

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP016-9000-09(187)  
PID - T005403

LUMPKIN COUNTY

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

STATE OF GEORGIA

**\*\* DO NOT UNSTAPLE THIS BOOKLET...**

FULTON COUNTY

ENTER ALL REQUIRED INFORMATION  
EITHER BY HAND OR STAMP.

THIS AGREEMENT made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the DEPARTMENT OF TRANSPORTATION OF GEORGIA, party of the first part (hereinafter called "DEPARTMENT"), and LUMPKIN COUNTY(hereinafter called "SPONSOR"), who have been duly authorized to execute this Agreement.

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:

OVERLAY AND MARK RUNWAY, TAXIWAY, APRON AND ENTRANCE ROAD AT  
THE LUMPKIN COUNTY AIRPORT IN DAHLONEGA, 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. T005403/AP016-9000-09(187) LUMPKIN, prepared (or approved) by the Georgia Department of Transportation and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions contained in Attachment A, which are hereby made a part of this Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated July 21, 2014.

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

(2) At the time of execution of this Agreement, 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 HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED SIXTY and 00/100 Dollars (\$289,160.00). 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 Agreement as fully and to be the same effect as if the same had been set forth at length in the body of this Agreement.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of TWO HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED SEVENTY and 00/100 Dollars (\$216,870.00) 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 share of the project which is \$216,870.00. 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 75% 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 SEVENTY-TWO THOUSAND TWO HUNDRED NINETY and 00/100 Dollars (\$72,290.00).

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 agreement 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. 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 and Special Provisions included in Attachment A and made a part of this contract and the Standards for Specifying Construction of Airports, dated July 21, 2014, Federal Aviation Administration, 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 Chief Engineer upon any question connected with the execution or fulfillment of this Agreement 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 Agreement to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said project.

(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, 2017, whichever comes first:

(12) SERVICE DELIVERY STRATEGY CERTIFICATION: By execution of this contract, the SPONSOR certifies, under penalty of law, that LUMPKIN COUNTY is in compliance with the Service Delivery Strategy Law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be use 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 Section 36-81-7 of the Official Code of Georgia Annotated, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B which is hereby made a part of this Agreement as if fully set out herein.

(15) In accordance with the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, 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 Agreement as if fully set out herein.

(16) 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. 13153, 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 LUMPKIN COUNTY, who has been duly authorized by the LUMPKIN COUNTY, who have hereto set their hands this day and year hereafter written.

DEPARTMENT OF TRANSPORTATION BY:

\_\_\_\_\_  
Commissioner (SEAL)

Executed on behalf of

LUMPKIN COUNTY

This the 9th day  
of July, 2015

\_\_\_\_\_  
CHAIRMAN

CHRIS DOCKERY  
PRINTED NAME

ATTEST: \_\_\_\_\_  
Treasurer

WITNESS FOR:

LUMPKIN COUNTY

\_\_\_\_\_  
Melissa Rich

This contract approved by

LUMPKIN COUNTY

at a meeting held at:

Dalhousie, Georgia

This the 7th day  
of July, 2015.

\_\_\_\_\_  
Kathleen Currier  
Clerk

58-6000857  
Federal ID/IRS #

**LUMPKIN COUNTY AIRPORT  
DAHLONEGA, GA**

**EXHIBIT A**

**Summary of Construction Items**

**GDOT PROJECT NUMBER: AP016-9000-09(187) LUMPKIN  
PID: T005403**

**Overlay and Mark Runway, Taxiway, Apron and Entrance Road**

ITEM	SPEC.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	GDOT FUNDS	%
1	M101	Mobilization	LS	1	\$ 17,760.07	\$ 17,760.07	\$ 13,320.05	75%
2	S-324	Single Surface Treatment	SY	17167	\$ 1.90	\$ 32,617.30	\$ 24,462.98	75%
3	S-402	Recycled Asphalt Concrete Leveling	TN	570	\$ 91.49	\$ 52,149.30	\$ 39,111.98	75%
4	S-402	Recycled Asphalt Concrete Runway Surface Course	TN	1300	\$ 75.61	\$ 98,293.00	\$ 73,719.75	75%
5	S-402	Recycled Asph. Conc. Taxiway, Apron, & Entrance Rd Surf. Course	TN	700	\$ 85.62	\$ 59,934.00	\$ 44,950.50	75%
6	S-413	Bituminous Tack Coat	GAL	1630	\$ 2.17	\$ 3,537.10	\$ 2,652.83	75%
7	FAA	AC 150/5340-1L White and Yellow Marking	SF	8000	\$ 0.85	\$ 6,800.00	\$ 5,100.00	75%
8	SPON	Shoulder Reconstruction & Seeding	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,750.00	75%
9	SPON	Resident Inspection & Final Closeout	EA	13070	\$ 1.00	\$ 13,069.23	\$ 9,801.92	75%
<b>Total Project Cost</b>						<b>\$ 289,160.00</b>	<b>\$ 216,870.00</b>	

**TOTAL MAXIMUM OBLIGATION OF STATE FUNDS THIS CONTRACT: \$216,870.00 State FY16**

**FUND SOURCE  
01161**

## EXHIBIT B

### CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principle and duly authorized representative of LUMPKIN COUNTY whose address is 99 COURTHOUSE H. and DAHLONEGA, GA 30533 it is also certified that:

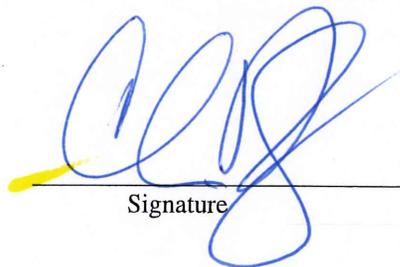
The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

9 July 2015

Signature



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Lumpkin County

Contract No. and Name: T005403/AP016-9000-09(187) Lumpkin

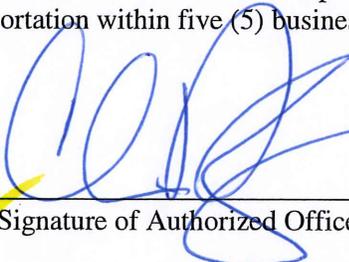
Overlay and Mark Runway, Taxiway, Apron and Entrance Road

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

126741  
E-Verify / Company Identification Number

  
Signature of Authorized Officer or Agent

6/12/2008  
Date of Authorization

CHRIS DOCKERY  
Printed Name of Authorized Officer or Agent  
**Chairman, Lumpkin County  
Board of Commissioners**

\_\_\_\_\_  
Title of Authorized Officer or Agent

9 July 2015  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

9th DAY OF July, 2015

Kathleen C Walker  
Notary Public

My Commission Expires: 11 May 2018



Department of Transportation  
State of Georgia

July 6, 2015

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T005403/AP016-9000-09(187) Lumpkin  
Overlay and Mark Runway, Taxiway, Apron and Entrance Road at the Lumpkin County  
Airport in Dahlonega, 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

Date: July 1, 2015  
Date: May 29, 2001  
*First Use Date 2001 Specifications: November 1, 2002*

**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.**

**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.