRUCT FUEL FACILITY PHASE II; DESIGN REHABILITATION OF TERMINAL APRON AT THE
DECATUR COUNTY INDUSTRIAL AIR PARK IN BAINBRIDGE, GA

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

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

Decatur County Board of Commissioners Bainbridge, GA



Engineering Design & Bid Phase Services

Rehabilitate Terminal Apron Pavement

for Decatur County Industrial Air Park (BGE)

by Passero Associates, LLC

(Passero Project No. 20213184.0001)

Work Order 21-01

Work Order 21-01

Engineering Design & Bid Phase Services for
Rehabilitate Terminal Apron Pavement

Passero Associates (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Decatur County Board of Commissioners (Client or Authority), dated June 22, 2021, all of which terms and conditions are incorporated herein by reference:

Project Location: Decatur County Industrial Air Park, Bainbridge, Georgia.

Project Description: Provide engineering design & bid phase services for the rehabilitation of the terminal apron pavement.

Scope of Basic Services: Project Formulation; Construction Plans; Contract Documents; Bid & Award. See Exhibit A Scope of Work.

Scope of Special Services: N/A

Client Manager: Alan Thomas, County Administrator

Airport Manager: Tommy Johnson

PA Program Manager: Michael R. Joseph, P.E.

PA Project Manager: Michael R. Joseph, P.E.

Basic Services Compensation and Method of Payment: Lump Sum Fee: \$33,200.00. See Exhibit B Cost Summary.

Special Services Compensation and Method of Payment: N/A

Schedule: Services to begin upon receipt of fully executed Work Order, or when Notice-to-Proceed is issued by GDOT.

Meetings: Scoping conference call, pre-bid meeting.

Deliverables: Please refer to the deliverables listed near the end of the attached Exhibit A Scope of Work.

"Client"
Decatur County Board of Commissioners

BY: Pete Stephens

Pete Stephens, Chairman
Typed Name & Title

Date: 8-24-2021

ATTEST:

BY: Michelle West

Michelle West, County Clerk
Typed Name & Title

Date: 8-24-2021

"Consultant"
Passero Associates, LLC

BY: Bradley J. Wentz

Bradley J. Wentz, P.E., Vice President
Typed Name & Title

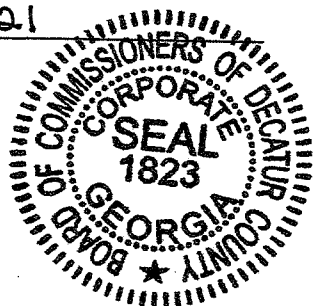
Date: 8/16/21

ATTEST:

BY: Angela Witt

Angela Witt, Grants and Contracts Administrator
Typed Name & Title

Date: 8/16/2021



**Decatur County Industrial Air Park (BGE)
Bainbridge, GA**

EXHIBIT A – SCOPE OF WORK

**REHABILITATE TERMINAL APRON PAVEMENT
(DESIGN & BID)**

**GDOT Project Number APXXX-XXXX-XX(XXX) Decatur County
PID-TXXXXXX**

The Airport Sponsor, Decatur County, will provide engineering design and bid phase services for the *Rehabilitate Terminal Apron Pavement* project, which consists of the partial rehabilitation of the existing terminal apron concrete pavement. The condition of the nearly 40-acre pavement has degraded to a point where significant rehabilitative measures are required. The most recent Pavement Management Plan, issued by the Georgia Department of Transportation (GDOT) in 2018, assigned a Pavement Condition Index (PCI) of 29 to the majority of the apron, with a 0.55-acre section in front of the terminal building being assigned a PCI of 74 and a 3.5-acre section on the far west end of the apron receiving a PCI of 64. Pavement with a PCI of less than 70 is considered in need of major rehabilitation efforts. Joint reflection cracking, L&T cracking, swelling, blow-up, corner breaks, corner spalling, faulting, joint seal damage, joint spalling, large/small/utility patches, LTD cracking, scaling, shrinkage cracking, and weathering were indicated in the report.

A bid package, including plans, contract documents, and technical specifications, was prepared several years ago by the Sponsor's previous consultant (the plan set is dated April 2016). The bid package and any related documents such as the topographic survey, geotechnical report, engineer's design report, and NEPA documents will be provided to the current consultant by the Sponsor.

The Engineering Design and Bid Phase Services will initially consist of the review of the entire bid package, followed by revisions to the plan set, contract documents, and technical specifications necessary to bring the project into compliance with current Federal Aviation Administration (FAA) and GDOT design standards and specifications, as well as to accomplish the Sponsor's development goals within the allotted project construction budget. The revised documents will be sufficient to advertise for bids, receive construction proposals, and award a construction contract. It should be noted that the scope of work detailed below is based on all parties accepting that the project's scope of work, as depicted on the April 2016 plans, is to remain fundamentally unchanged. In other words, no site visit to field-check the plan set, nor to assess the current apron pavement conditions, is included in the scope of work. More specifically, the design and bid services will include the following elements of work:

- **Element 1 – Project Formulation** will consist of the following:
 1. Prepare work scope and fees.
 2. Prepare for and conduct a pre-design/scoping conference call with GDOT, Sponsor, and Consultant.
 3. Preparation and submittal of a Categorical Exclusion document.
 4. Submittal of the FAA 7460-1 Notice of Proposed Construction or Alteration via the OE/AAA portal. Draft copies of the 7460-1 materials shall be submitted to GDOT for review and approval prior to submittal via the OE/AAA portal. Three (3) submittals are anticipated (during construction conditions, post-construction conditions, and the CSPP narrative report).

- **Element 2 – Construction Plans** will consist of the following:
 1. Perform a thorough review of the previously prepared plan set, noting any aspects that may not comply with current FAA and GDOT design standards and specifications, or with the Sponsor's development goals.
 2. Prepare a plan set suitable to advertise for competitive bids. The plan set is anticipated to include the following plan sheets:
 - a. Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings.
 - b. Summary of Quantities with item number, specification numbers, description of work item, unit, and quantity.
 - c. Project Layout Plan, including General Notes
 - d. Construction Safety and Phasing Plan (CSPP), Notes, and Details
 - e. Pavement Rehabilitation Plans (multi-phased), Notes, and Details
 - f. Marking Plan, Notes, and Details
 - g. Other Construction Details, as needed

Included in this Element are efforts related to the management of the project, including periodic quality control (QC) checks of the construction plans, project status updates to the Sponsor and GDOT, grant administration, and other project management-related tasks.

- **Element 3 – Contract Documents** will consist of the following:
 1. Prepare bid documents suitable to advertise for competitive bids, including the following:
 - a. Front end contract documents, including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and DBE-related documentation.
 - b. Technical specifications, including the applicable FAA and/or GDOT specifications to include GDOT Special Provisions to published specifications.

The project shall be divided into a Base Bid and up to three (3) Bid Additives, giving the Sponsor the flexibility to tailor the construction scope of work to maximize the utilization of the available project budget based on the bid prices received from the lowest responsive bidder.

- **Element 4 – Bid & Award** will consist of the following:
 1. Legally advertise the project for bids, coordinating with the local newspaper and plan rooms.
 2. Address bidder questions and requests for information (RFIs).
 3. Prepare and issue addenda, as necessary. A maximum of two (2) addenda are accounted for in this scope of work.
 4. Prepare for and conduct a pre-bid conference. Prepare and issue meeting notes.
 5. Coordinate bid opening process with Decatur County personnel. County staff shall conduct the bid opening.
 6. Review the bids received for conformance with the contract documents.
 7. Review the bidder's personnel, equipment lists, and references to verify the contractor's qualifications and financial responsibility.
 8. Prepare a certified bid tabulation.
 9. Prepare and issue a recommendation of award or rejection of bids.
 10. Prepare and issue a Notice of Award to be issued to the successful bidder by the Sponsor.

Please note that this Scope of Work assumes that the project will be advertised for bids as a single project; and does not include separating the project into multiple schedules or phases (other than as noted above in Element 3). Nor does it include any services related to re-advertising the project for competitive bids.

This project will be designed in accordance with the provisions of the FAA Advisory Circular 150/5300-13A (Airport Design), 150/5370-10H (Standard Specifications for Construction of Airports), and other Advisory Circulars, as applicable. All construction details will conform to FAA specifications or GDOT Standard Specifications for Construction of Transportation Systems (2021 edition) and indicate published specification reference, where practical.

Time of performance: "100% complete" bid package is anticipated to be complete within 60 days of receipt of Notice to Proceed. It should be noted that this schedule is tentative, and subject to change based on various factors that neither the Sponsor nor the Consultant can control (e.g. availability for meetings, weather conditions, agency review time).

Deliverables will consist of the following:

1. One (1) PDF copy of the completed Categorical Exclusion form.
2. One (1) PDF copy of the draft 7460-1 form and accompanying exhibit(s) to GDOT for review and comment prior to submission to the FAA.
3. One (1) PDF copy of the "ready for bid" Construction Plans and Contract Documents.
4. One (1) PDF copy of any addenda issued during the bid advertisement period.
5. One (1) PDF copy of pre-bid meeting notes.
6. One (1) PDF copy of certified bid tabulation.
7. One (1) PDF copy of recommendation of award letter.
8. One (1) PDF copy of Notice of Award letter.

Construction contract from GDOT will not be initiated until receipt of all deliverables.

Any task, service, or deliverable not expressly included in the Scope of Work described above is thereby excluded from the Scope of Work for the *Rehabilitate Terminal Apron Pavement* project.

End Exhibit A.

Exhibit B
Cost Summary
Decatur County Industrial Air Park (BGE)
Rehabilitate Terminal Apron Pavement (Design & Bid)

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$3,690.00
Direct Cost	\$85.00
TOTAL (Lump Sum)	\$3,775.00

ELEMENT 2. CONSTRUCTION PLANS

Labor Subtotal	\$12,030.00
Direct Expenses	\$95.00
TOTAL (Lump Sum)	\$12,125.00

ELEMENT 3. CONTRACT DOCUMENTS

Labor Subtotal	\$6,570.00
Direct Expenses	\$80.00
TOTAL (Lump Sum)	\$6,650.00

ELEMENT 4. BID & AWARD

Labor Subtotal	\$10,215.00
Direct Expenses	\$435.00
TOTAL (Lump Sum)	\$10,650.00

ENGINEERING DESIGN & BID TOTAL	<u><u>\$33,200.00</u></u>
---	----------------------------------

PROJECT FORMULATION

Element 1	Hourly Breakdown											Total Man Hrs	Labor Cost	
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff			Sr. Owner Rep.
	\$ 290.00	\$ 250.00	\$ 200.00	\$ 180.00	\$ 155.00	\$ 125.00	\$ 95.00	\$ 180.00	\$ 130.00	\$ 90.00	\$ 70.00			\$ 125.00
Prepare work scope & fees		1	10	1			1				2		15	\$ 2,665.00
Pre-design/scoping conf. call w/ GDOT, Sponsor			1										1	\$ 200.00
Prepare & submit Categorical Exclusion document			1								1		2	\$ 270.00
Draft & final submission of 7460-1 notices (3, incl. address FAA rww. & re-submit for approval)			1				3				1		5	\$ 555.00
													0	\$ -
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
													0	\$ -
													0	\$ -
Coord. & admin. for subconsultant (no hrs, percentage)														\$ -
LABOR TOTAL	0	1	13	1	0	0	4	0	0	0	4	0	23	\$ 3,690.00

Mileage	\$ -	Distance	550	# of Trips	0	Rate	0.56	Time	8:30
Printing & Shipping	\$ 85.00								
Lodging	\$ -								
Per Diem (Travel Day)	\$ -					\$ 96.00			
Per Diem (Standard Day)	\$ -					\$ 41.25			
Total Direct Expenses	\$ 85.00					\$ 55.00			

CONSTRUCTION PLANS

Element 2	Hourly Breakdown											Labor Cost		
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff		Sr. Owner Rep.	Total Man Hrs
	\$ 290.00	\$ 250.00	\$ 200.00	\$ 180.00	\$ 155.00	\$ 125.00	\$ 95.00	\$ 180.00	\$ 130.00	\$ 90.00	\$ 70.00		\$ 125.00	
Review previously prepared plan set		2	10	4			2						18	\$ 3,410.00
Cover Sheet		1	1	1			1						4	\$ 725.00
Summary of Quantities		1	1	1			2						5	\$ 820.00
Project Layout Plan, incl. General Notes		1	1	1			1						4	\$ 725.00
Construction Safety & Phasing Plan, Notes, Details		1	1	1			1						4	\$ 725.00
Pavement Rehabilitation Plans, Notes, Details		1	1	1			4						7	\$ 1,010.00
Marking Plan, Notes, Details		1	1	1			4						7	\$ 1,010.00
Other Construction Details		1	1	1			1						4	\$ 725.00
Project Management		4	8								4		16	\$ 2,880.00
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
													0	\$ -
													0	\$ -
Coord. & admin. for subconsultant (no hrs, percentage)														\$ -
LABOR TOTAL	0	13	25	11	0	0	16	0	0	0	4	0	69	\$ 12,030.00

Distance 550 # of Trips 0 Rate \$ 0.56 Time 8:30

Mileage \$ -

Printing & Shipping \$ 95.00

Lodging \$ -

Per Diem (Travel Day) \$ -

Per Diem (Standard Day) \$ -

Total Direct Expenses \$ 95.00

CONTRACT DOCUMENTS

Element 3	Hourly Breakdown											Labor Cost		
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff		Sr. Owner Rep.	Total Man Hrs
	\$ 290.00	\$ 250.00	\$ 200.00	\$ 180.00	\$ 155.00	\$ 125.00	\$ 95.00	\$ 180.00	\$ 130.00	\$ 90.00	\$ 70.00		\$ 125.00	
													0	\$ -
Front End Contract Documents		1	8	2		2					8		21	\$ 2,960.00
Technical Specifications		2	10	2		2					8		24	\$ 3,610.00
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
Coord. & admin. for subconsultant (no hrs, percentage)														
LABOR TOTAL	0	3	18	4	0	0	4	0	0	0	16	0	45	\$ 6,570.00

Distance # of Trips Rate Time
Mileage \$ - 550 \$ 0.56 8:30
Printing & Shipping \$ 80.00
Lodging \$ -
Per Diem (Travel Day) \$ - \$ 96.00
Per Diem (Standard Day) \$ - \$ 41.25
Total Direct Expenses \$ 80.00

BID & AWARD

Element 4	Hourly Breakdown											Total Man Hrs	Labor Cost	
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff			Sr. Owner Rep.
	\$ 290.00	\$ 250.00	\$ 200.00	\$ 180.00	\$ 155.00	\$ 125.00	\$ 95.00	\$ 180.00	\$ 130.00	\$ 90.00	\$ 70.00	\$ 125.00		
Bid advert., incl. coord. w/ local paper & plan rms.			2								2		4	\$ 540.00
Address bidder questions and RFIs.			4	1							1		6	\$ 1,050.00
Prepare & issue addenda to address RFIs.		1	4	1		6					2		14	\$ 1,940.00
Prep for & conduct pre-bid mtg., incl. mtg. notes.		1	14								2		17	\$ 3,190.00
Prepare for & conduct bid opening.			3										3	\$ 600.00
Rvw. bids rec'd for conformance w/ contract docs.			1			1				2			4	\$ 435.00
Rvw. bidders' personnel, equip. lists, references			1			1				1			3	\$ 365.00
Prepare certified bid tabulation.		1	2			1				4			8	\$ 1,025.00
Prepare & issue recommendation of bid award.			3							1			4	\$ 670.00
Prepare & issue Notice of Award.			2										2	\$ 400.00
Use below if subconsultant performs this task and not above													0	\$ -
Subconsultant's Rates ----->														
Coord. & admin. for subconsultant (no hrs, percentage)													0	\$ -
LABOR TOTAL	0	3	36	2	0	0	9	0	0	0	15	0	65	\$10,215.00

Mileage	\$ 308.00	Distance	550	# of Trips	1	Rate	\$ 0.56	Time	8:30
Printing & Shipping	\$ 85.75								
Lodging	\$ -				0		\$ 96.00		
Per Diem (Travel Day)	\$ 41.25				1		\$ 41.25		
Per Diem (Standard Day)	\$ -				0		\$ 55.00		
Total Direct Expenses	\$ 435.00								

YEAR 2021

BILLING HOURLY RATES		PROFIT %	OVERHEAD %	LABOR
Principal	\$290.00	10.00%	167.28%	\$ 98.64
Dept. Manager	\$250.00	10.00%	167.28%	\$ 85.03
Program Manager	\$200.00	10.00%	167.28%	\$ 68.03
Sr. Proj. Manager	\$180.00	10.00%	167.28%	\$ 61.22
Project Manager	\$155.00	10.00%	167.28%	\$ 52.72
Project Engineer	\$125.00	10.00%	167.28%	\$ 42.52
Engineer 1	\$95.00	10.00%	167.28%	\$ 32.31
Sr. Planner	\$180.00	10.00%	167.28%	\$ 61.22
Planner 2	\$130.00	10.00%	167.28%	\$ 44.22
Planner 1	\$90.00	10.00%	167.28%	\$ 30.61
Admin. Staff	\$70.00	10.00%	167.28%	\$ 23.81
Sr. Owner Rep.	\$125.00	10.00%	167.28%	\$ 42.52

NOTE:

Insert labor, audited overhead and profit.
Spreadsheet will calculate billing rate.