

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, MARCH 9, 2021

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis requested that the consideration of an extension of personal property tax returns be added to the agenda as item 1a. Vice Chairman Brinson made a motion to approve the agenda with the amendment. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized Ms. Johnnie Mae Livingston who stated she resides at 338 Bettstown Road in Faceville and complained that every time it rains the water from Bettstown Road backs up in her yard. Chairman Stephens stated the Board would address the issue.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' Meeting held February 23, 2021, as presented. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Personal Property Tax Return Extension. Chairman Stephens stated several residents have contacted the Commissioners about extending the deadline for the personal property tax return. After a brief discussion, the item was tabled until March 23, 2021.

Consider GDOT Fuel Farm Contract Approval - Airport. Commissioner Stephens recognized County Administrator Thomas who stated the Board had previously approved for him to proceed with obtaining grant monies for a fuel farm at the Airport, which would be funded with federal, state and local funds. County Administrator Thomas stated the Airport had been without self-service fuel pumps for several months. County Administrator Thomas stated our engineering firm had said the amount of the fuel farm would be much less than originally stated, which was \$850,000. The total cost of the fuel farm would be \$604,312.47, with \$155,342.67 being the cost for the engineering fees, and \$448,969.80 being the bid amount for the fuel farm. County Administrator Thomas stated initially the County only had around \$300,000 of federal and state funds allocated for this project and over a period of 2 years at \$150,000 each year the County

would be able to recover the funds that was originally paid for the project. County Administrator Thomas stated the GDOT contract amount would be \$377,324.69, with federal and state funds being \$353,362.89 and the county costs being \$23,961.80. Over the next 2 years at \$150,000 each year, the balance for the county to recover from federal funding would be \$226,987.78 which is 90% and the county's funding balance would be the 10%. County Administrator Thomas further stated the total cost of the project to the county would be less than \$50,000. Also, this funding includes the removal and disposal of the old tanks currently being used. The location of the fuel farm would be on the east side of the FBO. County Administrator Thomas stated if the Board approves, the documents would be signed electronically. After the notice to proceed, the deadline for project completion would be 60 days. County Administrator Thomas recommends the approval of the contract. Vice Chairman Brinson made the motion to approve the contract. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Budget Amendments. Chairman Stephens recognized County Administrator Thomas who presented the budget amendments for the fiscal year ending June 30, 2020 and recommended approval to the Board. Commissioner Brock made the motion to approve the budget amendments as presented. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.


COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

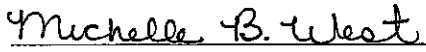
ADJOURN

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Approved: _____


Chairman, Pete Stephens

Attest: _____


County Clerk, Michelle B. West



**EXHIBIT A
SCOPE OF WORK**

**ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR
FUEL FARM**

**AT THE
DECATUR COUNTY INDUSTRIAL AIR PARK
BAINBRIDGE, GEORGIA**

Croy Engineering, LLC Project 1206.008

The Engineering Services will consist of project formulation and the preparation of concept site plan, and 7460 drawings and specifications for bidding for a design and construction project to install two 12,000 gallon Fuel Farm tanks, and closure of the existing fuel storage tank in place. Construction Phase Services will be included in this project, and the services will include the following elements of work:

Element 1 – Project Formulation shall include the preparation of work scope, fees, predesign/scoping conference call with the Georgia Department of Transportation (GDOT), client meeting, submittal of Forms 7460 (one for construction safety and phasing plan (CSPP) and narrative; one for equipment; and one for air space), short form Categorical Exclusion, coordination with regulatory agencies, and one site visit to observe existing conditions. The 7460 (3) forms and CSPP narrative will be coordinated with GDOT prior to submittal.

Element 2 – Survey Work shall include a field-run topographic survey of the anticipated project area (approximately 2 acres) using a Croy surveyor team. All work shall be done in Georgia State Plane Datum.

Element 3 – DBE Plan Update will update the DBE Plan for FY 2021 - 2023 to be provided by a DBE Sub-consultant (copy of proposal attached).

Element 4 – Construction Plans shall consist of:

1. **Cover Sheet** listing the name of the airport, vicinity and location maps, project numbers, index of drawings.
2. **General Notes, Legend, Summary of Quantities Sheet** which includes pertinent notes on the project, a legend that displays the various symbols and linework used in the plan set, summary of quantities, specification numbers, description of the item, unit of measure and estimated quantities.
3. **Project Layout and Construction Safety Phasing Plan** including a sketch of the airport, existing property lines, the airport operation area, contractor access route and staging area, and general project safety relative to the airport during construction.
4. **Fuel Facility Site Layout Plan** displaying the civil site concept for two (2) 12,000 gallon double wall UL-142 fuel tanks.
5. The Fuel System Engineer sub-consultant shall prepare the 100% engineering package containing drawing sheets for structural, electrical, and mechanical designs for the two proposed Fuel Farm tanks.

200 Cobb Parkway North | Building 400, Suite 413 | Marietta, Georgia 30062 | 770.971.5407
croyengineering.com



Element 5 – Contract Document(s) (booklet) shall include the advertisement for bids, Instructions to Bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or GDOT specifications to include GDOT Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project and will incorporate fuel facility specifications. The Spill Prevention Control and Countermeasures (SPCC) Plan and closure in-place of the existing fuel tank(s) are to be provided by the Fuel System Engineer sub-consultant.

Element 6 – Coordination, Review, and Comments will be addressed after the 90 percent submittal to GDOT.

Element 7 – Bid Phase Services shall include the preparation of advertisement for bids, response to contractor questions during the bidding process, receipt of bids at a scheduled bid opening, preparation of the bid tabulation, and recommendation of award to the lowest responsive and responsible bidder.

Element 8 – Construction Administration Services shall include the following:

1. Construction Administration Services to include conformance to federal requirements (as delineated in the contract documents) for the total time of the contract of sixty (60) calendar days.
2. One (1) site visit for the Pre-Construction Meeting.
3. Engineering Services to include review of contractor submittals for approval of materials.
4. Engineering Services to include responses to contractor "Requests for Information" (RFIs) during the construction process.
5. Two (2) Progress Conference calls as requested by the client.
6. Compiling of Contractor Pay Requests.
7. The Punchlist Walkthrough shall include one (1) site visit to determine if the project was satisfactorily constructed in accordance with the plans. This element also includes the review of any correction work items as shown on the Punchlist and preparation of a Final Inspection Report.
8. Close-Out Documentation.
 - a. Review and approval of pay requests and invoicing
 - b. File project records (materials testing results, daily reports, etc.)
 - c. Review and approval of weekly payroll for contractors and sub-contractors
 - d. Review and approval of employee wage rates and interviews
9. DBE Tracking is included in this element.

Element 9 – Construction Inspection/Observation Services shall include part-time resident inspection service for the construction of the project for a seven (7) working day contract, estimating ten (10) hours per working day. Resident Project Representative will also attend the pre-construction meeting and Punchlist Walkthrough.



Element 10 – Airport Layout Plan (ALP) Update and Record Drawings shall include the following:

1. Preparation of record drawings utilizing data provided by the contractor at the completion of the project.
2. Preparation of an updated ALP for construction.

The fuel system design and details will be supplied by a subconsultant and shall also be responsible for the SPCC Plan and closure in-place of the existing fuel tank(s). A sub-contractor shall be used for a geotechnical report, environmental testing of the existing fuel tanks, and for the DBE Plan Update.

The design will be completed as per the proposed schedule shown below. This includes one (1), ten (10) business day review period by GDOT with their comments returned no later than the tenth business day. Any additional schedule days accrued during these review periods will result in a 1:1 extension of the project design schedule with no impact to the Engineer.

This project will be designed and constructed in accordance with the provisions of the FAA Advisory Circular 150/5300-13A, updated 7/24/2019. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA specifications with approval by agency.

Deliverables will consist of one (1) set each of the Construction Plan Set and Specifications in .pdf format to GDOT for review and comment at the 90% review and prior to the bidding phase. One (1) electronic set each of the final Construction Plan Set and final Specifications in .pdf format and one (1) electronic copy of the Construction Plan Set in AutoCad .dwg format will be provided to GDOT, along with one (1) set of the ALP Update Drawings, and one (1) set of the Record Drawings. One (1) electronic copy each of the ALP Update Drawings and Record Drawings in .pdf format will be provided to both the Sponsor and GDOT.

Project Scope Exclusions:

- Pre-Bid Meeting
- Final Engineer's Report
- Site Stormwater Drainage Design
- Erosion and Sediment Control Plan



Anticipated Project Schedule

Milestone/Activity	Date
Complete Design and Construction Scope GDOT Issue Design NTP	11/02/2020
GDOT 50% Plan Set Submission	11/23/2020
GDOT 90% Plan Set Submission	12/07/2020
GDOT 90% Comments	12/21/2020
GDOT 100% Plan Set Submission	12/29/2020
Bid Advertisement	12/30/2020
Bid Opening	01/29/2020



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

March 10, 2021

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

In Re: AP021-9046-31(087) Decatur
PID - T007522
Contract Amount - \$353,362.89

Dear Chairman Stephens:

Enclosed for execution by Decatur County is an electronic contract for FY2021 to construct a fuel facility phase I and DBE update FY21-23 at the Decatur County Industrial Air Park in Bainbridge, GA. This project contains \$316,666.65 of federal funds and \$36,696.24 of state funds with the local share of the cost being \$23,961.80.

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 or Jewell Strozier, Contracts Specialist, at (404) 631-1826.

Sincerely,

Leigh Ann Trainer  Digitally signed by Leigh Ann Trainer
DN: c=US, e=ltrainer@gdot.ga.gov, o=GDOT,
ou=Division of Intermodal, cn=Leigh Ann Trainer
Date: 2021.03.10 13:09:36-0500

Leigh Ann Trainer, Assistant Director
Division of Intermodal

LAT:cam

Enclosures

Revised February 22, 2021

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP021-9046-31(087)
PID - T007522

DECATUR

****LIMITED PARTICIPATION****

STATE OF GEORGIA
FULTON COUNTY

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

THIS CONTRACT made and entered into on 3/29/2021, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and DECATUR COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract.

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 I; DBE UPDATE FY21-23 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. T007522/AP021-9046-31(087) DECATUR, prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications, 2016 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 THREE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FOUR and 69/100 Dollars (\$377,324.69). 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.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of THIRTY-SIX THOUSAND SIX HUNDRED NINETY-SIX and 24/100 Dollars (\$36,696.24) and federal funds in the amount of THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED SIXTY-SIX and 65/100 Dollars (\$316,666.65) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the Project which is THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED SIXTY-TWO and 89/100 Dollars (\$353,362.89). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the SPONSOR'S local share of the Project is in the amount of TWENTY-THREE THOUSAND NINE HUNDRED SIXTY-ONE and 80/100 Dollars (\$23,961.80).

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 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications, 2016 Edition 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:

i. 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. DEPARTMENT shall be name 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.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

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 standards 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 MARCH 31, 2023, whichever comes first.

(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.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the CHAIRMAN of DECATUR COUNTY, who has been duly authorized by DECATUR COUNTY, who have hereto set their hands this day and year hereafter written.

GEORGIA DEPARTMENT OF TRANSPORTATION BY: DECATUR COUNTY

DATE: _____

DATE: 3/15/2021

COMMISSIONER (SEAL)

DocuSigned by:
Pete Stephens
CHAIRMAN
Pete Stephens

PRINTED NAME

ATTEST: _____
Treasurer

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

DATE: 3/15/2021

DocuSigned by:

CLERK (SEAL)

58-600813

Federal ID/IRS #

DECATUR COUNTY INDUSTRIAL AIR PARK
BAINBRIDGE, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP021-9046-31(087) Decatur
PID-T007522

CONSTRUCT FUEL FACILITY PHASE 1; DBE UPDATE FY 21-23

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS	
Part 1 Federal Funds FY19 - SBGP-025-2019													
1	FAA	Project Formulation	EA	6979.70	\$1.00	\$6,979.70	90%	\$6,281.73	0%	\$0.00	0%	\$0.00	
2	FAA	Survey Work	EA	4317.28	\$1.00	\$4,317.28	90%	\$3,885.55	0%	\$0.00	0%	\$0.00	
3	FAA	DBE Plan Update FY21-23	EA	12238.26	\$1.00	\$12,238.26	90%	\$11,014.43	0%	\$0.00	0%	\$0.00	
4	FAA	Construction Plans	EA	57146.72	\$1.00	\$57,146.72	90%	\$51,432.05	0%	\$0.00	0%	\$0.00	
5	FAA	Contract Documents	EA	3151.05	\$1.00	\$3,151.05	90%	\$2,835.95	0%	\$0.00	0%	\$0.00	
6	FAA	Coordination, Review and Comments	EA	3788.59	\$1.00	\$3,788.59	90%	\$3,409.73	0%	\$0.00	0%	\$0.00	
7	FAA	Bid Phase Services	EA	4990.47	\$1.00	\$4,990.47	90%	\$4,491.42	0%	\$0.00	0%	\$0.00	
8A	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	74,054.60	\$1.00	\$74,054.60	90%	\$66,649.14	0%	\$0.00	5%	\$3,702.73	
Total Part 1 Federal Funds FY19								\$166,666.67		\$150,000.00		\$3,702.73	
Part 2 Federal Funds FY20 SBGP-030-2020													
Permit, Construct and Install (1) 12,000 Gallon Aboveground AvGas Fuel Facility and (1) 12,000 Gallon Jet A Fuel Facility, etc.													
8B	FF-3	Gallon Jet A Fuel Facility, etc.	EA	134,183.57	\$1.00	\$134,183.57	90%	\$120,765.21	10%	\$13,418.34	0%	\$0.00	
9	C-105		EA	32,483.10	\$1.00	\$32,483.10	90%	\$29,234.79	10%	\$3,248.31	0%	\$0.00	
Total Part 2 Federal Funds FY20								\$166,666.67		\$150,000.00		\$0.00	
Part 3 State Funds FY21													
10	FF-1	Disposal of Residual AvGas Fuel	GAL	200	\$2.50	\$500.00	0%	\$0.00	0%	\$0.00	75%	\$375.00	
11	FF-2	Disposal of Jet A Fuel	GAL	200	\$2.50	\$500.00	0%	\$0.00	0%	\$0.00	75%	\$375.00	
12	610	Existing Underground Fuel Storage Tanks to be Closed and Removed	EA	2	\$19,640.00	\$39,280.00	0%	\$0.00	0%	\$0.00	75%	\$29,460.00	
13	C-102	Construction Entrance/Exit, including Installation, Maintenance and Removal	EA	1	\$3,711.35	\$3,711.35	0%	\$0.00	0%	\$0.00	75%	\$2,783.51	
Total Part 3 State Funds FY21								\$3,991.35		\$0.00		\$32,993.51	
Total Project Cost								\$377,324.69		\$300,000.00		\$16,666.65	\$36,696.24

Federal Grant and FAIN #	Award Date	Amount	Fund Source
3-13-SBGP-025-2019	7/22/2019	\$150,000.00	22147
3-13-SBGP-030-2020	7/27/2020	\$166,666.65	22153
State FY21	N/A	\$36,696.24	01211
Total Maximum Obligation of State and Federal Funds this Contract:		\$353,362.89	

EXHIBIT B

**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of Decatur County whose address is 203 W. Broughton St. 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.

3/15/2021

Date

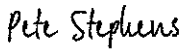
DocuSigned by:

 60BA7ABB1DE14A2...
 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:	T007522/AP021-9046-31(087) Decatur Construction Fuel Facility Phase I; DBE Update FY21-23

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

Chairman

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

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

3/15/2021
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 3/15/2021

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

My Commission Expires: August 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:  _____
Name: Pete Stephens
Position: Chairman
Company: DECATUR COUNTY

ATTACHMENT A

Department of Transportation
State of Georgia

MARCH 2, 2021

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007522/AP021-9046-31(087)DECATUR
CONSTRUCT FUEL FACILITY PHASE 1; DBE UPDATE FY21-23 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 2013 Specifications: November 1, 2013

**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 2013 Specifications: November 1, 2013

**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.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the CHAIRMAN of DECATUR COUNTY, who has been duly authorized by DECATUR COUNTY, who have hereto set their hands this day and year hereafter written.

GEORGIA DEPARTMENT OF TRANSPORTATION BY: DECATUR COUNTY

DATE: 3/26/2021

DocuSigned by:
Russell R McMurry
COMMISSIONER (SEAL)

DATE: 3/15/2021

DocuSigned by:
Pete Stephens
CHAIRMAN

Pete Stephens

PRINTED NAME

ATTEST: DocuSigned by:
[Signature]
B2ED3G86082408
Treasurer

This Contract approved by

DECATUR COUNTY

at a meeting held at:

203 W Broughton St, Bainbridge GA 39817

DATE: 3/16/2021

Michelle B. Robat
CLERK (SEAL)

58-6000813

Federal ID/IRS #





EXHIBIT C
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DECATUR COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T007522/AP021-9046-31(087) Decatur Construction Fuel Facility Phase I; DBE Update FY21-23

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

Chairman

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

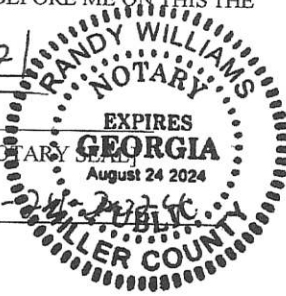
DocuSigned by:
Pete Stephens
60BA7AB1DE14A2
Signature (of Authorized Officer or Agent)

3/15/2021
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 3-14-2021

[Signature]
Notary Public
My Commission Expires: 8-24-2024



Decatur County, Georgia
 2020 Year End Budget Amendments
 For the Fiscal Year Ended June 30, 2020

General Fund		
Elections	Increase(decreased) Expenditures	\$ 46,000
Tax Commissioner	Increase(decreased) Expenditures	6,000
Magistrate	Increase(decreased) Expenditures	17,000
Probate	Increase(decreased) Expenditures	7,000
Emergency Management	Increase(decreased) Expenditures	6,500
Welfare	Increase(decreased) Expenditures	1,500
Industrial Park	Increase(decreased) Expenditures	230,000
Grant Revenues	(Increase) decreased Revenues	<u>(314,000)</u>
Net Overall Fund Change		<u>-</u>
Other Funds		
CDBG EIP - SRF		
Prior Year Resources	(Increased)Revenues	(27,000)
Expenditures	Increased Expenditures	<u>27,000</u>
Net Overall Fund Change		<u>-</u>
Decatur Co. Prison - SRF		
Revenues	(Increased)Revenues	(25,500)
Expenditures	Increased Expenditures	63,000
Prior Year Resources	(Increased) Use of Prior Year Resources	<u>(37,500)</u>
Net Overall Fund Change		<u>-</u>
Jail Inmate - SRF		
Revenues	(Increased)Revenues	(63,000)
Expenditures	Increased Expenditures	<u>63,000</u>
Net Overall Fund Change		<u>-</u>
Bond Debt Service Fund		
Revenues	(Increased)Revenues	(37,000)
Expenditures	Increased Expenditures	<u>37,000</u>
Net Overall Fund Change		<u>-</u>
Net Budget Amendment - ALL FUNDS	No net change in Overall Budget	<u>\$ -</u>