

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, MAY 10, 2022

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, RUSTY DAVIS, BOBBY BARBER, JR, 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

Chairman Stephens requested to amend the agenda by adding an executive session to discuss litigation as item number 4. With this amendment, Vice Chairman Brinson made a motion to approve the agenda. 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 Davis made a motion to approve the minutes of the Commissioners' meeting held April 26, 2022, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

**Consider Approval of GDOT Contract – Airport Apron Rehabilitation.** Chairman Stephens recognized County Administrator Thomas who stated the proposed agreement was in their packets. The agreement has two reports, the one report with the red lines is the summary and it shows the total amount of the project being \$2,301,673.20 with the federal funds being \$2,031,652.91, state funds being \$202,515.22 and Decatur County's portion being \$67,505.07. The Airport Apron Improvement project was bid in four phases and this is phase three, attached is a draft contract for the project and if approved, the Board would be authorizing the Chairman to sign the contract electronically through DocuSign which is how GDOT processes contracts and County Administrator Thomas recommends approval by the Board. Commissioner Davis made a motion to approve the contract, a draft copy is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Standard IRS Mileage Rate Reimbursement.** Chairman Stephens recognized County Administrator Thomas who stated Decatur County currently reimburses employees at a rate of \$.535 per mile for personal use of vehicles and due to the increasing fuel prices recommends approval by the Board to increase the amount of reimbursement to

employees to the current standard IRS mileage rate of \$.585. Commissioner Anderson made a motion to approve the mileage rate. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**EXECUTIVE SESSION**

Commissioner Brock made the motion to enter into executive session to discuss litigation. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the board room. Commissioner Davis made the motion to enter back into regular session. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated there was no action taken in executive session.

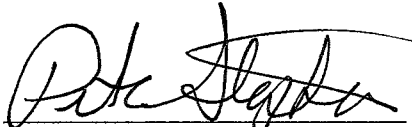
**COMMISSIONERS/ADMINISTRATOR'S REMARKS**

The Commissioners thanked everyone for coming to the meeting.

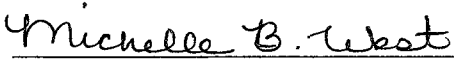
**ADJOURN**

There being no further business, the meeting, on motion by Commissioner Brock, 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





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

May 23, 2022

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

**In Re:** AP022-9056-35(087) Decatur  
PID - T007893  
Contract Amount - \$2,234,168.13

Dear Chairman Stephens:

Transmitted herewith is a fully executed contract between the Department and the Decatur County Board of Commissioners. The contract is to rehabilitate apron at the Decatur County Industrial Air Park. The attached document serves as your formal Notice to Proceed with the project.

A pre-construction conference with the contractor should be scheduled and accomplished prior to the start of construction. The conference should be scheduled by you or your airport engineering consultant. Please insure that our office and the Department's Area Engineer are invited to the meeting.

We look forward to working with you on this project. If you have any questions, please contact Ronnie Hall, Aviation Project Manager, at (229) 325-0021.

Sincerely,

Leigh Ann Trainer 

Leigh Ann Trainer, Director  
Division of Intermodal

LAT:jds

Enclosures

**GEORGIA DEPARTMENT OF TRANSPORTATION  
AIRPORT CONTRACT**

**NOTICE TO PROCEED**

PROJECT NUMBER: AP022-9056-35(087)

COUNTY: DECATUR

CONSTRUCTION AUTHORIZATION: DISTRICT 4

EFFECTIVE DATE: MAY 23, 2022

PID NO.: T007893

CONTRACT WITH: DECATUR COUNTY

DATE CONTRACT EXECUTED: MAY 23, 2022

Revised November 10, 2021

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP022-9056-35(087)  
PID - T007893

DECATUR

**\*\*LIMITED PARTICIPATION\*\***

STATE OF GEORGIA                   \*\* DO NOT UNSTAPLE THIS BOOKLET...  
  ENTER ALL REQUIRED INFORMATION  
FULTON COUNTY                    EITHER BY HAND OR STAMP.

THIS CONTRACT made and entered into on 5/23/2022, ("Effective Date") 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. (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:

REHABILITATE 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. T007893/AP022-9056-35(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 attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated June 26, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

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

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

The total estimated cost of the Project is TWO MILLION THREE HUNDRED ONE THOUSAND SIX HUNDRED SEVENTY-THREE and 20/100 Dollars (\$2,301,673.20). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is attached hereto and incorporated as if fully set forth herein.

The Maximum amount that the Department shall be obligated to pay is TWO MILLION TWO HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED SIXTY-EIGHT and 13/100 Dollars (\$2,234,168.13).

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

In addition, the following paragraphs shall apply:

1. It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of TWO HUNDRED TWO THOUSAND FIVE HUNDRED FIFTEEN and 22/100 Dollars (\$202,515.22) 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 TWO MILLION THIRTY-ONE THOUSAND SIX HUNDRED FIFTY-TWO and 91/100 Dollars (\$2,031,652.91) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR's local share of the project is in the amount of SIXTY-SEVEN THOUSAND FIVE HUNDRED FIVE and 07/100 Dollars (\$67,505.07).

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

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

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

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

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

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

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

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

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

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

other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

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

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

is self-insured and all claims against SPONSOR will be handled through \_\_\_\_\_  
OR

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

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

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

3. The insurance certificate must provide the following:

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

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

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad 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 JULY 31, 2024, whichever comes first, subject to the Term of this Contract.

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

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

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

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

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

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

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

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

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for

payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION:

DECATUR COUNTY:

DATE: 5/21/2022

DATE: 5/11/2022

DocuSigned by:  
Russell R McMurry  
780657100642FA  
COMMISSIONER (SEAL)

DocuSigned by:  
Pete Stephens  
60BA7ABB1DE14A2...  
CHAIRMAN

Pete Stephens

PRINTED NAME

ATTEST: DocuSigned by:  
Joseph A. White  
74085B5B0FAC425...  
Treasurer

This Contract approved by  
DECATUR COUNTY

at a meeting held at:

203 W Broughton St, Bainbridge GA 39817

DATE: 5/11/2022

DocuSigned by:  
Thomas S. Clark  
CD2831353C33484...  
CLERK

(SEAL)

58-6000813

Federal ID/IRS #

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

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

**GDOT PROJECT NUMBER: AP022-9056-35(087) Decatur  
PID-T007893**

**REHABILITATE APRON**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
<b>Part I Federal Funds FY22 - SBGP-043-2022</b>								<b>22166</b>				<b>01217</b>
1	C-100	Contractor Quality Control Program (CQCP)	EA	50000.00	\$1.00	\$50,000.00	100%	\$50,000.00	0%	\$0.00	0%	\$0.00
2	C-102-5.1	Construction Exit	EA	15000	\$1.00	\$15,000.00	100%	\$15,000.00	0%	\$0.00	0%	\$0.00
3	C-105	Mobilization	EA	156755	\$1.00	\$156,755.00	100%	\$156,755.00	0%	\$0.00	0%	\$0.00
4	AC20-35C	Aircraft Tie-Down, per set	EA	4	\$7,200.00	\$28,800.00	100%	\$28,800.00	0%	\$0.00	0%	\$0.00
5	P-101-5.1	Pavement Panel Removal 16" Depth, including up to 9.9" of pavement	SY	1335	\$105.00	\$140,175.00	100%	\$140,175.00	0%	\$0.00	0%	\$0.00
6	P-101-5.2	Pavement Panel Removal 16" Depth, including 10" to 13.9" of pavement	SY	1335	\$100.00	\$133,500.00	100%	\$133,500.00	0%	\$0.00	0%	\$0.00
7	P-101-5.3	Pavement Panel Removal 16" Depth, including 14" to 16" of pavement	SY	1335	\$95.00	\$126,825.00	100%	\$126,825.00	0%	\$0.00	0%	\$0.00
8	P-101-5.4	Spalled Portland Cement Concrete Pavement Repair	SF	735	\$70.00	\$51,450.00	100%	\$51,450.00	0%	\$0.00	0%	\$0.00
9	P-101-5.5	Spalled Asphalt PCC Pavement Repair	SF	30	\$85.00	\$2,550.00	100%	\$2,550.00	0%	\$0.00	0%	\$0.00
10	P-101-5.6	Spalled Asphalt Pavement Repair, Adjacent Concrete Trench Drain, Width and Depth Varies	SF	300	\$34.00	\$10,200.00	100%	\$10,200.00	0%	\$0.00	0%	\$0.00
11	P-101-5.8	PCC Pavement Panel Corner Repair, 5'x5'	EA	4	\$6,750.00	\$27,000.00	100%	\$27,000.00	0%	\$0.00	0%	\$0.00
12	P-101-5.10	Removal of Foreign Substances/Contaminants (Ex. Markings)	SF	1305	\$20.00	\$26,100.00	100%	\$26,100.00	0%	\$0.00	0%	\$0.00
13	P-101-5.11	Remove Existing Utility Box	EA	3	\$2,000.00	\$6,000.00	100%	\$6,000.00	0%	\$0.00	0%	\$0.00
14a	P-501-8.1	PCC Pavement Panel, including 10" P-501 PCC & 6" P-209 Aggregate Base	SY	3230.33239	\$265.39	\$857,297.91	100%	\$857,297.91	0%	\$0.00	0%	\$0.00
15a	P-605-5.2	Joint Sealing in PCC Pavement (for remaining joints)	LF	0	\$8.00	\$0.00	100%	\$0.00	0%	\$0.00	0%	\$0.00
16a	FAA	Construction Observation	EA	0	\$1.00	\$0.00	100%	\$0.00	0%	\$0.00	0%	\$0.00
<b>Total Part I Federal Funds FY22</b>						<b>\$1,631,652.91</b>		<b>\$1,631,652.91</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>Part II Federal Funds FY20A - SBGP-030-2020</b>								<b>22153</b>				<b>22153</b>
14b	P-501-8.1	PCC Pavement Panel, including 10" P-501 PCC & 6" P-209 Aggregate Base	SY	774.66761	\$265.39	\$205,589.04	90%	\$185,030.13	10%	\$20,558.90	0%	\$0.00
15b	P-605-5.2	Joint Sealing in PCC Pavement (for remaining joints)	LF	22806.058	\$8.00	\$182,448.46	90%	\$164,203.62	10%	\$18,244.85	0%	\$0.00
17	P-605-5.1	Joint Sealing in Asphalt Concrete Pavement (for remaining joints)	LF	4785	\$2.50	\$11,962.50	90%	\$10,766.25	10%	\$1,196.25	0%	\$0.00
<b>Total Part II Federal Funds FY20A</b>						<b>\$400,000.00</b>		<b>\$360,000.00</b>		<b>\$40,000.00</b>		<b>\$0.00</b>
<b>Part III State Funds FY22</b>												
15c	P-605-5.2	Joint Sealing in PCC Pavement (for remaining joints)	LF	11938.942	\$8.00	\$95,511.54	0%	\$0.00	0%	\$0.00	75%	\$71,633.65
18	P-605-5.3	Crack Seal in Asphalt Concrete Pavement	LF	875	\$2.75	\$2,406.25	0%	\$0.00	0%	\$0.00	75%	\$1,804.69
19	P-605-5.4	Crack Seal in Portland Cement Concrete Pavement	LF	2535	\$10.00	\$25,350.00	0%	\$0.00	0%	\$0.00	75%	\$19,012.50
20	P-620-5.1	Runway & Taxiway Marking, Type II (Yellow), including Reflective Material	SF	3375	\$2.50	\$8,437.50	0%	\$0.00	0%	\$0.00	75%	\$6,328.13
21	P-620-5.2	Runway and Taxiway Marking, Type II (Black)	SF	5850	\$1.00	\$5,850.00	0%	\$0.00	0%	\$0.00	75%	\$4,387.50
22	P-620-5.3	Auto Parking Marking & Striping (White) 4" Wide	SF	90	\$8.50	\$765.00	0%	\$0.00	0%	\$0.00	75%	\$573.75

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

**EXHIBIT A**

**SUMMARY OF CONSTRUCTION ITEMS**

**GDOT PROJECT NUMBER: AP022-9056-35(087) Decatur  
PID-T007893**

**REHABILITATE APRON**

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS
23	FAA	Project Formulation	EA	3050	\$1.00	\$3,050.00	0%	\$0.00	0%	\$0.00	75%	\$2,287.50
24	FAA	Construction Administration	EA	33100	\$1.00	\$33,100.00	0%	\$0.00	0%	\$0.00	75%	\$24,825.00
16b	FAA	Construction Observation	EA	48000	\$1.00	\$48,000.00	0%	\$0.00	0%	\$0.00	75%	\$36,000.00
25	FAA	Construction Material Testing	EA	47550	\$1.00	\$47,550.00	0%	\$0.00	0%	\$0.00	75%	\$35,662.50
<b>Total Part III State Funds FY22</b>						<b>\$270,020.29</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$202,515.22</b>
<b>Total Project Cost</b>						<b>\$2,301,673.20</b>		<b>\$1,991,652.91</b>		<b>\$40,000.00</b>		<b>\$202,515.22</b>

Federal Grant and FAIN #	Award Date	Amount	Fund Source	Activity Code
3-13-SBGP-043-2022	4/14/2022	\$1,631,652.91	22166	AVIA
3-13-SBGP-030-2020	7/27/2020	\$360,000.00	22153	AVIA
3-13-SBGP-030-2020	7/27/2020	\$40,000.00	22153	AVCA
STATE FY22	N/A	<u>\$202,515.22</u>	01217	AVIA
<b>Total Maximum Obligation of Federal and State Funds this Contract:</b>		<b>\$2,234,168.13</b>		

## 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 P.O. BOX 726, BAINBRIDGE, GA 39818, 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.

5/11/2022

Date

DocuSigned by:  
  
005A7ABB1DE14A2...  
 \_\_\_\_\_  
 Name: Pete Stephens Signature  
 Title: Chairman



## EXHIBIT C

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	DECATUR COUNTY
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T007893/AP022-9056-35(087) Decatur Rehabilitate 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

Chairman

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:  
Pete Stephens  
00B7ABB1DE14A2  
Signature (of Authorized Officer or Agent)

5/11/2022  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 5/12/2022

DocuSigned by:  
[Signature]  
7D102200CA5247A...  
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

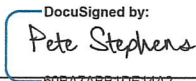
The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees 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:   
Name: Pete Stephens  
Position: Chairman  
Company: DECATUR COUNTY

ATTACHMENT A

Department of Transportation  
State of Georgia

MAY 3, 2022

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007893/AP022-9056-35(087) DECATUR  
REHABILITATE APRON AT THE DECATUR COUNTY INDUSTRIAL AIR PARK IN BAINBRIDGE, GA

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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**

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*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**

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**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.