Board of County Commissioners
Pre-Commission Meeting

December 5, 2023 | 5:00 PM
City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Al Tillman

1. **Call to Order**
   Mayor Lester M. Miller

2. **Approval of Minutes**
   a. Approval of minutes from the November 21, 2023 meeting (Sponsored by:)

3. **Contracts and Purchase Orders for Approval**
   a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Facility Use Agreement With Embraer Aircraft Maintenance Services, Inc. For Airplane Storage At The Middle Georgia Regional Airport (Sponsored by: Lester M. Miller, Mayor)
   b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Reeves Construction Company In The Amount Of $5,785,779.50 For The Runway 10-28 Reconstruction Project At Macon Downtown Airport (Sponsored by: Lester M. Miller, Mayor)
   c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute A Work Authorization With Goodwyn Mills Cawood, LLC In The Amount Of $564,860.00 For Consulting Services For The Reconstruction Of Runway 10-28 At Macon Downtown Airport (Sponsored by: Lester M. Miller, Mayor)

4. **Appropriations**

a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To $500,000.00 In American Rescue Plan Act Funds To Macon Volunteer Clinic, Inc. For The Purpose Of Funding The Move To And Build Out Of A Larger Medical Services Facility (Sponsored by: Lester M. Miller, Mayor)

5. Grants

a. A Resolution Of The Macon-Bibb County Commission Accepting Georgia Department Of Transportation Funding, In The Amount Of Up To $5,305,542.14, For Costs Associated With Runway 10-28 Reconstruction Project At The Macon Downtown Airport, With A Local Match Of Up To $1,045,097.37 (Sponsored by: Lester M. Miller, Mayor)

b. A Resolution Of The Macon-Bibb County Commission Authorizing The County's Submission Of An Application For A Roadside Enhancement And Beautification Council Grant And The Eventual Signing Of A Mowing And Maintenance Agreement For The Beautification Of The Highway 247 And Avondale Mill Road Interchange (Sponsored by: Lester M. Miller, Mayor)

6. Additions or Changes to the Macon-Bibb County Code

a. An Ordinance Of The Macon-Bibb County Commission To Amend Various Provisions Of Chapter 4 Of The Macon-Bibb County Code Of Ordinances For The Purpose Of Updating Limitations On The Retail Sale Of Alcoholic Beverages By Licensed Manufacturers For Consistency With State Law (Sponsored by: Lester M. Miller, Mayor)

7. Blue and Gold Star Monuments

a. A Resolution Of The Macon-Bibb County Commission Accepting The Donation And Authorizing The Placement Of A Blue Star Memorial Marker And A Gold Star Memorial Marker At Fort Hawkins, Subject To The Approval Of The Director Of Macon-Bibb County's Parks And Beautification Department As To The Location Of Said Markers; (Sponsored by: Lester M. Miller, Mayor)

8. Year End Ordinances

a. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation For The Transfer Of $50,162,214.00 From The Fund Balances Of Multiple Funds In The Fy24 Budget To Account For Outstanding Purchase Orders (Sponsored by: Lester M. Miller, Mayor)

b. An Ordinance Of The Macon-Bibb County Commission To Amend The Fy 2023 General Fund Budget To $248,167,207 In Total Revenues And $248,167,207 In Total Expenditures Resulting In A Supplemental Appropriation Of $1,692,873 And Other Year End Adjustments (Sponsored by: Lester M. Miller, Mayor)

9. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement,claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb Countyor any officer or employee or in which the county or any officer or employee may be directly involved as provided inO.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);

PRE-COMMISSION ACTING AS COMMITTEE OF THE WHOLE

MINUTES

November 21, 2023

The Pre-Commission meeting acting as a Committee of the Whole was called to order by Mayor Lester M. Miller.

COMMISSIONERS PRESENT:
Mayor Lester M. Miller
Mayor Pro Tem Seth Clark (on phone)
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Bill Howell
Commissioner Raymond Wilder
Commissioner Virgil Watkins
Commissioner Al Tillman
Commissioner Mallory Jones

OTHERS PRESENT:
Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Michael McNeill, Sr. Assistant County Attorney
Sara Davis, Assistant County Attorney
Melissa Touchton, Assistant County Clerk
Chris Floore, Public Affairs
Olivia Walter, Communications
Edna Adams, Communications
Charise Stephens, Small Business Affairs

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1. **Call to Order**

Mayor Lester M. Miller called the meeting to order.

2. **Approval of Minutes**

A. Approval of the minutes from the November 7, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Wynn and carried unanimously, the minutes of the November 7, 2023 meeting were approved.

3. **Mental Health Service for the Citizens of Georgia**

A. A Resolution Of The Macon-Bibb County Commission Urging The Governor And General Assembly Of Georgia To Continue Efforts To Reform And Improve Mental Health Services For The Citizens Of Georgia; (Sponsored by: Lester M. Miller, Mayor, Commissioner Wynn, Commissioner Bronson, Commissioner Lucas, Commissioner Jones, Mayor Pro Tem Clark, Commissioner Wilder, Commissioner Howell, Commissioner Watkins, Commissioner Tillman)

On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the Resolution to improve Mental Health Services for the Citizens of Georgia was approved.

4. **Acceptance of Grants**

A. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Grant From The Peyton Anderson Foundation In The Amount Of $200,000.00, With No Local Match, To Be Used To Purchase ATVS And Enhance Security Around Downtown Macon And The Ocmulgee Heritage Trail (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the Grant from the Peyton Anderson Foundation was accepted.

B. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act (VOCA) Grant For Federal Fiscal Year 2023, In The Amount Of $41,514.00, With No Local Match, To The Bibb County Solicitor General's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Tillman and carried unanimously, the Criminal Justice Coordinating Council Victims of Crime Act Grant to the Solicitor General's office was accepted.

C. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act (VOCA) Grant For Federal Fiscal Year 2023, In The Amount Of $93,350.00, With No Local Match, To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Jones and carried unanimously, the Criminal Justice Coordinating Council Victims of Crime Act Grant to the Macon Judicial Circuit District Attorney's Office was accepted.

5. Adding Items to the Agenda:

A. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Fort Hill Street Running Between Shurling Drive And Morrow Avenue In Honor Of Pastors P.R. Binns And Willie L. Finney, Sr., In Recognition Of Their Years Of Service And Leadership To St. Peter's Missionary Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed $500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by Commissioner Lucas and Commissioner Bronson)

On motion of Commissioner Lucas, seconded by Commissioner Wynn and carried unanimously, the above item was added to the agenda.

On motion of Commissioner Lucas, seconded by Commissioner Tillman and carried unanimously, the street dedication was approved.

6. Executive Session

Discussion or voting on entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Other: O.C.G.A. §50-14-3(b)(4) as provided in confidential criminal investigation matters.

On motion of Commissioner Wynn, seconded by Commissioner Jones and carried unanimously, the meeting went into Executive Session for the above reasons.

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the Commission came out of Executive Session.

7. Presentation Regarding Small Business Affairs

Presentation by Charise Stephens

There being no further business, the meeting was adjourned.

Respectfully submitted:

Melissa B. Touchton
Assistant Clerk of the Macon-Bibb County Commission

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER AL TILLMAN**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH EMBRAER AIRCRAFT MAINTENANCE SERVICES, INC. FOR AIRPLANE STORAGE AT THE MIDDLE GEORGIA REGIONAL AIRPORT; AND OTHER LAWFUL PURPOSES.

WHEREAS, Embraer Aircraft Maintenance Services, Inc. desires to utilize space in the former Bombardier hangar at the Middle Georgia Regional Airport for the storage of an airplane through June 2024; and

WHEREAS, the Airport Director has determined that the appropriate fee for the use of such space for such purpose is $9,000.00 per month; and

WHEREAS, pursuant to Macon-Bibb County Code of Ordinances Section 19-10(a)(4), approval of the Macon-Bibb County Commission is required for facility use agreements in excess of an annual amount of $24,000.00; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Facility Use Agreement with Embraer Aircraft Maintenance Services, Inc., in a monthly amount of $9,000.00, for airplane storage in the former Bombardier Hangar at the Middle Georgia Regional Airport, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be substantive provisions of this Resolution ad hereby incorporated by reference into this provision

BE IT FURTHER RESOLVED in the event of scrivener's errors shall be discovered in this Resolution or in the Exhibit hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this resolution shall be and the same hereby are repealed, and this resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AND ADOPTED this ___ day of ____________, 2023.

By: ____________________________________
Lester M. Miller, Mayor

Attest: ____________________________________
Janice S. Ross, Clerk of Commission

(SEAL)

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LEGISLATIVE SPONSORS

✔MAYOR LESTER M. MILLER	□ MAYOR PRO TEMPORE SETH CLARK
□ COMMISSIONER VALERIE WYNN	□ COMMISSIONER PAUL BRONSON
□ COMMISSIONER ELAINE LUCAS	□ COMMISSIONER MALLORY C. JONES, III
□ COMMISSIONER RAYMOND WILDER	□ COMMISSIONER BILL HOWELL
□ COMMISSIONER VIRGIL WATKINS, JR.	□ COMMISSIONER AL TILLMAN

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH REEVES CONSTRUCTION COMPANY IN THE AMOUNT OF $5,785,779.50 FOR THE RUNWAY 10-28 RECONSTRUCTION PROJECT AT MACON DOWNTOWN AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the "Commission") is committed to the continued improvement of the two airports located within Macon-Bibb County; and

WHEREAS, Runway 10-28 at Macon Downtown Airport is in need of reconstruction and a line of sight correction; and

WHEREAS, Invitation for Bids ("IFB") No. 23-052-LH was published on June 26, 2023, soliciting bids for the reconstruction of Runway 10-28 at Macon Downtown Airport; and

WHEREAS, IFB No. 23-052-LH was published on Macon-Bibb County's Procurement Department website and posted to the Georgia Procurement Registry, where fifteen (525) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, twenty-seven (27) were African American-owned, four (4) were Asian American-owned, one (1) was Hispanic/Latino-owned, four (4) were Native American-owned, and one (1) was Pacific Island/American-owned; and

WHEREAS, on the published due date of July 18, 2023, three (3) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirements; and

WHEREAS, after the bid review, Reeves Construction Company, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement agrees with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Reeves Construction Company in the amount of FIVE MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS AND 50/100 CENTS ($5,785,779.50) for the reconstruction of Runway 10-28 at the Macon Downtown Airport, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of __________________, 2023.

By: ____
LESTER M. MILLER, Mayor

Attest: ____
(SEAL) JANICE S. ROSS, Clerk of Commission

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EXHIBIT A

NOTICE OF AWARD

Date of Issuance: _____/_____/_____

Owner: Macon-Bibb County Consolidated Government

Engineer: Goodwyn Mills Cawood, LLC

GMC Project No.: TATL200012

Project: RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION

GDOT PID.: T00XXXX / APXXX-XXXX-XX(031)

Bidder: Reeves Construction Company
Bidder's Address: 2500 Gray Highway
Macon, GA 31211

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 27, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $5,785,779.50. Five [5] unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to ENGINEER five [5] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

ENGINEER will return to you one fully executed contract as indicated in Paragraph 30.07 of the General Contract Provisions.

Owner: Macon-Bibb County Consolidated Government

By: ______________________
Lester Miller

Title: Mayor

Contractor: Reeves Construction Company

By: Dean Hayman
Dean Hayman

Title: West Region Manager

CONTRACT AGREEMENT

APXXX-XXXX-XX(031)
GDOT PID: T00XXXX

THIS AGREEMENT, made as of ______________________________________ is **BY AND BETWEEN**

the OWNER:	MACON-BIBB COUNTY CONSOLIDATED GOVERNMENT 700 Poplar Street Macon, Georgia 31201
And the CONTRACTOR:	REEVES CONSTRUCTION COMPANY 2500 Gray Highway Macon, Ga 31211

WITNESSETH:

WHEREAS it is the intent of the OWNER to make improvements at **MACON DOWNTOWN AIRPORT** generally described as follows;

RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION (TATL230005) hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Agreement

This contract, the documents issued hereunder, and the accompanying General Provisions, Supplementary Provisions, FAA Contract Provisions, Technical Specifications, Addenda, Request for Bids, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment and all authorized change orders issued subsequent to the date of this agreement constitute the entire agreement between the parties.

All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract

Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Five million seven hundred eighty-five thousand seven hundred seventy-nine and 50/100 dollars $5,785,779.50

(Amount in Written Words) *(Amount in Numerals)*

subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within Two Hundred Forty (240) calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of $500 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all representations and certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – Miscellaneous

a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9 - Warrantees and Guarantee

The Contractor shall provide the manufacturer's warranties to the Owner for all equipment and the Contractor warrants equipment and guarantees workmanship for satisfactory in-service operation of the equipment and related components for a period of one year following the date of completion of the operational check period.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows: Goodwyn Mills Cawood, LLC. Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

Article 11 – Federal Contract Provisions

CIVIL RIGHTS – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the

Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the

Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation

Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

"General Decision Number: GA20230221 01/06/2023

Superseded General Decision Number: GA20220221

State: Georgia

Construction Type: Highway

County: Bibb County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUGA2014-055 10/03/2016

	Rates	Fringes
CARPENTER, Excludes Form Work	$ 14.25 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 16.55	0.00
FORM WORKER	$ 13.97 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.93 **	0.00
IRONWORKER, REINFORCING	$ 17.17	0.00
IRONWORKER, STRUCTURAL	$ 15.14 **	0.00
LABORER: Grade Checker	$ 11.45 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 11.58 **	0.00
LABORER: Pipelayer	$ 13.75 **	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader)	$ 11.00 **	0.00
LABORER: Common or General, Includes Erosion Control	$ 10.49 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 17.73	0.00
OPERATOR: Bobcat/Skid		

Steer/Skid Loader...............$ 12.22 **		0.00
OPERATOR: Broom/Sweeper.........$ 11.58 **		0.00
OPERATOR: Bulldozer.............$ 15.28 **		0.00
OPERATOR: Compactor.............$ 12.60 **		2.17
OPERATOR: Concrete Saw..........$ 18.47		0.00
OPERATOR: Crane.................$ 20.26		0.00
OPERATOR: Distributor...........$ 15.01 **		0.00
OPERATOR: Grader/Blade..........$ 18.30		0.00
OPERATOR: Hydroseeder...........$ 11.68 **		0.00
OPERATOR: Loader................$ 14.12 **		1.62
OPERATOR: Mechanic..............$ 18.21		0.00
OPERATOR: Milling Machine.......$ 15.16 **		2.52
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).........$ 14.14 **		0.00
OPERATOR: Piledriver............$ 16.70		0.00
OPERATOR: Roller................$ 13.06 **		0.00
OPERATOR: Scraper...............$ 12.64 **		0.00
OPERATOR: Screed................$ 13.38 **		0.00
PAINTER: Spray..................$ 23.30		0.00
TRAFFIC CONTROL: Flagger.......$ 12.13 **		0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.............$ 11.94 **		0.00
TRUCK DRIVER: Dump Truck........$ 13.60 **		0.00
TRUCK DRIVER: Flatbed Truck.....$ 14.96 **		1.19
TRUCK DRIVER: Hydroseeder		

Truck............................$ 14.92 **		0.00
TRUCK DRIVER: Lowboy Truck......$ 16.79		0.00
TRUCK DRIVER: Off the Road Truck............................$ 12.38 **		0.00
TRUCK DRIVER: Water Truck.......$ 12.82 **		1.61
TRUCK DRIVER: Semi/Trailer Truck............................$ 16.13 **		0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records.

Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROHIBITION of SEGREGATED FACILITIES

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is to the Equal Employment Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

TERMINATION OF CONTRACT

Termination for Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

7. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER		**CONTRACTOR**	
Name:	MACON-BIBB COUNTY CONSOLIDATED GOVERNMENT	Name:	REEVES CONSTRUCTION COMPANY
Address:	700 Poplar Street Macon, Georgia 31201	Address:	2500 Gray Highway Macon, Georgia 31211
By:		By:	Dean Hayman
	Lester Miller		*Dean Hayman*
	Mayor		West Region Manager
	Title		*Title*
ATTEST		ATTEST	
By:		By:	Morgan Jones
	Signature		*Signature* Morgan Jones
			West Region Asst. Controller
	Title		*Title*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Liberty Mutual Insurance Co. Nat'l Ins Northeast
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME:
PHONE (A/C, No, Ext): | FAX (A/C, No):
E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : LM Insurance Corporation	33600
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Reeves Construction Company
2500 Gray Highway
Macon GA 31211

COVERAGES **CERTIFICATE NUMBER:** 77108961 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	TB2-631-510805-023	4/1/2023	4/1/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	✓ Per Job Aggregate						MED EXP (Any one person)	$10,000
	✓ Includes XCU						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	✓	✓	AS2-631-510805-013	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		✓	WC5-631-510805-033 Covers All States	4/1/2023	4/1/2024	✓ PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N	N/A					E.L. EACH ACCIDENT	$2,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$2,000,000
A	Automobile Physical Damage: ** All Medium, Heavy, Extra Heavy ** All Private Passengers,			AS2-631-510805-013 and Trailer Types Pick Ups and Vans	4/1/2023	4/1/2024	Comp & Coll Deds: $1,500 Comp & Coll Deds: $500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION, Macon Downtown Airport - Macon, Georgia
Certificate holder and Goodwyn Mills Cawood, LLC. are additional insured with regards to general liability, as their interest may appear, where required by written contract. Waiver of Subrogation is included in favor of the certificate holder and applies only to the specific jobs of the insured performed under written contract, and where applicable by law.

CERTIFICATE HOLDER

Macon-Bibb County
700 Poplar Street
Macon GA 31201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Diane Beaudoin
Diane Beaudoin

77108961 | 3-004090 | 4/23-4/24 - Reeves | Frank Sosnovik | 11/7/2023 3:57:33 AM (PST) | Page 1 of 1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Liberty Mutual Insurance Co. Nat'l Ins Northeast
500 N 3rd St, Suite 300
Wausau, WI 54403

www.LibertyMutual.com

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : LM Insurance Corporation	33600
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Reeves Construction Company
2500 Gray Highway
Macon GA 31211

COVERAGES CERTIFICATE NUMBER: 77108996 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE ✓ OCCUR; ✓ Per Job Aggregate; ✓ Includes XCU; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT LOC; OTHER:	✓	✓	TB2-631-510805-023	4/1/2023	4/1/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY; ✓ ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY	✓	✓	AS2-631-510805-013	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR; EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	WC5-631-510805-033 Covers All States	4/1/2023	4/1/2024	✓ PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$100,00
							E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Automobile Physical Damage: ** All Medium, Heavy, Extra Heavy ** All Private Passengers,			AS2-631-510805-013 and Trailer Types Pick Ups and Vans	4/1/2023	4/1/2024	Comp & Coll Deds: $1,500 Comp & Coll Deds: $500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GDOT PID-T00XXXX / APXXX-XXXX-XX (031), RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION, MACON DOWNTOWN AIRPORT
Commercial Auto Liab: Designated Insured for Covered Autos Liability Coverage, CA 20 48 10 13 (ed. 2011). Commercial General Liab: Additional Insured - Owners, Lessees or Contractors - Completed Operations, LD 20 116 01 20 (ed. 2020). Commercial Auto Liab: Notice of Cancellation to Third Parties, LIM 99 01 05 11(ed. 2011). Commercial General Liab: Notice of Cancellation to Third Parties, LIM 99 01 05 11 (ed. 2011).
Workers Comp: Notice of Cancellation to Third Parties, WC 99 20 75 (ed. 12/1/2016).

CERTIFICATE HOLDER

Georgia Department of Transportation
One Georgia Center
600 West Peachtree St NW, 19th Floor
Atlanta GA 30308

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diane Beaudoin

Diane Beaudoin

Policy Number: AS2-631-510805-013
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Georgia Department of Transportation
One Georgia Center
600 West Peachtree St NW, 19th Floor
Atlanta GA 30308
Regarding Designated Contract or Project:
RE: GDOT PID-T00XXXX / APXXX-XXXX-XX (031), RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION, MACON DOWNTOWN AIRPORT

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Georgia Department of Transportation One Georgia Center 600 West Peachtree St NW, 19th Floor Atlanta GA 30308
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number TB2-631-510805-023
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS WITH PRODUCTS/COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization where required by a "written contract" you have entered into where the contract requires the entity to be added as an additional insured under your Policy; and

2. The particular person or organization, if any, shown in the Schedule of this endorsement at the location(s) shown in the Schedule.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. If the "written contract" specifically requires you to provide additional insurance coverage via;

a. The 10/01 edition of CG2010 (aka CG 20 10 10 01);

b. The 10/01 edition of CG2037 (aka CG 20 37 10 01); or

c. The 11/85 edition of CG2010 (aka CG 20 10 11 85),

then in Paragraph **B.1.** above, the words "caused, in whole or in part, by" are replaced by the words "arising out of".

3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:

a. The maximum permitted by law;

b. That is required by the "written contract";

c. That is described in **B.1.** above; or

d. That is afforded to you under this Policy,

whichever is less.

4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**, this insurance is excess over all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:

   a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

      (2) Supervisory, inspection, architectural or engineering activities; or

   b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. **Section IV – Commercial General Liability Conditions** is amended as follows:

   1. The **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

      An additional insured under this endorsement will as soon as practicable:

      (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

      (2) Except as provided in Paragraph **B.4.** of this endorsement, make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

      (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of any claim or "suit"; and

      (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

      We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

D. Only for the purpose of the insurance provided by this endorsement, **Section V – Definitions** is amended to add the following definition:

   "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

   1. Is currently in effect or becomes effective during the term of this Policy; and

   2. Was executed prior to:

      a. The "bodily Injury" or "property damage"; or

      b. The offense that caused the "personal and advertising injury",

      for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

Schedule

Name of Additional Insured Person(s) or Organization(s):	Location of Covered Operations:
Georgia Department of Transportation One Georgia Center 600 West Peachtree St NW, 19th Floor Atlanta GA 30308	RE: GDOT PID-T00XXXX / APXXX-XXXX-XX (031), RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION, MACON DOWNTOWN AIRPORT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Georgia Department of Transportation One Georgia Center 600 West Peachtree St NW, 19th Floor Atlanta GA 30308
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Georgia Department of Transportation
One Georgia Center
600 West Peachtree St NW, 19th Floor
Atlanta GA 30308

Issued by:

For attachment to Policy No WC5-631-510805-033 Effective Date Premium $

Issued to:

PAYMENT BOND

Bond Number
015222955 / 47-SUR-300205-01-0511

PRINCIPAL *(Legal Name and Business Address)*

Reeves Construction Company
2500 Gray Highway
Macon, Georgia 31211

SURETY *(Legal Name and Business Address)*		STATE OF INCORPORATION	
Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116 Berkshire Hathaway Specialty Insurance Company 1314 Douglas Street, Suite 1400 Omaha, NE 68102 - 1944		Georgia	
PENAL SUM OF BOND *(Expressed in words and numerals)*		CONTRACT NO.	CONTRACT DATE
Five million seven hundred eighty-five thousand seven hundred seventy-nine and 50/100 dollars $5,785,779.50		TATL230005	

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto

Honorable Lester Miller, Mayor
Macon-Bibb County Consolidated Government
700 Poplar Street
Macon, GA 31201

as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project: RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION
Project Location: Macon Downtown Airport - Macon, Georgia

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

13. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
14. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

15. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
16. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
17. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _______ day of ____________________, 20__.

CORPORATE PRINCIPAL:

ATTEST:

Signature: Morgan Jones

Name and Title: Morgan Jones - West Region Asst. Controller

(Affix Corporate Seal)

Corporate Name: Reeves Construction Company

Signature: Dean Hayman

Name and Title: Dean Hayman, West Region Mgr.

SURETY:

ATTEST:

Signature: Ally N

Name and Title: Ally Nardini, Witness

(Affix Seal)

Surety Name: Liberty Mutual Insurance Company
Berkshire Hathaway Speciality Insurance Company

Signature:

Name and Title: Michelle Anne McMahon, Attorney-in-Fact

(Attach Power of Attorney)

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY CORPORATE SURETY SEAL NEBRASKA

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: ____________

Signature: ____________________________

Name and Title: Lester Miller, Mayor

ATTEST:

Signature: ____________________________

Name and Title: ____________________________

(Affix Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August , 2023 .

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS · THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE · WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August , 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _______ day of ___________, ______.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS · THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE · WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Michelle Anne McMahon, Joshua Sanford, Danielle D. Johnson, Jynell Whitehead, Amanda D'Angelo, Gentry Stewart, Jennifer Godere, Rebecca Josephson, Kathryn Pryor, Jacqueline Susco, Nicholas Turecamo, 10 State House Square Floor 11 of the city of Hartford, State of Connecticut,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: ______________________

David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: ______________________

David Fields, Vice President

NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this ______________

____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets

Cash and Bank Deposits	$3,908,755,039
*Bonds — U.S Government	3,451,999,931
*Other Bonds	18,862,255,155
*Stocks	19,372,953,698
Real Estate	190,092,373
Agents' Balances or Uncollected Premiums	7,929,876,358
Accrued Interest and Rents	166,740,412
Other Admitted Assets	15,968,062,977
Total Admitted Assets	**$69,850,735,943**

Liabilities

Unearned Premiums		$10,133,358,204
Reserve for Claims and Claims Expense		27,953,643,316
Funds Held Under Reinsurance Treaties		368,610,620
Reserve for Dividends to Policyholders		1,379,296
Additional Statutory Reserve		197,278,000
Reserve for Commissions, Taxes and Other Liabilities		9,206,000,954
Total		**$47,860,270,390**
Special Surplus Funds	$195,696,103	
Capital Stock	10,000,075	
Paid in Surplus	13,324,803,036	
Unassigned Surplus	8,459,966,339	
Surplus to Policyholders		**21,990,465,553**
Total Liabilities and Surplus		**$69,850,735,943**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T Mikolajewski

Assistant Secretary

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2022	12/31/2021	12/31/2020
Total invested assets	$ 5,680,246,430	$ 6,504,184,299	$ 5,475,240,588
Premium & agent balances (n	582,469,494	552,510,359	603,615,506
All other assets	217,334,073	142,765,038	157,897,676
Admitted Assets	$ 6,480,049,997	$ 7,199,459,696	$ 6,236,753,770

LIABILITIES & SURPLUS*

	12/31/2022	12/31/2021	12/31/2020
Loss & loss exp. unpaid	$ 1,495,870,171	$ 1,142,116,028	$ 921,923,948
Unearned premiums	536,797,683	484,660,143	372,836,160
All other liabilities	1,065,221,844	1,163,007,684	1,054,922,210
Total Liabilities	3,097,889,698	2,789,783,855	2,349,682,318
Total Policyholders' Surplu:	3,382,160,299	4,409,675,842	3,887,071,452
Total Liabilities & Surplus	$ 6,480,049,997	$ 7,199,459,697	$ 6,236,753,770

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

PERFORMANCE BOND

Bond Number
015222955 / 47-SUR-300205-01-0511

PRINCIPAL *(Legal Name and Business Address)*

Reeves Construction Company
2500 Gray Highway
Macon, Georgia 31211

SURETY *(Legal Name and Business Address)*		STATE OF INCORPORATION	
Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116 Berkshire Hathaway Specialty Insurance Company 1314 Douglas Street, Suite 1400 Omaha, NE 68102 - 1944		Georgia	
PENAL SUM OF BOND *(Expressed in words and numerals)*		CONTRACT NO.	CONTRACT DATE
Five million seven hundred eighty-five thousand seven hundred seventy-nine and 50/100 dollars $5,785,779.50		TATL230005	

OBLIGATION
KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto

Honorable Lester Miller, Mayor
Macon-Bibb County Consolidated Government
700 Poplar Street
Macon, GA 31201

as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,
CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project: RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION
Project Location: Macon Downtown Airport - Macon, Georgia

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

   a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

   b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

   d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _______ day of __________________, 20___.

CORPORATE PRINCIPAL:

ATTEST:

Signature: Morgan Jones

Name and Title: Morgan Jones - West Region Asst. Controller

(Affix Corporate Seal)

Corporate Name: Reeves Construction Company

Signature: Dean Hayman

Name and Title: Dean Hayman, West Region Mgr.

SURETY:

ATTEST:

Signature: Ally Nardini

Name and Title: Ally Nardini, Witness

(Affix Seal)

Surety Name: Liberty Mutual Insurance Company
Berkshire Hathaway Speciality Insurance Company

Signature: [illegible]

Name and Title: Michelle Anne McMahon, Attorney-in-Fact

(Attach Power of Attorney)

Liberty Mutual Insurance Company Incorporated 1912 Massachusetts

Berkshire Hathaway Specialty Insurance Company Corporate Surety Seal Nebraska

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: ____________

Signature: ____________________________

Name and Title: Lester Miller, Mayor

ATTEST:

Signature: ____________________________

Name and Title: ____________________________

(Affix Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ______ day of __________, ______.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Michelle Anne McMahon, Joshua Sanford, Danielle D. Johnson, Jynell Whitehead, Amanda D'Angelo, Gentry Stewart, Jennifer Godere, Rebecca Josephson, Kathryn Pryor, Jacqueline Susco, Nicholas Turecamo, 10 State House Square Floor 11 of the city of Hartford, State of Connecticut,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: ______________________

David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: ______________________

David Fields, Vice President

NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this ______________

____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NOTICE TO PROCEED

Owner: Macon-Bibb County Consolidated Government GDOT PID: T00XXXX / APXXX-XXXX-XX(031)

Contractor: Reeves Construction Company

Engineer: Goodwyn Mills Cawood, LLC GMC Project No.: TATL200012

Project: Runway 10-28 Reconstruction / Line of Sight Correction

Effective Date of Contract: _____/_____/_____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on ________________________________, 20_____.

On or before that date, Contractor shall start performing its obligations under the Contract Documents.

In accordance with the Agreement, [the date of Substantial Completion is ____, and the date of readiness for final payment is ____ [the number of days to achieve Substantial Completion is 240 and the number of days to achieve readiness for final payment is 270.]

Owner: Macon-Bibb County Consolidated Government	Contractor: Reeves Construction Company
	Dean Hayman
By: Lester Miller	By: Dean Hayman
Title: Mayor	Title: West Region Manager
Date Issued: _____/_____/_____	Date Issued: _____/_____/______

LEGISLATIVE SPONSORS

✓MAYOR LESTER M. MILLER	□ MAYOR PRO TEMPORE SETH CLARK
□ COMMISSIONER VALERIE WYNN	□ COMMISSIONER PAUL BRONSON
□ COMMISSIONER ELAINE LUCAS	□ COMMISSIONER MALLORY C. JONES, III
□ COMMISSIONER RAYMOND WILDER	□ COMMISSIONER BILL HOWELL
□ COMMISSIONER VIRGIL WATKINS, JR.	□ COMMISSIONER AL TILLMAN

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE A WORK AUTHORIZATION WITH GOODWYN MILLS CAWOOD, LLC IN THE AMOUNT OF $564,860.00 FOR CONSULTING SERVICES FOR THE RECONSTRUCTION OF RUNWAY 10-28 AT MACON DOWNTOWN AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the "Commission") is committed to the continued improvement of the two airports located within Macon-Bibb County; and

WHEREAS, Runway 10-28 at Macon Downtown Airport is in need of reconstruction and a line of sight correction; and

WHEREAS, the Commission, by R-22-0223, previously approved Goodwyn Mills Cawood, LLC ("GMC") to be the County's exclusive provider of airport consulting services for the Macon Downtown Airport; and

WHEREAS, GMC has provided the County with a Work Authorization, attached hereto and incorporated herein as Exhibit A, for the consulting services required for the Runway 10-28 reconstruction; and

WHEREAS, pursuant to such Work Authorization, the cost of such services for the aforementioned project should not exceed $564,860.00; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute a

Work Authorization with Goodwyn Mills Cawood, LLC in an amount not to exceed FIVE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND 00/100 CENTS ($564,860.00) for consulting services for the Runway 10-28 reconstruction project at Macon Downtown Airport, in substantially the same form as the attached Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AND ADOPTED this _____ day of ________________, 2023.

By: ____
LESTER M. MILLER, Mayor

Attest: ____
(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Work Authorization with GMC for Runway Reconstruction at Macon Downtown Airport.docx

<u>EXHIBIT A</u>

Work Authorization
For
Runway 10-28 Reconstruction / Line of Site Correction
Between
MACON-BIBB COUNTY CONSOLIDATED GOVERNMENT
And
GOODWYN MILLS CAWOOD, LLC

Project Location: Macon Downtown Airport   Project Number: TATL230005

Project Name: Runway 10-28 Reconstruction / Line of Site Correction

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated April 1, 2022 between **MACON-BIBB COUNTY CONSOLIDATED GOVERNMENT** and **GOODWYN MILLS CAWOOD, LLC**.

Scope of Services: See Attachments A, B and C for additional details.

Method of Payment: For services rendered in accordance with Attachment B, the consultant shall be paid the not to exceed of **Five Hundred Sixty-Four Thousand Eight Hundred Sixty Dollars ($564,860)** for the following contract Elements 1 through 5:

ELEMENT 1. PROJECT FORMULATION (LUMP SUM)	**$ 7,490**
ELEMENT 2. BIDDING AND AWARD SERVICES (LUMP SUM)	**$ 16,820**
ELEMENT 3. CONSTRUCTION ADMINISTRATION SERVICES (LUMP SUM)	**$ 173,390**
ELEMENT 4. CONSTRUCTION OBSERVATION SERVICES (NOT TO EXCEED)	**$ 293,920**
ELEMENT 5. CONSTRUCTION TESTING SERVICES (LUMP SUM)	**$ 73,240**
TOTAL WORK AUTHORIZATION AMOUNT:	**$ 564,860**

See Attachment B for additional details.

Agreed as to scope of services, time schedule, and budget:

Time of Performance:

The Time of Performance for the Construction Phase Services work to commence upon NTP for the Runway 10-28 Reconstruction / Line of Site Project and completed 240 days from the time of the issuance of the Notice to Proceed.

Compensation:

The OWNER and the CONSULTANT agree that the total allowable cost of the PROJECT, as defined in this Work Authorization, shall not exceed **FIVE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS ($564,860).**

For: ______________________ **GOODWYN MILLS CAWOOD, LLC**	For: ______________________ **MACON-BIBB COUNTY CONSOLIDATED GOVERNMENT**
Date: ______________________	Date: ______________________

Attachments: A – Scope of Services
B – Fee Breakdown and Manhour Estimate
C – Subconsultant Agreement (Aulick Engineering)

Macon Downtown Airport
Macon, Georgia
ATTACHMENT A
SCOPE OF SERVICES
CONSTRUCTION ADMINISTRATION PHASE SERVICES FOR RUNWAY 10-28 RECONSTRUCTION / LINE OF SIGHT CORRECTION PROJECT

GDOT Project Number APXXX-XXXX-XX (031) Bibb County
PID-TXXXXXX

On behalf of the Macon-Bibb County Consolidated Government, Goodwyn Mills Cawood, LLT (GMC) will provide construction administration phase services for the following construction project at the Macon Downtown Airport:

1. Runway 10-28 Reconstruction / Line of Sight Correction.

The Construction Administration Phase Services shall include the following elements of work:

- **Element 1** – **Project Formulation** shall consist of the following:
  - Preparation of work scope, fees, preliminary project evaluation, and funding assistance documentation,
  - Performing one (1) site visit/meeting, and
  - Administration of an Independent Fee Estimate (IFE).

- **Element 2 – Bid Phase Services** shall consist of the following:
  - Prepare Advertisement for Bidders,
  - Assemble, Proof, Record, and Mail Final Bidding Documents, Specs & Plans to Owner (1 hardcopy and electronic set), GDOT (electronic set), and Plan Rooms (electronic set),
  - Prepare for & Conduct Pre-Bid Conference (1 Trip),
  - Communicate & Investigate Questions from Prospective Bidders/Vendors (limit of 8 bidders/vendors),
  - Prepare Written Addendum (limit of 2 addenda), Distribute Addendum to all Plan Holders (limit of 12 plan holders) & Verify Receipt,
  - Prepare for & Attend Bid Opening (1 Trip), and
  - Review Bids, Contact References, Prepare Certified Bid Tabulation & Scan Bids for Archives (limit of 3 bids).

- **Element 3 – Construction Administration Services** shall consist of the following:
  - Submittal Review
  - Request For Information
  - Pre-Construction Meeting, Pre-Final Inspection and Final Inspection. (3 Trips x 2 People) (10 Hours/Trip)
  - Construction Administration - 10 hours per week for the duration of the project cycle. The project cycle is estimated at 240 days/34 weeks/8.5 months,
  - Construction Site Visits by the Engineer - Assume 1 trip per month, 8 trips included, during the course of the project to review construction activities and ensure conformance to contract documents and provide additional coordination and guidance with contractor and resident inspector (10 hours/trip),

- Construction Administration - Monthly Construction Meeting - 8 Months - 1 Site Visit/Month - 10 Hours/Visit, 8 trips included.
- Engineering services to include review and approval of materials certification,
- Project administration services to include conformance to federal requirements,
- Provide response to contractor questions and/or requests for information,
- Review and approval of contractor shop drawings,
- Review and approval of weekly payroll for contractors and sub-contractors,
- Review and approval of invoicing and pay applications,
- Review and approval of employee wage rates,
- Technician services associated with Quality Assurance Material Testing,
- Pre-Construction Meeting, Pre-Final Inspection and Final Inspection (3 Trips)
- Monthly DBE Participation Reporting to ensure DBE goals are being met, or in the event goals are not expected to be met, work with contractor on a corrective action plan to achieve the goal.
- Final Engineer's/Inspection's Report

- **Element 4** – **Construction Observation** shall provide full-time resident observation services for the duration of construction. Conduct Resident Inspection Services for full-time construction observation of the project, approximately 10 hours per work week day for a contract duration of 240 calendar days.
  - Coordination with Subconsultant, Develop Scope of Work, Prepare and Execute Subconsultant Agreement
  - Subconsultant Invoice Administration (240 Construction Period = 8 Invoices + 1 Final Invoice)
  - Plan/Specification Coordination and Project Understanding

- **Element 5** – **Construction Testing** shall provide quality assurance testing services for the duration of construction. Conduct QA Testing for a contract duration of 240 calendar days.
  - Project Reporting
  - Testing/Site Visits (Person 1: 60 Visits * 10 Hours/Day; Person 2: 10 Visits * 10 Hours/Day
  - Internal Project Coordination
  - Lab Testing/Equipment

- **Deliverables will consist of copies of the following:**
  - Project Closeout Documents
    - Contractor and consultant invoices
    - Final approved pay application from contractor
    - Close out (final inspection) letter
    - Cancelled checks
    - Employee wage rate interview documentation
    - Employee wage rate verification and approval
    - Contractor Certified Payroll Reports and Verification Letters
    - Submittal Log
    - As-Built Survey (PDF Format)
    - Testing Results

Exhibit 1

Macon Downtown Airport - Runway 10-28 Reconstruction / Line of Site Correction

Construction Administration Phase Services

Task Order Cost Summary

ELEMENT 1. PROJECT FORMULATION		
	Labor Subtotal	$6,960
	Subconsultant Total	$0
	Expenses	$527
	TOTAL (Lump Sum)	$7,490
ELEMENT 2. BIDDING AND AWARD SERVICES		
	Labor Subtotal	$15,836
	Subconsultant Total	$0
	Expenses	$979
	TOTAL (Lump Sum)	$16,820
ELEMENT 3. CONSTRUCTION ADMINISTRATION SERVICES		
	Labor Subtotal	$155,784
	Subconsultant Total	$17,611
	Expenses	$173,390
ELEMENT 4. CONSTRUCTION OBSERVATION SERVICES		
	Labor Subtotal	$293,574
	Subconsultant Total	$350
	Expenses	$293,920
ELEMENT 5. CONSTRUCTION TESTING SERVICES		
	Labor Subtotal	$57,347
	Subconsultant Total	$15,898
	Expenses	$73,240
	TOTAL	**$564,860**

All Element Totals are Rounded to the Nearest Ten Dollar

PROJECT FORMULATION

Element 1	Principal	Project Manager	Senior Engineer	Mid Level Engineer	Junior Engineer	Cadd Operator	Admin.	Inspector	Hours	
	$ 296.35	**$ 254.89**	**$ 199.55**	**$ 153.13**	**$ 94.64**	**$ 73.54**	**$ 96.05**	**$ 147.97**		
Preparation and submittal of work scope, fees, and funding applications		6	3				4		13	$ 2,512.18
Site Visit(s) and Meetings **(1 Trip)**		10	4						14	$ 3,347.12
Independent Fee Estimate Administration Costs		2	2				2		6	$ 1,100.97
7460 and CATEX (Submitted in Design Contract)	**NOT INCLUDED IN THIS WORK AUTHORIZATION**								0	$ -
Use below if subconsultant preforms this task and not above										
Subconsultant's Rates ----->										
Independent Fee Estimate	**RESPONSIBILITY OF OWNER**									$ -
LABOR TOTAL	0	18	9	0	0	0	6	0		$ 6,960.27

Direct Expenses:	*Rate*	*Number*	*People*	*Miles (RT)*	*Totals*
Meals (per Diem)	*$ 59.00*	*1*	*1*		*$ 59.00*
Trips (RT - CHS-MAC)	*$ 0.655*	*1*	*1*	*600*	*$ 393.00*
Trips (RT - MGM-MAC)	*$ 0.655*	*0*	*0*	*300*	*$ -*
Trips (RT - AGS-MAC)	*$ 0.655*	*0*	*0*	*275*	*$ -*
Lodging (per Day)	*$ 107.00*	*0*	*0*		*$ -*
Lodging Tax (14% + $5 roads fee) (per Day)	*$ 19.98*	*0*	*0*		*$ -*
Printing (Letter Size)	*$ 50.00*	*1*			*$ 50.00*
Printing (Plan Sheets)	*$ 100.00*	*0*			*$ -*
Postage	*$ 25.00*	*1*			*$ 25.00*
Total:					*$ 527.00*

Direct Expenses	*$ 527.00*
Element Labor Total	*$ 6,960.27*
ELEMENT TOTAL	*$ 7,487.27*
Round to the Nearest Ten Dollar	***$ 7,490.00***

BIDDING AND AWARD SERVICES

Element 2	Principal	Project Manager	Senior Engineer	Mid Level Engineer	Junior Engineer	Cadd Operator	Admin.	Inspector	Hours	Labor Cost
	$ 296.35	$ 254.89	$ 199.55	$ 153.13	$ 94.64	$ 73.54	$ 96.05	$ 147.97		
Prepare Advertisement for Bidders		2					3		5	$ 797.92
Assemble, Proof, Record, and Mail Final Bidding Documents, Specs & Plans to Owner (1 hardcopy and electronic set), GDOT (electronic set), and Plan Rooms (electronic set)			2			2	4		8	$ 930.36
Prepare for & Conduct Pre-Bid Conference **(1 Trip)**		12					4		16	$ 3,442.89
Communicate & Investigate Questions from Prospective Bidders/Vendors (limit of 8 bidders/vendors)		4	6			2	4		16	$ 2,748.13
Prepare Written Addendum (limit of 2 addenda), Distribute Addendum to all Plan Holders (limit of 12 plan holders) & Verify Receipt		4	6			2	4		16	$ 2,748.13
Prepare for & Attend Bid Opening **(1 Trip)**		10					4		14	$ 2,933.10
Review Bids, Contact References, Prepare Certified Bid Tabulation & Scan Bids for Archives (limit of 3 bids)	1	3	3				6		13	$ 2,235.95
Use below if subconsultant preforms this task and not above.										$ -
Subconsultant's Rates ----->										
										$ -
LABOR TOTAL	1	35	17	0	0	6	29	0	88	$ 15,836.48

Direct Expenses:	*Rate*	*Number*	*People*	*Miles (RT)*	*Totals*
Meals (per Diem)	*$ 59.00*	*2*	*1*		*$ 118.00*
Trips (RT - CHS-MAC)	*$ 0.655*	*2*	*1*	*600*	*$ 786.00*
Trips (RT - MGM-MAC)	*$ 0.655*	*0*	*0*	*300*	*$ -*
Trips (RT - AGS-MAC)	*$ 0.655*	*0*	*0*	*275*	*$ -*
Lodging (per Day)	*$ 107.00*	*0*	*0*		*$ -*
Lodging Tax (14% + $5 roads fee) (per Day)	*$ 19.98*	*0*	*0*		*$ -*
Printing (Letter Size)	*$ 50.00*	*1*			*$ 50.00*
Printing (Plan Sheets)	*$ 100.00*	*0*			*$ -*
Postage	*$ 25.00*	*1*			*$ 25.00*
Total:					*$ 979.00*

Direct Expenses	*$ 979.00*
Element Labor Total	*$ 15,836.48*
ELEMENT TOTAL	*$ 16,815.48*
Round to the Nearest Ten Dollar	***$ 16,820.00***

CONSTRUCTION ADMINISTRATION SERVICES

Element 3	Principal	Project Manager	Senior Engineer	Mid Level Engineer	Junior Engineer	Cadd Operator	Admin.	Inspector	Hours	Labor Cost
	$ 296.35	$ 254.89	$ 199.55	$ 153.13	$ 94.64	$ 73.54	$ 96.05	$ 147.97		
Submittal Review		2	8				2		12	$ 2,298.27
Request For Information		2	16				4		22	$ 4,086.75
Pre-Construction Meeting, Pre-Final Inspection and Final Inspection. **(3 Trips x 2 People) (10 Hours/Trip)**		30	30				12		72	$ 14,785.78
Construction Administration - 10 hours per week for the duration of the project cycle. The project cycle is estimated at 240 days/34 weeks/8.5 months. Assume 1 trip per month, **8 trips included**.		272							272	$ 69,330.61
Construction Administration - Periodic Site Visits - The project cycle is estimated at 240 days/34 weeks/8.5 months. Assume 1 trip per month, **9 trips included (10 hours/Trip)**.		90							90	$ 22,940.27
Construction Administration - Monthly Construction Meeting - 8 Months - 1 Site Visit/Month - 10 Hours/Visit, **8 trips included**.		80					16	80	176	$ 33,765.59
Final Engineer's/Inspection's Report		6	8				2	0	16	$ 3,317.84
Prepare As-Built Drawings			4			6			10	$ 1,239.43
Project Closeout Documents		8	8				4		20	$ 4,019.71
Use below if subconsultant preforms this task and not above										
Subconsultant's Rates ----->										
									0	
LABOR TOTAL	0	490	74	0	0	6	40	80	690	$ 155,784.26

Direct Expenses:	*Rate*	*Number*	*People*	*Miles (RT)*	*0*
Meals (per Diem)	*$ 59.00*	*36*	*1*	*0*	*$ 2,124.00*
Trips (RT - CHS-MAC)	*$ 0.655*	*28*	*1*	*600*	*$ 11,004.00*
Trips (RT - MGM-MAC)	*$ 0.655*	*0*	*0*	*300*	*$ -*
Trips (RT - AGS-MAC)	*$ 0.655*	*11*	*1*	*275*	*$ 1,981.38*
Trips (On-Site Travel/Day)	*$ 0.655*	*11*	*1*	*250*	*$ 1,801.25*
Lodging (per Day)	*$ 107.00*	*0*	*0*		*$ -*
Lodging Tax (14% + $5 roads fee) (per Day)	*$ 19.98*	*0*	*0*		*$ -*
Printing (Letter Size)	*$ 50.00*	*4*			*$ 200.00*
Printing (Plan Sheets)	*$ 100.00*	*4*			*$ 400.00*
Postage	*$ 25.00*	*4*			*$ 100.00*
Total:					*$ 17,610.63*

Direct Expenses	*$ 17,610.63*
Element Labor Total	*$ 155,784.26*
ELEMENT TOTAL	*$ 173,394.88*
Round to the Nearest Ten Dollar	***$ 173,390.00***

CONSTRUCTION OBSERVATION SERVICES

Element 4	Principal	Project Manager	Senior Engineer	Mid Level Engineer	Junior Engineer	Cadd Operator	Admin.	Inspector	Hours	Labor Cost
	$ 296.35	$ 254.89	$ 199.55	$ 153.13	$ 94.64	$ 73.54	$ 96.05	$ 147.97		
Coordination with Subconsultant, Develop Scope of Work, Prepare and Execute Subconsultant Agreement	4	8	8				4		24	$ 5,205.10
Subconsultant Invoice Administration (240 Construction Period = 8 Invoices + 1 Final Invoice)		5	9				9	18	41	$ 6,598.25
Plan/Specification Coordination and Project Understanding		16	8			8		16	48	$ 8,630.48
									0	$ -
Per Diem- Flat Rates										
Use below if subconsultant preforms this task and not above										
Subconsultant's Rates ----->										
Construction Inspection Services (Aulick Engineering - DBE)										$ 273,140.00
									0	
LABOR TOTAL	4	29	25	0	0	8	13	34	113	$ 293,573.84

Direct Expenses:	*Rate*	*Number*	*People*	*Miles (RT)*	*Totals*
Meals (per Diem)	*$ 59.00*	*0*	*0*		*$ -*
Trips (RT - CHS-MAC)	*$ 0.655*	*0*	*0*	*600*	*$ -*
Trips (RT - MGM-MAC)	*$ 0.655*	*0*	*0*	*300*	*$ -*
Trips (RT - AGS-MAC)	*$ 0.655*	*0*	*0*	*275*	*$ -*
Lodging (per Day)	*$ 107.00*	*0*	*0*		*$ -*
Lodging Tax (14% + $5 roads fee) (per Day)	*$ 19.98*	*0*	*0*		*$ -*
Printing (Letter Size)	*$ 50.00*	*2*			*$ 100.00*
Printing (Plan Sheets)	*$ 100.00*	*2*			*$ 200.00*
Postage	*$ 25.00*	*2*			*$ 50.00*
Total:					*$ 350.00*

Direct Expenses	*$ 350.00*
Element Labor Total	*$ 293,573.84*
ELEMENT TOTAL	*$ 293,923.84*
Round to the Nearest Ten Dollar	***$ 293,920.00***

CONSTRUCTION TESTING

Element 5	Principal	Project Manager	Senior Engineer	Mid Level Engineer	Junior Engineer	Cadd Operator	Admin.	Inspector	Hours	Labor Cost
	$ 296.35	$ 254.89	$ 199.55	$ 153.13	$ 94.64	$ 73.54	$ 96.05	$ 147.97		
Construction Administration								0	0	$ -
Project Reporting		0		20			0		20	$ 3,062.67
Testing/Site Visits (Person 1: 60 Visits * 10 Hours/Day; Person 2: 10 Visits * 10 Hours/Day; Person 3 (GMC Inspector) 0 Visits * 10 hours/Day)				50	300			0	350	$ 36,049.83
									0	$ -
Internal Project Coordination		0						0	0	$ -
Lab Testing/Equipment										$ 18,234.01
Subconsultant's Rates ----->										
Coordination and Admin. For subconsultant (no hours, percentage)										
									0	$ -
LABOR TOTAL	0	0	0	70	300	0	0	0	370	$ 57,346.51

Direct Expenses:	*Rate*	*Number*	*People*	*Miles (RT)*	*Totals*
Person 1:					
Meals (per Diem)	$ 59.00	60	1		*$ 3,540.00*
Trips (RT - ATL-MAC)	$ 0.655	12	1	250	*$ 1,965.00*
Trips (On-Site Travel/Day)	$ 0.655	60	1	50	*$ 1,965.00*
Lodging (per Day)	$ 107.00	48	1		*$ 5,136.00*
Lodging Tax (14% + $5 roads fee) (per Day)	$ 19.98	48	1		*$ 959.04*
Person 2:					
Meals (per Diem)	$ 59.00	12	1		*$ 708.00*
Trips (RT - ATL-MAC)	$ 0.655	6	1	250	*$ 982.50*
Trips (On-Site Travel/Day)	$ 0.655	0	0	50	*$ -*
Lodging (per Day)	$ 107.00	6	1		*$ 642.00*
Lodging Tax (14% + $5 roads fee) (per Day)	$ 19.98	6	1		*$ 119.88*
Person 3 (GMC Inspector):					
Meals (per Diem)	$ 59.00	0	1		*$ -*
Trips (RT - AGS-MAC)	$ 0.655	0	1	275	*$ -*
Trips (On-Site Travel/Day)	$ 0.655	0	1	50	*$ -*
Lodging (per Day)	$ 107.00	0	1		*$ -*
Lodging Tax (14% + $5 roads fee) (per Day)	$ 19.98	0	1		*$ -*
Printing (Letter Size)	$ 50.00	0	1		*$ -*
Printing (Plan Sheets)	$ 100.00	0	1		*$ -*
Total:					*$ 15,897.54*

Direct Expenses	*$ 15,897.54*
Element Labor Total	*$ 57,346.51*
ELEMENT TOTAL	*$ 73,244.05*
Round to the Nearest Ten Dollar	***$ 73,240.00***

2023 Rates

Classification/Billing Rates		Profit	Overhead	Hourly Rates
Principal	$296.35	10.00%	210.95%	86.64
Project Manager	$254.89	10.00%	210.95%	74.52
Senior Engineer	$199.55	10.00%	210.95%	58.34
Mid Level Engineer	$153.13	10.00%	210.95%	44.77
Junior Engineer	$94.64	10.00%	210.95%	27.67
Cadd Operator	$73.54	10.00%	210.95%	21.50
Admin.	$96.05	10.00%	210.95%	28.08
Senior Planner	$189.12	10.00%	210.95%	55.29
Mid Level Planner	$133.91	10.00%	210.95%	39.15
Junior Planner	$103.23	10.00%	210.95%	30.18
Inspector	$147.97	10.00%	210.95%	43.26
RLS/Survey Manager	$131.55	10.00%	210.95%	38.46
Survey Crew (2-Person)	$172.19	10.00%	210.95%	50.34
Survey Crew (3-Person)	$237.17	10.00%	210.95%	69.34

AULICK ENGINEERING, LLC

MACON DOWNTOWN AIRPORT (MAC)
MACON - BIBB COUNTY, GEORGIA

RUNWAY REPLACEMENT
FULL-TIME RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

SCOPE AND FEE PROPOSAL
Prepared for GMC (Goodwyn Mills Cawood) - August 17, 2023

TOTAL CONTRACT TIME FOR FEE ESTIMATE=	240 Calendar Days
RESIDENT PROJECT REPRESENTATIVE=	Bryan Bonner

SCOPE

Below is a breakdown of the manhours and costs associated with providing a RPR to perform Construction Inspection Services for the referenced Project. Payment for inspection shall be billed at an hourly burdened rate as shown below plus expenses. This rate is based on the Resident Project Representative listed above, who has been selected based on qualifications and availability for the Project. The rate includes direct labor, audited overhead, and 10% profit. Details can be provided upon request. If the inspector listed is not available during the project for any reason, another qualified inspector will be provided. The contract time is as detailed below. Expenses included in this proposal are estimated based on current rates. All expenses will be billed based on the applicable GSA and IRS rates at the time the expenses are incurred. Any change in schedule or additional contract time required to complete the work will be agreed upon in writing and be billed at the rates listed below.

Construction Administration (CA) will not be included as part of this scope of work.

PRE & POST-CONSTRUCTION ACTIVITIES

BURDENED LABOR

Badging		0 days	@	8	hours per day	@	$ 114.00	per hour	=	$	-
Review Schedule / Attend Pre-Con:		1 days	@	8	hours per day	@	$ 114.00	per hour	=	$	912.00
Project Administration		4 days	@	4	hours per day	@	$ 120.00	per hour	=	$	1,920.00
Punchlist Walk Through		1 days	@	8	hours per day	@	$ 114.00	per hour	=	$	912.00
Final Inspection:		1 days	@	8	hours per day	@	$ 114.00	per hour	=	$	912.00
Assistance with As-Builts		1 days	@	8	hours per day	@	$ 114.00	per hour	=	$	912.00
Final Closeout Report				4	hours	@	$ 114.00	per hour	=	$	456.00
								Total Labor	=	$	6,024.00
EXPENSES											
Mileage:	Off-site-	200 miles per day	@	7	days	@	$ 0.655	per mile	=	$	917.00
								Total Expenses	=	$	917.00
								TOTAL NOT-TO-EXCEED FULL-TIME RPR SERVICES - PRE AND POST-CONSTRUCTION	=	$	6,940.00

CONSTRUCTION INSPECTION		BASE BID		240	*Calendar Days*		190	*Inspection Days*			
**Assumed days actually onsite for inspection and meetings.											
BURDENED LABOR											
Resident Project Representative		190 days	@	10	hours per day	@	$ 114.00	per hour	=	$	216,600.00
Const. Manager Oversight and Coordination:		5 Days	@	8	hours per day	@	$ 160.00	per hour	=	$	6,400.00
								Total Labor	=	$	223,000.00
ESTIMATED EXPENSES											
Resident Project Representative											
Mileage:	On-site-	25 miles per day	@	190	days	@	$ 0.655	per mile	=	$	3,111.25
	Off-site-	200 miles per trip	@	34	trips	@	$ 0.655	per mile	=	$	4,454.00
Per Diem:				190	days	@	$ 59.000	per day	=	$	11,210.00
Lodging:				190	days	@	$ 107.000	per day	=	$	20,330.00
Lodging Taxes:				190	days @ 10%	@	$ 10.700	per day	=	$	2,033.00
Construction Manger											
Mileage:	On-site-	25 miles per day	@	5	days	@	$ 0.655	per mile	=	$	81.88
	Off-site-	334 miles per round trip	@	5	trips	@	$ 0.655	per mile	=	$	1,093.85
Per Diem:				5	days	@	$ 59.000	per day	=	$	295.00
Lodging:				5	days	@	$ 107.000	per day	=	$	535.00
Lodging Taxes:				5	days @ 10%	@	$ 10.700	per day	=	$	53.50
								Total Expenses	=	$	43,197.48
BASE BID								TOTAL NOT-TO-EXCEED FULL-TIME RPR SERVICES - CONSTRUCTION INSPECTION	=	$	266,200.00
								TOTAL COMBINED NOT-TO-EXCEED - RPR SERVICES	=	$	273,140.00

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER ELAINE LUCAS	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER AL TILLMAN

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO $500,000.00 IN AMERICAN RESCUE PLAN ACT FUNDS TO MACON VOLUNTEER CLINIC, INC. FOR THE PURPOSE OF FUNDING THE MOVE TO AND BUILD OUT OF A LARGER MEDICAL SERVICES FACILITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County recorded its first case of the disease caused by the 2019 Novel Coronavirus SARS-CoV-2, COVID-19, on March 16, 2020; and

WHEREAS, COVID-19 became a global pandemic that caused dramatic changes to daily lives and operations worldwide throughout 2020, 2021, and into 2022; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law as Public Law 117-2; and

WHEREAS, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate $130.2 Billion in direct payments to local city and county governments; and

WHEREAS, the United States Treasury Department has calculated that the direct payment allocation to Macon-Bibb County should be $29,749,340.00 in county funding,[1] and $46,115,570.00 in metropolitan city funding,[2] for a total anticipated allocation of $75,864,910.00; and

[1] *See*, United States Treasury Department Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf (last accessed May 27, 2022).

[2] *See*, United States Treasury Department Allocation for metropolitan Cities Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf (last accessed May 27, 2022).

WHEREAS, the United States Treasury Department has indicated that Macon-Bibb County will receive these ARPA funds in two tranches of 50% each, with one paid in 2021, and the other approximately twelve months later in 2022; and

WHEREAS, the Macon-Bibb County government has received both tranches of approximately $75.8 Million in ARPA local government assistance funding; and

WHEREAS, on April 1, 2022, the Treasury Department made effective the Final Rule concerning the expenditure of local government assistance funds under the ARPA, which rule is implemented in Part 35 of Title 31 of the Code of Federal Regulations; and

WHEREAS, the Final Rule provides that the money received by local governments may be spent on certain enumerated items in response to the COVID-19 public health emergency and the negative economic impacts thereof; and

WHEREAS, such enumerated uses of ARPA funds include "responding to the negative economic impacts of the public health emergency for purposes including… a program, service, capital expenditure or other assistance that is provided to a disproportionately impact household, population, or community, including … services to address health disparities of the disproportionately impacted household, population or community"[3];and

WHEREAS, the appropriations authorized by this Ordinance will be utilized to fund Macon Volunteer Clinic's move to and build out of a larger facility; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this ordinance are allowable under the ARPA and the Final Rule and finds that this ordinance is an effective use of ARPA funds to address one or more components of the COVID-19 public health emergency and its economic impact on Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to $500,000.00 from American Rescue Plan Act funds in accordance with the

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[3] 31 CFR Part 35 § 35.6(b)(3)(ii)(A)(11)(i)

regulations issued by the United States Department of Treasury, to Macon Volunteer Clinic, Inc. to be used to fund the move to and build out of a larger medical services facility.

Section 2.

The Macon-Bibb County Commission does hereby authorize the Mayor to enter into agreements with Macon Volunteer Clinic, Inc. establishing the terms and conditions of the use of the American Rescue Plan Act funds, in a form to be approved by the County Attorney's Office.

Section 3.

The Mayor and all other proper officers and agents of the County are authorized and directed to negotiate and execute such contracts or other documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 5.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 7.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 8.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 9.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

[SIGNATURES ON FOLLOWING PAGE]

SO ORDERED AND ORDAINED this _______ day of _________________, 2023.

____
LESTER M. MILLER, MAYOR

ATTEST: ____
JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

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LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER ELAINE LUCAS	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER AL TILLMAN

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING GEORGIA DEPARTMENT OF TRANSPORTATION FUNDING, IN THE AMOUNT OF UP TO $5,305,542.14, FOR COSTS ASSOCIATED WITH RUNWAY 10-28 RECONSTRUCTION PROJECT AT THE MACON DOWNTOWN AIRPORT, WITH A LOCAL MATCH OF UP TO $1,045,097.37; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the "Commission") is committed to the continued improvement of the two airports located within Macon-Bibb County; and

WHEREAS, Runway 10-28 at Macon Downtown Airport is in need of reconstruction and a line of sight correction; and

WHEREAS, the Georgia Department of Transportation has agreed to provide funding in the amount of up to $5,305,542.14 for the County to complete the Runway 10-28 reconstruction projection, as described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the County will be responsible for a local match in the amount of up to $1,045,097.37; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes the acceptance of the Georgia Department of Transportation award in the amount of up to FIVE MILLION THREE HUNDRED FIVE THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS AND 14/100 CENTS ($5,305,542.14), with a local match of up to ONE MILLION FORTY-FIVE THOUSAND NINETY-SEVEN DOLLARS AND 37/100 CENTS

($1,045,097.37) to be used for the Runway 10-28 reconstruction project at Macon Downtown Airport, in substantially the same form as the hereto attached Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON FOLLOWING PAGE)

APPROVED AND ADOPTED this _____ day of __________________, 2023.

By: ____

LESTER M. MILLER, Mayor

Attest: ____

(SEAL) JANICE S. ROSS, Clerk of Commission

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EXHIBIT A

Revised August 7, 2023

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP024-9077-51(021)
PID – T008719

BIBB

LIMITED PARTICIPATION

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on________________, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT (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:

RECONSTRUCT RUNWAY 10-28 AT THE MACON DOWNTOWN AIRPORT IN MACON, 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. T008719/AP024-9077-51(021) BIBB prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2022.

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

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

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

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

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:
The total estimated cost of the Project is SIX MILLION THREE HUNDRED FIFTY THOUSAND SIX HUNDRED THIRTY-NINE and 51/100 Dollars ($6,350,639.51). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is FIVE MILLION THREE HUNDRED FIVE THOUSAND FIVE HUNDRED FORTY-TWO and 14/100 Dollars ($5,305,542.14). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 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.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is TWO MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY-THREE and 25/100 Dollars ($2,447,653.25) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ONE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-TWO and 33/100 Dollars ($127,672.33 for the Project as summarized in Exhibit A.

2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of TWO MILLION THREE HUNDRED NINETEEN THOUSAND NINE HUNDRED EIGHTY and 92/100 Dollars ($2,319,980.92) 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 ONE HUNDRED THIRTY THOUSAND ONE HUNDRED THREE and 34/100 Dollars ($130,103.34).

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

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 89/100 Dollars ($320,888.89) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of SIXTEEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 89/100 Dollars ($16,888.89) 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 THREE HUNDRED FOUR THOUSAND and 00/100 Dollars ($304,000.00) for the Project as summarized in Exhibit A.

3. It is further understood the SPONSOR'S local share of the project is in the amount of SIXTEEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT and 89/100 Dollars ($16,888.89).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of TWO MILLION FIVE HUNDRED THIRTY-SEVEN THOUSAND and 00/100 Dollars ($2,537,000.00) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is TWO MILLION FIVE HUNDRED THIRTY-SEVEN THOUSAND and 00/100 Dollars ($2,537,000.00) as summarized in Exhibit A. 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 73.855091% 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.

2. It is further understood that the SPONSOR'S local share of the Project is in the amount of EIGHT HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED FIVE and 14/100 Dollars ($898,105.14).

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

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

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

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

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

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

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

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

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

(5.4) FAA Certifications.

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

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

(5.5) Other.

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

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

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

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
   i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
   ii. Collecting a certification statement from the non-

Federal entity attesting they are not excluded or disqualified from participating; or

iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

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

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

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

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

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

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

☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage

OR

☐ is self-insured.

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:

(a) 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.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

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

- (i) For Professionals - $1,000,000 per claim and $1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - $1,000,000 per claim and $1,000,000 in aggregate coverage;
- (iii) For Other Consultants - $1,000,000 per claim and $1,000,000 in aggregate coverage;
- (iv) 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.

(d) 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 Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the

DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 19, whichever comes first, subject to the Term of this Contract.

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

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

(14) Audit Requirements.

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

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

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

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

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

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

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

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

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

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

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

DATE: ____________________

____
COMMISSIONER (SEAL)

ATTEST: ________________________
Treasurer

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT:

DATE: ____________________

____
MAYOR

____
PRINTED NAME

This Contract approved by

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

at a meeting held at:

____

DATE: ____________________

____
CLERK (SEAL)

____
Federal ID/IRS #

APPROVED:

LOCAL GOVERNMENT ATTORNEY

____
SIGNATURE

____
PRINTED NAME

MACON DOWNTOWN AIRPORT
MACON, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP024-9077-51(021) BIBB
PID-T008719

RECONSTRUCT RUNWAY 10-28

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 Federal Funds FY21 - SBGP-038-2021								**22160**		
1	FAA	Project Formulation	EA	7490	$1.00	$7,490.00	90%	$6,741.00	0%	$0.00
2a	FAA	Bidding and Award Services	EA	14711.02	$1.00	$14,711.02	90%	$13,239.92	0%	$0.00
		Total Part 1 Federal Funds FY21				**$22,201.02**		**$19,980.92**		**$0.00**
Part 2 Federal Funds FY23 - SBGP-059-2023								**22184**		**01235**
2b	FAA	Bidding and Award Services	EA	2108.98	$1.00	$2,108.98	90%	$1,898.08	0%	$0.00
3	C-100	Contractor Quality Control Program (CQCP)	LS	1	$124,000.00	$124,000.00	90%	$111,600.00	5%	$6,200.00
4a	C-105	Mobilization (10% Max Allowed)	LS	0.37677156	$550,000.00	$207,224.36	90%	$186,501.92	5%	$10,361.22
		Total Part 2 Federal Funds FY23				**$333,333.34**		**$300,000.00**		**$16,561.22**
Part 3 Federal Funds FY23 (BIL) - SBGP-064-2023								**22187**		**01235**
4b	C-105	Mobilization (10% Max Allowed)	LS	0.61414141	$550,000.00	$337,777.78	90%	$304,000.00	5%	$16,888.89
		Total Part 3 Federal Funds FY23 (BIL)				**$337,777.78**		**$304,000.00**		**$16,888.89**
Part 4 Federal Funds FY23 - SBGP-059-2023								**22184**		**01235**
4c	C-105	Mobilization (10% Max Allowed)	LS	0.00908703	$550,000.00	$4,997.87	90%	$4,498.08	5%	$249.89
5	P-101-5.7	Removal of Pipe and other Buried Structures (Duct Banks)	EACH	5	$5,000.00	$25,000.00	90%	$22,500.00	5%	$1,250.00
6	P-152-4.1	Unclassified Excavation	CU YD	79650	$18.00	$1,433,700.00	90%	$1,290,330.00	5%	$71,685.00
7	P-620-5.1a	Surface Preparation	LS	1	$6,500.00	$6,500.00	90%	$5,850.00	5%	$325.00
8	P-620-5.2a	Permanent Pavement Marking, Reflective White (Type III) with Type III	SQ FT	64350	$1.00	$64,350.00	90%	$57,915.00	5%	$3,217.50
9	P-620-5.2b	Permanent Pavement Marking, Reflective Yellow (Type III) with Type III	SQ FT	990	$1.10	$1,089.00	90%	$980.10	5%	$54.45
10	P-620-5.4a	Temporary Pavement Marking, White (Type III)	SQ FT	64350	$0.60	$38,610.00	90%	$34,749.00	5%	$1,930.50
11	P-620-5.4d	Temporary Pavement Marking, Yellow (Type III)	SQ FT	990	$0.65	$643.50	90%	$579.15	5%	$32.18
12	D-751-5.3	Inlet Reset	EACH	31	$2,300.00	$71,300.00	90%	$64,170.00	5%	$3,565.00
13	D-751-5.5	Grate, Inlet	EACH	1	$4,000.00	$4,000.00	90%	$3,600.00	5%	$200.00
14	L-108-5.1	Trenching for Direct-Buried Cable, 18" Minimum Depth	LIN FT	12700	$2.70	$34,290.00	90%	$30,861.00	5%	$1,714.50
15	L-108-5.2	No. 8 AWG, 5kV, L-842, Type C Cable, Installed in Trench, Duct Bank or	LIN FT	14700	$1.20	$17,640.00	90%	$15,876.00	5%	$882.00

MACON DOWNTOWN AIRPORT
MACON, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP024-9077-51(021) BIBB
PID-T008719

RECONSTRUCT RUNWAY 10-28

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
16	L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above Duct	LIN FT	12700	$2.75	$34,925.00	90%	$31,432.50	5%	$1,746.25
17	L-110-5.1	Concrete Encased Electrical Duct Bank, 4-way, 4" PVC, Type I, Installed	LIN FT	300	$65.00	$19,500.00	90%	$17,550.00	5%	$975.00
18	L-115-5.4	Electrical Handhole	EACH	8	$8,500.00	$68,000.00	90%	$61,200.00	5%	$3,400.00
19	D-751-5.1	Existing Sanitary Sewer Manhole Elevation Adjustment	EACH	1	$3,000.00	$3,000.00	90%	$2,700.00	5%	$150.00
20	L-125-5.1	L-861 Base Mounted Runway Edge, Threshold or End Lights, Installed	EACH	32	$1,300.00	$41,600.00	90%	$37,440.00	5%	$2,080.00
21	L-125-5.2	Existing L-861 Runway Lights, (Removed)	EACH	109	$108.00	$11,772.00	90%	$10,594.80	5%	$588.60
22	L-125-5.3	L-861 Stake Mounted Runway Edge, Threshold or End Lights (Required)	EACH	46	$970.00	$44,620.00	90%	$40,158.00	5%	$2,231.00
23	L-125-5.4	L-861 Stake Mounted Taxiway Edge, Threshold or End Lights (Required)	EACH	23	$810.00	$18,630.00	90%	$16,767.00	5%	$931.50
24	L-125-5.5	Sign Reset	EACH	3	$1,300.00	$3,900.00	90%	$3,510.00	5%	$195.00
25	L-125-5.6	Precision Approach Path Indicator (PAPI), (Reset)	EACH	2	$2,250.00	$4,500.00	90%	$4,050.00	5%	$225.00
26	163-0301	Construction Entrance/Exit	EACH	1	$2,000.00	$2,000.00	90%	$1,800.00	5%	$100.00
27	163-0529	Sediment Barrier or Baled Straw Check Dam	LIN FT	5700	$14.00	$79,800.00	90%	$71,820.00	5%	$3,990.00
28	163-0550	Construct and Remove Inlet Sediment	EACH	26	$750.00	$19,500.00	90%	$17,550.00	5%	$975.00
29	163-0232	Temporary Grassing	ACRE	18	$1,200.00	$21,600.00	90%	$19,440.00	5%	$1,080.00
30	171-0010	Temporary Silt Fence, Type A	LIN FT	4200	$3.60	$15,120.00	90%	$13,608.00	5%	$756.00
31a	310-5080	Gr Aggr Base Crs, 8 Inch, Incl Matl	SQ YD	6268.32646	$21.00	$131,634.86	90%	$118,471.37	5%	$6,581.74
		Total Part 4 Federal Funds FY23				**$2,222,222.23**		**$2,000,000.00**		**$111,111.11**
Part 5 State Funds FY24										**01235**
LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED $2,537,000.00 OR 73.855091%, WHICHEVER IS LESS OF THE ACTUAL CONSTRUCTION COST OF $3,435,105.14 AIRPORT CONSTRUCTION - LIMITED PARTICIPATION			EACH	3435105.14	$1.00	$3,435,105.14	0%	$0.00	73.855091%	$2,537,000.00
		Total Part 5 State Funds FY24				**$3,435,105.14**		**$0.00**		**$2,537,000.00**

CFDA: 20.106; UEI: TVNBHEU6LLY9
Indirect Cost Rate - N/A - Research and Development No.

MACON DOWNTOWN AIRPORT
MACON, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP024-9077-51(021) BIBB
PID-T008719

RECONSTRUCT RUNWAY 10-28

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
		Total Project Cost				$6,350,639.51		$2,623,980.92		$2,681,561.22

FAA Federal Grant and FAIN #	Federal Award Date	Amount	Fund Source	Activity Code
3-13-SBGP-038-2021	7/8/2021	$19,980.92	22160	AVNP
3-13-SBGP-059-2023	8/4/2023	$300,000.00	22184	AVNP
3-13-SBGP-064-2023	9/12/2023	$304,000.00	22187	AVBL
3-13-SBGP-059-2023	8/4/2023	$2,000,000.00	22184	AVSA
STATE FY24	N/A	$2,681,561.22	01235	AVIA
Total Maximum Obligation of State and Federal Funds this Contract:		$5,305,542.14		

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of the MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT whose address is 700 POPLAR STREET, MACON, GA 31201, and it is also certified that:

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

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

________________________   ____

Date   Signature

Name: ____

Title: ____

Georgia Department of Transportation

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT
Solicitation/Contract No./ Call No. or Project Description:	T008719/AP024-9077-51(021) Bibb Reconstruct Runway 10-28 at the Macon Downtown Airport in Macon, 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:

741651
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

1/3/2014
Date of Authorization

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT
Name of Contractor

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

____
Printed Name (of Authorized Officer or Agent of Contractor)

____
Title (of Authorized Officer or Agent of Contractor)

____
Signature (of Authorized Officer or Agent)

____
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: ______________________

____
Notary Public [NOTARY SEAL]

My Commission Expires: __________________

EXHIBIT C

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 Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(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 Sexual Harassment Training for Employees Modules 1 6 - YouTube 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 Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf;

(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 Sexual Harassment Training for Employees Modules 1 6 - YouTube prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: ____

Name: ____

Position: ____

Company: MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

EXHIBIT E
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

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

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

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

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

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

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

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

MACON-BIBB COUNTY, GEORGIA CONSOLIDATED GOVERNMENT

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE: * DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

NOVEMBER 9, 2023

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T008719/AP024-9077-51(021) BIBB
RECONSTRUCT RUNWAY 10-28 AT THE MACON DOWNTOWN AIRPORT IN MACON, GA

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

First Use Date 2021 Specifications: April 16, 2021

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

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

First Use Date 2021 Specifications: April 16, 2021

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Section 109—Measurement & Payment

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

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

ATTACHMENT 2
SPECIAL CONDITIONS

1. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the State or the FAA, as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
2. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
3. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the State/FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
4. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:
    1. Furnish a construction management program to the FAA or State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
        1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
        2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
        3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
        4. Qualifications of engineering supervision and construction inspection personnel;
        5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
        6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
        7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.
            i. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at

the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

5. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons per 49 U.S.C §§ 47105(c) or 47114(d)(5).

6. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that Airport Improvement Program (AIP), Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons

7. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit “A”: Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The State and Sponsor further agree that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

8. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

9. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER AL TILLMAN**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE COUNTY'S SUBMISSION OF AN APPLICATION FOR A ROADSIDE ENHANCEMENT AND BEAUTIFICATION COUNCIL GRANT AND THE EVENTUAL SIGNING OF A MOWING AND MAINTENANCE AGREEMENT FOR THE BEAUTIFICATION OF THE HIGHWAY 247 AND AVONDALE MILL ROAD INTERCHANGE; AND OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to beautify and improve various rights of way by landscaping within the Highway 247 and Avondale Mill Road interchange area; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Parks and Beautification Department to apply for a Roadside Enhancement and Beautification Council ("REBC") Grant from the Georgia Department of Transportation for the beautification of the aforementioned interchange area; and

WHEREAS, if such grant is awarded, the County must enter into a Mowing and Maintenance Agreement between Macon-Bibb County and the Georgia Department of Transportation for the upkeep of the interchange area; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor or his designee is authorized to submit an application, and all related documentation, for the Roadside Enhancement and

Beautification Council Grant for the improvement of the Highway 247 and Avondale Mill Road Interchange area.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby authorizes the Mayor to sign a Mowing and Maintenance Agreement between Macon-Bibb County and the Georgia Department of Transportation regarding the ongoing mowing and maintenance obligation of the Highway 247 and Avondale Mill Road Interchange area.

BE IT FURTHER RESOLVED that the Clerk of Commission is hereby directed to send copies of this Resolution to the Georgia Department of Transportation and all other persons as directed by the Mayor.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of __________________, 2023.

By: ____

LESTER M. MILLER, Mayor

Attest: ____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Application For REBC Grant - HWY 247 At Avondale Mill Road.Docx

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER AL TILLMAN**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND VARIOUS PROVISIONS OF CHAPTER 4 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES FOR THE PURPOSE OF UPDATING LIMITATIONS ON THE RETAIL SALE OF ALCOHOLIC BEVERAGES BY LICENSED MANUFACTURERS FOR CONSISTENCY WITH STATE LAW; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Code of Ordinances currently provides for the licensing of malt beverage taprooms and cocktail rooms as craft alcoholic beverage manufacturers; and

WHEREAS, in 2021, the Georgia General Assembly amended Title 3 of the O.C.G.A. to abolish the use of the terms malt beverage taproom and cocktail room, as well as other distinctions between such operations and general manufacturing of malt beverages and distilled spirits, respectively, so as to provide a categorical right for manufacturers of malt beverages or distilled spirits to sell their products on-site direct to consumers at retail; and

WHEREAS, the Macon-Bibb County Commission has received a request from a licensed manufacturer of distilled spirits that the Macon-Bibb County Code of Ordinances be updated to reflect the current state laws concerning the retail sales of manufactured alcoholic beverages on the premises of the manufacturer; and

WHEREAS, the Macon-Bibb County Commission desires to update its code to be consistent with state laws regarding retail sales by licensed manufacturers of malt beverages and distilled spirits, and has attached hereto at Exhibit A, and incorporated herein by reference, a document reflecting the revisions made to the Macon-Bibb County Code of Ordinances by this Ordinance; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same that:

SECTION 1.

Section 4-1 of Article I of Chapter 4 of the Macon-Bibb County Code of Ordinances is hereby amended as follows:

A. The definitions of "cocktail room" and "malt beverage taproom" are repealed in their entirety.

B. Between the definitions of "Bar" and "Brewpub," the following definition shall be inserted:

Barrel, when used as a unit of volume, shall mean that volume of alcoholic beverages defined as a "barrel" for such type of alcoholic beverage in Title 3 of the Official Code of Georgia Annotated, presently being 31 gallons of malt beverages or 53 gallons of distilled spirits.

C. The definition of "Distilled Spirits" is repealed in its entirety and replaced with the following:

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume, including, but not limited to, all fortified wines. For purposes of licensing and regulation, distilled spirits include liquor, spirituous liquor, whiskey and fortified wine.

D. The definition of "Fortified Wine" is repealed in its entirety and replaced with the following:

Fortified wine means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy.

E. The definition of "Premises" is repealed in its entirety and replaced with the following:

Premises means the definite closed or partitioned establishment, whether room, shop or building wherein alcoholic beverages are sold or consumed. With respect to licensed manufacturers of malt beverages, "Premises" shall have the same definition as "Licensed Premises" in O.C.G.A. § 3-5-24.1. With respect to licensed manufacturers of distilled spirits, "Premises" shall have the same definition as "Licensed Premises" in O.C.G.A. § 3-4-24.2. Premises shall also include the sidewalk serving area of sidewalk cafés permitted under the business regulations of this Code and an outside, open air or patio-type serving area on the private property of an establishment. Such outside, open air or patio-type serving area must meet all planning and zoning commission requirements and adjoin or be connected to the main service building in such a manner as to prevent the movement of pedestrians or vehicular traffic between the outside serving area and the main service building.

; and

F. The definition of "Specialty Store" is repealed in its entirety and replaced with the following:

Specialty Store shall mean a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This definition shall include businesses licensed as brewpubs, or licensed manufacturers of alcoholic beverages selling those beverages at retail in accordance with this Chapter. This definition shall not include Drugstores, Food Marts, Gas Stations, Grocery Stores, Small Box Discount Stores, or Vice Marts. Appropriate specialized classes of products may include, without limitation, any of the following:

a. imported or luxury foods or beverages;

b. foods, beverages, or accessories associated with a particular culture, global region, cuisine, or nationality;

c. foods, beverages, or accessories conforming to or supporting the dietary requirements of any sincerely held religious practice or belief;

d. prepared foods (i.e., restaurants);

e. organic, vegan, or natural foods and beverages;

f. meats (e.g., butcher shops, delicatessens, or fish or seafood markets);

g. cheese or dairy products;

h. oils, seasonings, or spices;

i. growlers, craft beers, or wine;

j. breads or baked goods;

k. cigars;

l. honey or beeswax products;

m. food or beverage products grown or produced within the State of Georgia or any particular location therein; or

n. any similarly specialized products or classes of products.

SECTION 2.

Section 4-22 of Article II of Chapter 4 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 4 – ALCOHOLIC BEVERAGES

ARTICLE II. – LICENSING

Sec. 4-22. License Categories.

(a) The alcoholic beverage licenses which may be issued under this Chapter, and the fees for each respective annual license, are:

(1)Manufacturer of malt beverages, $2,500.00 per year;

(2)Manufacturer of wine, $1,700.00 per year;

(3)Manufacturer of distilled spirits, $4,300.00 per year;

(4)Wholesaler of malt beverages, $1,000.00 per year;

(5)Wholesaler of wine, $800.00 per year;

(6)Wholesaler of distilled spirits, $3,600.00 per year;

(7)Wholesaler of malt beverages, wine, and distilled spirits by a wholesaler whose principal place of business is located outside of Macon-Bibb County, $100.00 per year;

(8)Retail sale of malt beverages for consumption on-premises, $800.00 per year;

(9)Retail sale of malt beverages by the package to go, $800.00 per year;

(10)Retail sale of wine for consumption on-premises, $700.00 per year;

(11)Retail sale of wine by the package to go, $700.00 per year;

(12)Retail sale of distilled spirits for consumption on-premises, $2,900.00 per year;

(13)Retail sale of distilled spirits by the package to go, $2,900.00 per year;

(14)Alcoholic beverage caterer (includes malt beverages, wine, and distilled spirits), $600.00 per year;

(15)Brewpub, $2,500.00 per year;

(16)Reserved;

(17)Reserved;

(18)Brown bagging permit for malt beverages, wine, or distilled spirits, or any combination thereof, $300.00 per year;

(19)Special event permit, $250.00 per day of the event;

(20)Special event permit where applicant is a non-profit organization; $0.00 per day of the event;

(21)Wine-tasting permit, $500.00 per year;

(22)Sunday sales permit; $300.00 per year;

(23)Home brew special event permit; $50.00 per day of the event;

(24)Temporary alcohol license; $100.00 for duration of temporary license;

(25)Alcohol Handler's license; $25.00 per year; and

(26)Business continuation alcohol license; 25% of applicable annual license fees.

(b)The Commission of Macon-Bibb County or its designee will act upon each application separately.

(c)No manufacturer, wholesaler or retailer licensed to sell packaged distilled spirits shall hold any consumption on the premises license for the same location, except as expressly authorized under Georgia law and under the regulations of the Georgia Department of Revenue.

(d)All businesses issued licenses under this Chapter must, within ninety (90) days after the issuance of a license, open for business. Failure to open for business shall constitute a forfeiture and cancellation of the issued licenses and no refund of license fees or business taxes shall be made. Any applicant unable to comply with the time limit of this Section may make written request to the mayor for an extension of time not to exceed ninety (90) days, and the mayor at his discretion may grant or deny the request.

(e)Brown bagging shall be unlawful at all business establishments that do not obtain a brown bagging permit as provided for in this Chapter.

(f)Any establishment holding a license for consumption-off-the-premises at catered functions shall purchase an event permit for each event where the licensee intends to distribute or sell alcoholic beverages by the drink, off the premises, and in connection with an authorized catered function. Provided however, the issuance of an event permit shall in no way be considered a substitute for the consent of the owner or operator of the off-premises location to distribute or sell alcoholic beverages at the off-premises location. An event permit is limited in scope to the category or categories of alcohol for which the establishment is already licensed.

SECTION 3.

Subparagraph (b)(5) of Section 4-23 of Article II of Chapter 4 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

(5) License fees for new licenses authorizing the manufacture, wholesale, or retail sale of any alcoholic beverages; or for brewpub, alcoholic beverage caterer, wine-tasting permit, or Sunday sales permit licenses, shall be prorated, at an amount equal to one-twelfth of the annual license fee for each complete calendar month remaining in the calendar year in which an application is

submitted if such application for new license is submitted between January 1st and August 31st of the calendar year. This prorated license fee shall not include any charge for the calendar month in which a license application is submitted. If an application for a new license is submitted between September 1st and December 31st that license fee shall not be prorated, but the license, if granted, shall be valid from the effective date of that license through December 31st of the calendar year following the calendar year in which the application was submitted.

SECTION 4.

Subparagraph (i) of Section 4-91 of Article IV of Chapter 4 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

(i) Nothing in this Section shall be construed so as to provide additional regulation or limitation on retail sales made by licensed manufacturers of distilled spirits as otherwise provided in this Chapter.

SECTION 5.

Section 4-128 of Article V of Chapter 4 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 4 – ALCOHOLIC BEVERAGES

ARTICLE V. – RETAIL PACKAGE SALES OF WINE AND MALT BEVERAGES AND RETAIL SALES OF WINE AND MALT BEVERAGES FOR CONSUMPTION ON THE PREMISES

Sec. 4-128. Growlers.

The sale of growlers in compliance with this chapter is authorized for establishments licensed under Subsection 4-124(a)(1) for the retail package sales of wine and malt beverages, including holders of a brewpub or malt beverage manufacturer license. The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter. The term "growler" means a glass bottle not to exceed sixty-four ounces (64 oz.) that is filled by a licensee or employee of the licensed establishment with beer from a keg. Unless a licensee has a brewpub or malt beverage manufacturing license, growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler. Brewpub or malt beverage manufacturer licensees may also fill growlers with malt beverages manufactured on the licensed premises. Only professionally sanitized and sealed growlers may be filled and made available for retail sale. Each growler must be securely sealed and removed from the premises in its original sealed condition. Samples of tap beers may be made available if the licensee is providing growlers in compliance with this chapter, but shall not exceed one ounce (1 oz.) nor shall any one (1) individual be offered more than three (3) samples within a twenty-four-hour (24 hr.) period. An establishment duly licensed for the sale of growlers may also be authorized to sell other forms of alcoholic beverages, including for consumption on-premises, so long as it is properly licensed to do so.

SECTION 6.

Sections 4-301 and 4-302 of Article IX of Chapter 4 of the Macon-Bibb County Code of Ordinances are hereby repealed in their entirety and reenacted to provide as follows:

Chapter 4 – ALCOHOLIC BEVERAGES

ARTICLE IX. – CRAFT MANUFACTURING

Sec. 4-301. Sale of Malt Beverages by manufacturers.

(a) Any licensee holding a license for the manufacture of malt beverages shall be authorized to do the following:

   (1) Manufacture any quantity of malt beverages and sell any quantity of such malt beverages to licensed malt beverage wholesalers for distribution;

   (2) Transfer any liquid, including malt beverages, to or from a licensed premises to any other location within or outside of Macon-Bibb County in accordance with applicable federal, state, and local laws.

   (3) Subject to the statewide quantity limitations provided in O.C.G.A. § 3-5-24.1(b)(7), sell malt beverages produced at the licensed premises to individuals who are on such premises:

      a. For consumption on-premises with no daily maximum amount; and

      b. Packaged to go, provided that such sales of malt beverages packaged to go shall not exceed a maximum of 288 ounces of malt beverages per consumer per day.

   (4) Sell malt beverages pursuant to this Section on all days and at all times that sales of malt beverages by retailers are lawful under this Chapter, including, but not limited to, Sundays.

(b) Any licensee licensed to manufacture malt beverages shall be responsible for remitting all state and local sales, use, and excise taxes arising from its operations to the proper tax collecting authority.

(c) No licensed manufacturer of malt beverages shall be eligible to hold any other manufacturing, wholesale, retail, or caterer's license for the sale of alcoholic beverages except as permitted under state law.

(d) No licensed manufacturer of malt beverages shall be permitted to sell any alcoholic beverages at retail or wholesale other than the malt beverages produced on such licensee’s premises.

Sec. 4-302. Sale of Distilled Spirits by manufacturers.

(a) Any licensee holding a license for the manufacture of distilled spirits shall be authorized to do the following:

(1) Manufacture any quantity of distilled spirits and sell any quantity of such distilled spirits to licensed distilled spirit wholesalers for distribution;

(2) Transfer any liquid, including distilled spirits, to or from a licensed premises to any other location within or outside of Macon-Bibb County in accordance with applicable federal, state, and local laws.

(3) Sell up to 750 barrels of distilled spirits per year produced at the licensed premises to individuals who are on such premises:

a. For consumption on-premises not subject to a daily amount; and

b. Packaged to go, provided that such sales of distilled spirits packaged to go shall not exceed a maximum of 4,500 milliliters of distilled spirits per consumer per day.

(4) Sell distilled spirits pursuant to this Section on all days and at all times that sales of distilled spirits by retailers are lawful under this Chapter, including, but not limited to, Sundays.

(b) Licensed manufacturers of distilled spirits engaging in retail sales must comply with all applicable requirements imposed under state and federal law.

(c) No licensed manufacturer of distilled spirits shall be eligible to hold any other manufacturing, wholesale, retail, or caterer's license for the sale of alcoholic beverages, except as permitted under state law.

(d) No licensed manufacturer of distilled spirits shall be permitted to sell any alcoholic beverages other than the distilled spirits produced on such licensee's premises.

SECTION 7.

Any licensees or applicants who have paid a fee for a malt beverage taproom license or cocktail room license for calendar year 2024 shall be entitled to a refund of such fees upon request.

SECTION 8.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by references as if fully set out herein.

SECTION 9.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

SECTION 10.

(a) It is hereby declared to the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordiannce is mutually dependent upon any other section, paragraph, sentence, clause or phase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment o decree of any court of coempetent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full forece and effect.

SECTION 11.

All ordinances or part of Ordinances in conflict with this Ordinance are, to the extent such conflict, hereby repealed or set aside.

SECTION 12.

In the event scrivener's errors shall be discovered in this Ordinance after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

SECTION 13.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this _____ day of ______________________, 2023.

____
LESTER M. MILLER, MAYOR

ATTEST: ____
JANICE S. ROSS, CLERK OF COMMISSION

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<u>EXHIBIT A</u>

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Alcohol means ethyl alcohol, hydrated oxide of ethyl or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Armed security personnel means any security personnel who, in the course of performing any official job duty, is suffered, permitted, or required by his or her employer to carry a firearm. Notwithstanding the foregoing, and notwithstanding whether such person is carrying a firearm in the course of performing any official job duty, any person who is a certified peace officer in good standing with the Georgia Peace Officer Standards and Training Council shall not be considered an armed security personnel for purposes of this Chapter.

Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2.

Barrel, when used as a unit of volume, shall mean that volume of alcoholic beverages defined as a "barrel" for such type of alcoholic beverage in Title 3 of the Official Code of Georgia Annotated, presently being 31 gallons of malt beverages or 53 gallons of distilled spirits.

Brewpub means any bona fide food service establishment in which beer or malt beverages are manufactured or brewed subject to the barrel production limits and regulations under state law.

Brown bagging is the bringing of alcoholic beverages into business establishments for the purpose of drinking such alcoholic beverages at any such establishment.

Building code means and includes all building, plumbing and electrical codes and any other similar technical code of Macon-Bibb County.

Church means any permanent building where persons regularly assemble for religious worship.

~~*Cocktail room* means an establishment licensed to manufacture distilled spirits from agricultural products other than perishable fruits grown in Georgia, which also offers for sale such distilled spirits for consumption on-premises, or packaged to go, or both, subject to limits and regulations under state law.~~

College means only such state, local government, church or other colleges that teach the subjects commonly taught in the common colleges of this state and shall not include private colleges where only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 24 percent ~~21 percent~~ alcohol by volume, including, but not limited to, all fortified wines. For purposes of licensing and regulation, distilled spirits include liquor, spirituous liquor, whiskey and fortified wine.

Drugstore shall mean a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy. This term does not include Food Marts, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts.

Food Mart shall mean a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; at least four pounds of fresh, raw beef, chicken, or pork; at least four dozen fresh chicken eggs; at least four pounds of bread; and at least four gallons of fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of any item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

Fortified wine means any alcoholic beverage containing more than 24 percent ~~21 percent~~ alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy.

Gas Station shall mean a retail store that meets the definition of a Vice Mart, and that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas. This term does not include Drugstores, Food Marts, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts that are not licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sell liquefied petroleum gas. For purposes of this Chapter, any rule or ordinance that applies to a Vice Mart shall not apply to a Gas Station unless expressly stated otherwise.

Grocery Store shall mean a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. This term does not include Drugstores, Food Marts, Gas Stations, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

License means any license or permit issued under this Chapter, however denominated.

Licensee means any person holding any license or permit issued under this Chapter, however denominated.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or any other similar product, or any combination of such products in water, containing not more than fourteen percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer and strong beer. The term does not include sake, known as Japanese rice wine.

~~*Malt Beverage Taproom* means an establishment licensed to manufacture malt beverages, which also offers for sale such malt beverages for consumption on premises, or packaged to go, or both, subject to limits and regulations under state law.~~

Manufacturer means any maker, producer or bottler of an alcoholic beverage. The term also means:

(1) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits;

(2) In the case of malt beverages, any brewer; and

(3) In the case of wine, any vintner.

Minor means any person who has not attained the legal age as set by the state for the purchasing of alcoholic beverages.

Nightclub shall mean any business which:

(1) directly or indirectly charges patrons for admission;

(2) is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;

(3) provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;

(4) does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and

(5) does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

Other Small Box Retail Store shall mean a retail store that meets each of the following criteria:

1. the store has a total retail floor space of less than 15,000 square feet;
2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart, as provided in this Chapter; and
3. the store does not meet the criteria for a license under this Chapter for the retail package sales of distilled spirits or does meet such criteria, but is neither applying for nor in possession of a valid license issued under this Chapter for the retail package sales of distilled spirits.

Package means a bottle, can, keg, barrel, or other original consumer container.

Premises means the definite closed or partitioned establishment, whether room, shop or building wherein alcoholic beverages are sold or consumed. With respect to licensed manufacturers of malt beverages, "Premises" shall have the same definition as "Licensed Premises" in O.C.G.A. § 3-5-24.1. With respect to licensed manufacturers of distilled spirits, "Premises" shall have the same definition as "Licensed Premises" in O.C.G.A. § 3-4-24.2. Premises shall also include the sidewalk serving area of sidewalk cafés permitted under the business regulations of this Code and an outside, open air or patio-type serving area on the private property of an establishment. Such outside, open air or patio-type serving area must meet all planning and zoning commission requirements and adjoin or be connected to the main service building in such a manner as to prevent the movement of pedestrians or vehicular traffic between the outside serving area and the main service building.

Private club means a corporation organized and existing under the laws of the state actively in operation within the corporate limits of Macon-Bibb County, and having regularly paying monthly, quarterly or semiannual dues paying members.

Private residence means a house or dwelling wherein not less than one nor more than three families customarily reside and shall not include a mobile home, a boarding house where there are five or more boarders or roomers, or any residence which has been unoccupied for a period of six consecutive months immediately prior to the filing of an application. The term "private residence" shall not include any house or dwelling otherwise falling within the foregoing definition were such house or dwelling is regularly or customarily used for the purpose of carrying on any trade, enterprise, or business concern, whether lawful or unlawful, and regardless of whether the same is formally chartered or registered with any government, or any division thereof, for the transaction of business. This Chapter shall have no application to the possession or consumption of alcoholic beverages at any private residence; provided that no alcoholic beverages are being sold or offered for sale therein, and that any and all guests of such private residence are personally known by at least one person customarily residing in such private residence, and provided further that all such guests are present on the premises of such private residence at the invitation of, or by the consent of, at least one person customarily residing therein.

Retail means retail sales packaged to go and not for consumption on the premises.

Sale means the provision of any quantity of alcoholic beverages in exchange for any consideration whatsoever. A "sale" need not require the direct exchange of money for alcoholic beverages. As used in this Chapter, the term "sale" and other forms of such word shall include, but not be limited to, the following:

(1) The provision of any quantity of alcoholic beverages at any event or on any premises, whether for or without separate payment, if persons attending such event or entering such premises are generally

charged any amount of money, or are otherwise solicited, asked, expected, or anticipated to provide any monetary or in-kind donation, to so attend or so enter;

(2) The provision of any quantity of alcoholic beverages, along with any other items, meals, goods, or services, for a single or combined price, including the giving of alcoholic beverages free of charge to any person who purchases any other item, meal, good, or service;

(3) The provision of any quantity of alcoholic beverages in such circumstances that the recipient of such alcoholic beverages is not charged a specific amount of money to purchase such alcoholic beverages, but are solicited, asked, expected, or anticipated to provide any kind of monetary or in-kind donation or gratuity to any organization or to any person mixing, serving, or pouring such alcoholic beverages; or

(4) Any other artifice, scheme, method, or arrangement by which the provider of the alcoholic beverages gains any financial, in-kind, or material benefit, whether from some or all recipients of alcoholic beverages, while providing such alcoholic beverages to any person within the scope of a single transaction or series of related transactions.

(5) As used in this Chapter, the term "sale" shall not include any gratuitous gift or offer of alcoholic beverages which is made generally available to any member of the public to whom alcoholic beverages are lawfully able to be sold or served, regardless of whether such member of the public has made or inquired about making or has been requested to make any purchase, donation, or other offer of consideration of any kind. By way of example, and without limiting the foregoing, a retailer or event venue which allows any person to whom alcoholic beverages may lawfully be sold or served to receive, upon request, a quantity of alcoholic beverages free of charge, regardless of whether said recipients have made any purchase or payment or declared any intent to make any purchase or payment and without the provisioner requesting any purchase or payment be made shall not be considered to have engaged in any "sale" within the scope of this Chapter.

School means only such state, local government, church or other schools that teach the subjects commonly taught in the common schools of this state and shall not include private schools where only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught.

Security personnel shall mean any person hired to work at a bar or nightclub as either an employee or an independent contractor, whose job duties include protecting any person therein from death or serious bodily harm, or preventing or breaking up fights between or involving patrons.

Small Box Discount Store shall mean a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under $10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet. This term does not include Drug Stores, Food Marts, Gas Stations, Grocery Stores, Specialty Stores, or Vice Marts.

Specialty Store shall mean a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This definition shall include businesses licensed as brewpubs, or licensed manufacturers of alcoholic beverages selling those beverages at retail in accordance with ~~malt beverage taprooms, or cocktail rooms under~~ this Chapter. This definition shall not include Drugstores, Food Marts, Gas Stations, Grocery Stores, Small Box Discount Stores, or Vice Marts. Appropriate specialized classes of products may include, without limitation, any of the following:

a. imported or luxury foods or beverages;

b. foods, beverages, or accessories associated with a particular culture, global region, cuisine, or nationality;

c. foods, beverages, or accessories conforming to or supporting the dietary requirements of any sincerely held religious practice or belief;

d. prepared foods (i.e., restaurants);

e. organic, vegan, or natural foods and beverages;

f. meats (e.g., butcher shops, delicatessens, or fish or seafood markets);

g. cheese or dairy products;

h. oils, seasonings, or spices;

i. growlers, craft beers, or wine;

j. breads or baked goods;

k. cigars;

l. honey or beeswax products;

m. food or beverage products grown or produced within the State of Georgia or any particular location therein; or

n. any similarly specialized products or classes of products.

Tax commissioner means the Tax Commissioner of the Macon-Bibb County.

Vice Mart shall mean a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency—with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet. This term does not include Gas Stations, Grocery Stores, Food Marts, Small Box Discount Stores, Specialty Stores, or Drugstores.

Wholesaler or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this Section.

ARTICLE II. LICENSING

Sec. 4-22. License categories.

(a) The alcoholic beverage licenses which may be issued under this Chapter, and the fees for each respective annual license, are:

(1)Manufacturer of malt beverages, $2,500.00 per year;

(2)Manufacturer of wine, $1,700.00 per year;

(3)Manufacturer of distilled spirits, $4,300.00 per year;

(4)Wholesaler of malt beverages, $1,000.00 per year;

(5)Wholesaler of wine, $800.00 per year;

(6)Wholesaler of distilled spirits, $3,600.00 per year;

(7)Wholesaler of malt beverages, wine, and distilled spirits by a wholesaler whose principal place of business is located outside of Macon-Bibb County, $100.00 per year;

(8)Retail sale of malt beverages for consumption on-premises, $800.00 per year;

(9)Retail sale of malt beverages by the package to go, $800.00 per year;

(10)Retail sale of wine for consumption on-premises, $700.00 per year;

(11)Retail sale of wine by the package to go, $700.00 per year;

(12)Retail sale of distilled spirits for consumption on-premises, $2,900.00 per year;

(13)Retail sale of distilled spirits by the package to go, $2,900.00 per year;

(14)Alcoholic beverage caterer (includes malt beverages, wine, and distilled spirits), $600.00 per year;

(15)Brewpub, $2,500.00 per year;

(16)~~Malt beverage taproom, $2,500.00 per year~~Reserved;

(17)~~Cocktail room, $2,500.00 per year~~Reserved;

(18)Brown bagging permit for malt beverages, wine, or distilled spirits, or any combination thereof, $300.00 per year;

(19)Special event permit, $250.00 per day of the event;

(20)Special event permit where applicant is a non-profit organization; $0.00 per day of the event;

(21)Wine-tasting permit, $500.00 per year;

(22)Sunday sales permit; $300.00 per year;

(23)Home brew special event permit; $50.00 per day of the event;

(24)Temporary alcohol license; $100.00 for duration of temporary license;

(25)Alcohol Handler's license; $25.00 per year; and

(26)Business continuation alcohol license; 25% of applicable annual license fees.

(b)The Commission of Macon-Bibb County or its designee will act upon each application separately.

(c)No manufacturer, wholesaler or retailer licensed to sell packaged distilled spirits shall hold any consumption on the premises license for the same location, except ~~for holders of a cocktail room license, or~~ as ~~otherwise~~ expressly authorized under Georgia law and under the regulations of the Georgia Department of Revenue.

(d)All businesses issued licenses under this Chapter must, within ninety (90) days after the issuance of a license, open for business. Failure to open for business shall constitute a forfeiture and cancellation of the issued licenses and no refund of license fees or business taxes shall be made. Any applicant unable to comply with the time limit of this Section may make written request to the mayor for an extension of time not to exceed ninety (90) days, and the mayor at his discretion may grant or deny the request.

(e)Brown bagging shall be unlawful at all business establishments that do not obtain a brown bagging permit as provided for in this Chapter.

(f)Any establishment holding a license for consumption-off-the-premises at catered functions shall purchase an event permit for each event where the licensee intends to distribute or sell alcoholic beverages by the drink, off the premises, and in connection with an authorized catered function. Provided however, the issuance of an event permit shall in no way be considered a substitute for the consent of the owner or operator of the off-premises location to distribute or sell alcoholic beverages at the off-premises location. An event permit is limited in scope to the category or categories of alcohol for which the establishment is already licensed.

Sec. 4-23. Applications for new license.

(a) The provisions of this Code on general business licensing shall apply in addition to the provisions of this Section.

(b) (1) All applications shall be filed in the name of an individual, not an entity. Only one individual shall be the applicant on any application for a license to be issued under this Chapter. Any individual applying for a license pursuant to this Chapter shall identify on such application the name, entity type, and location of any business entity that will be operating pursuant to such license, if granted. No more than one business entity may operate pursuant to any individual license issued under this Chapter, and no business entity may operate in more than one business location pursuant to any individual license issued under this Chapter. An application may be completed by someone other than the applicant, but must be signed and sworn to by the applicant in the presence of a notary public.

(2) The applicant for any application shall be either the person serving as agent on the application, as provided in Section 4-24 of this Chapter, or one of the following:

(A) If the entity that will be operating pursuant to such license, if granted, is a sole proprietorship, then the sole proprietor;

(B) If the entity that will be operating pursuant to such license, if granted, is a general partnership, limited partnership, limited liability partnership, or limited liability limited partnership, then a general partner;

(C) If the entity that will be operating pursuant to such license, if granted, is a limited liability company, then a managing member, if any, or a member with a twenty-five percent or greater ownership interest, if any, or one member from among those members with the greatest ownership interest if no individual member holds a twenty-five percent or greater ownership interest in the entity;

(D) If the entity that will be operating pursuant to such license, if granted, is a privately-held corporation, then any corporate officer or shareholder holding twenty-five percent or greater ownership interest; and

(E) If the entity that will be operating pursuant to such license, if granted, is a publicly-traded company, or the entity that will be operating pursuant to such license, if granted, does not otherwise fall under any of the categories described in subparagraphs (b)(2)(A) through (b)(2)(D) of this Section, then the applicant must be the agent identified pursuant to Section 4-24 of this Chapter.

(F) For purposes of this Section, the designation of any entity as being a non-profit or not for profit entity shall not affect the application requirements on any license application.

(G) For purposes of this Section, where a legal entity serves as a partner, shareholder, member, or other owner ("Owning Entity") of an entity that will be operating pursuant to a license applied for under this Chapter, if such license is granted, ("Owned Entity") then any natural person holding any direct or indirect ownership interest in the Owning Entity shall be considered to have an ownership interest in the Owned Entity of the same type held by the Owning Entity, and in a percentage equal to the product of the percentages of ownership of all intervening entities in which such natural person has any ownership interest. By way of example, if Person A applies for a license on behalf of Z, LLC, and Person B owns fifty percent of X, Inc.; and X, Inc. holds a seventy-five percent general partnership interest in Y, L.P., and Y, L.P. holds a thirty percent managing membership interest in Z, LLC, then Person B would be considered, for purposes of this Section, to be a managing member of Z, LLC, with an interest equal to the product of fifty percent, times seventy-five percent, times thirty percent, or eleven and one-quarter percent total.

(3) (i) For all applications for licenses to be issued under this Chapter with an effective date beginning on or after January 1, 2019, and ending on or before December 31, 2019, such application shall be accompanied by a $300.00 application fee, as well as all applicable license fees. Upon approval, and prior to the issuance of any license, all applicable fees and business or occupation taxes provided for in this Code for the applicant shall be paid in full.

(ii) For all applications for licenses to be issued under this Chapter which, if approved, would be effective for any period of time on or after January 1, 2020, such application shall be accompanied by a $400.00 application fee, as well as all applicable license fees. Upon approval, and prior to the issuance of any license, all applicable fees and business or occupation taxes provided for in this Code for the applicant shall be paid in full.

(4) No application fee shall be charged to any applicant that is applying exclusively for one or more of the following licenses: alcoholic beverage caterer; special event permit; wine-tasting permit; Sunday sales permit; home brew special event permit; temporary alcohol license; alcohol handler's license, or business continuation alcohol license.

(5) License fees for new licenses authorizing the manufacture, wholesale, or retail sale of any alcoholic beverages; or for brewpub~~, malt beverage taproom, cocktail room~~, alcoholic beverage caterer, wine-tasting permit, or Sunday sales permit licenses, shall be prorated, at an amount equal to one-twelfth of the annual license fee for each complete calendar month remaining in the calendar year in which an application is submitted if such application for new license is submitted between January 1st and August 31st of the calendar year. This prorated license fee shall not include any charge for the calendar month in which a license application is submitted. If an application for a new license is submitted

between September 1st and December 31st that license fee shall not be prorated, but the license, if granted, shall be valid from the effective date of that license through December 31st of the calendar year following the calendar year in which the application was submitted.

(c) The application for a license of consumption-off-the-premises at catered functions shall include photostatic or other copies of all state and local licenses allowing for the operation of the applicant's business or relating to the sale of alcoholic beverages.

(d) The application shall be made on a form provided by the County, and shall be accompanied by the following:

(1) Proof of planning and zoning compliance;

(2) A copy of the business information record, as maintained by the Georgia Secretary of State's Corporations Division, which is no more than ten days old, showing that the applicant is registered and authorized to transact business in the State of Georgia, and that such registration is current and in good standing; or, an affidavit identifying the type of business entity applying for a license under this Chapter and certifying that the entity is of a type that is not required to register with the Georgia Secretary of State in order to transact business in the State of Georgia;

(3) A current lease, property deed, management agreement, or other document demonstrating a right of possession to the property upon which the premises are located;

(4) An unexpired identification card issued by any U.S. state or the United States government, bearing a current photograph of the applicant;

(5) Fingerprints of the applicant, the agent, and the following individuals; along with separate fees applicable for the background check of each person required under this subparagraph to be fingerprinted:

(A) If the entity that will be operating pursuant to such license, if granted, is a sole proprietorship, then the sole proprietor;

(B) If the entity that will be operating pursuant to such license, if granted, is a general partnership, limited partnership, limited liability partnership, or limited liability limited partnership, then all general partners holding a twenty-five percent or greater share of all outstanding general partnership interests, if any, and all limited partners holding a twenty-five percent or greater partnership interest, if any;

(C) If the entity that will be operating pursuant to such license, if granted, is a limited liability company, then all managing members, if any, and all members holding a twenty-five percent or greater membership interest, if any;

(D) If the entity that will be operating pursuant to such license, if granted, is a privately-held corporation, then the three highest-ranking corporate officers, and all shareholders holding a twenty-five percent or greater ownership interest, if any; and

(E) If the entity that will be operating pursuant to such license, if granted, is a publicly-traded company, or if the entity that will be operating pursuant to such license, if granted, does not otherwise fall under any of the categories described in subparagraphs (d)(5)(A) through (d)(5)(D) of this Section, then only the applicant and the agent.

(F) If a licensee currently holds one or more categories of alcohol license in good standing and issued under this chapter and such licensee applies for one or more additional categories of alcohol license for the same business location or another business location to be operated by the same entity that operates the currently licensed location, then the requirements of Section 4-23(d)(5) are waived.

(6) An ownership disclosure form for any entity that will be operating pursuant to any license applied for, if granted. Such disclosure form must identify the type of entity that would operate pursuant to any

license applied for, if granted, and identify the following individuals, including their names, addresses, and telephone numbers:

(A) If the entity that will be operating pursuant to such license, if granted, is a sole proprietorship, then the sole proprietor;

(B) If the entity that will be operating pursuant to such license, if granted, is a general partnership, limited partnership, limited liability partnership, or limited liability limited partnership, then all general partners holding a twenty-five percent or greater share of all outstanding general partnership interests, if any, and all limited partners holding a twenty-five percent or greater partnership interest, if any;

(C) If the entity that will be operating pursuant to such license, if granted, is a limited liability company, then all managing members, if any, and all members holding a twenty-five percent or greater membership interest, if any;

(D) If the entity that will be operating pursuant to such license, if granted, is a privately-held corporation, then the three highest-ranking corporate officers, and all shareholders holding a twenty-five percent or greater ownership interest, if any; and

(E) If the entity that will be operating pursuant to such license, if granted, is a publicly-traded company, then the stock symbol for the company, the name of at least one listing exchange where the company's stock is traded, and the three highest-ranking corporate officers.

(F) If the entity that will be operating pursuant to such license, if granted, does not otherwise fall under any of the categories described in subparagraphs (d)(6)(A) through (d)(6)(E) of this Section, then the names of the three persons with the greatest operational authority over the entity, or the names of all such persons if fewer than three exist.

(7) Proof that all persons who, upon issuance of the requested license, would be Alcohol Handlers, as defined in Sec. 4-501(b) or (c) possess valid licenses pursuant to Article XII of this Chapter;

(8) An affidavit from the engineering department stating that the establishment complies with the distance requirements contained in this Chapter. The engineering department will charge a fee of one hundred fifty dollars ($150.00) for this affidavit;

(9) If the entity that will be operating pursuant to any license being applied for under this Chapter is a non-profit entity, then such entity may submit documentation as part of the license application, from either the Internal Revenue Service, or the State of Georgia, showing that such entity is authorized to operate as a non-profit entity. If such records are submitted, and if the records showing right of possession of the premises, as required under subparagraph (d)(3) of this Section indicate that the same non-profit entity has a right of possession to the premises for which a license is sought, then the application and license fees for such premises shall be reduced by half for both the initial license and any renewal thereof. Where applicable, such reduced license fees shall also be subject to prorating under subparagraph (b)(5) of this Section.

(10) An affidavit from the publisher of the legal organ of Macon-Bibb County showing that the applicant has caused to be published in such legal organ, once a week for two (2) consecutive weeks, a notice showing the name of the applicant (or of the applicant is a legal entity, the applicant's agent), the name and trade name of the business entity (if any) for which the license is sought, the location for which the license is sought, the type of license applied for, and inviting the public to comment on the proposed license, in writing by submission to the department of the Macon-Bibb County government charged with receiving license applications under this Chapter, within fourteen days of the first date on which said advertisement is scheduled to be published, and which date shall be included in said advertisement.

(11) A form identifying the location to be licensed as a Drug Store, Food Mart, Gas Station, Grocery Store, Other Small Box Retail Store, Small Box Discount Store, Specialty Store, or Vice Mart, if applicable;

provided that the intentional failure to identify, or the knowing misrepresentation of, which definition, if any, in this subsection applies to a store shall be grounds for any Adverse Action, up to and including denial of an application or revocation of any licenses issued to such applicant.

(12) A form signed by a sworn deputy of the Bibb County Sheriff's Office certifying that the security camera system on the premises complies with the requirements of Section 4-40 of this Chapter.

(e) The application shall also contain a form of oath providing that the information disclosed in the application is true and correct, and providing further that the applicant will abide by, observe and conduct his other business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the general assembly, and all other applicable federal, state, and local laws. The oath shall be taken by the applicant and the agent in charge of the establishment if different from or additional to the applicant.

(f) Any false statement or material misrepresentation in any application hereunder shall be grounds for the revocation of any license granted hereunder.

(g) A change of location shall be allowed for any license under this Chapter provided the licensee files with the appropriate department the following on the new location:

(1) Proof of planning and zoning compliance;

(2) A form signed by a sworn deputy of the Bibb County Sheriff's Office certifying that the security camera system on the premises complies with the requirements of Section 4-40 of this Chapter.

(3) A current lease or property deed demonstrating a right of possession to the property upon which the new premises are located;

(4) An affidavit from the engineering department stating that the establishment complies with the distance requirements contained in this Chapter. The engineering department will charge a fee of one hundred fifty dollars ($150.00) for this affidavit;

(5) A location transfer fee of $400.00; and

(6) An affidavit from the publisher of the legal organ of Macon-Bibb County showing that the licensee has caused to be published in such legal organ, once a week for two (2) consecutive weeks, a notice showing the name and address of the licensee, the location for which the license is sought, the type of license held, and inviting the public to comment on the proposed license, in writing by submission to the department of the Macon-Bibb County government charged with receiving license applications under this Chapter, within fourteen days of the first date on which said advertisement is scheduled to be published, and which date shall be included in said advertisement.

(h) Any change of location allowed under this Section may be denied on the same basis as for an application or license under this Chapter.

ARTICLE IV. RETAIL PACKAGE SALES OF DISTILLED SPIRITS

Sec. 4-91. Limitation on number of licenses.

(a) It is the policy of the Commission of Macon-Bibb County that licenses establishments for the retail package sale of distilled spirits be regulated in such a way as to avoid their over-accumulation within any one commission district and within Macon-Bibb County as a whole.

(b) The Macon-Bibb County Government will not permit the licensing of any establishment for retail package sales of distilled spirits except as provided for in this Section.

(c) As provided herein, no license shall be issued for retail package sales of distilled spirits unless the number of active retail distilled spirit licenses issued in Macon-Bibb County is less than one (1) license for every five thousand six hundred people (5,600), or major fraction thereof, in Macon-Bibb County according to the latest United States Decennial Census. As an additional requirement, no license shall be issued for the retail package sales of distilled spirits unless the number of active retail distilled spirit licenses issued within the same County Commission District is less than one (1) license for every five thousand six hundred people (5,600), or major fraction thereof, in such District, according to the latest United States Decennial Census.

(d) Notwithstanding any other provision of this ordinance, valid licenses for retail package sales of distilled spirits active immediately preceding the effective date of this ordinance may be renewed in accordance with this Chapter and subsequently thereafter.

(e) (1) Notwithstanding any other provision of this Section, the limitation upon the number of licenses for the retail package sales of distilled spirits to be issued, as herein provided, shall not preclude an owner of an establishment which currently possesses a legal license for the retail package sales of distilled spirits from selling or otherwise transferring ownership of said business; and

(2) Further, notwithstanding any other provision of this Section, the limitation upon the number of licenses for the retail package sales of distilled spirits to be issued, as herein provided, shall not preclude an individual acquiring ownership in an establishment which currently possesses a legal license for the retail package sales of distilled spirits from applying for and obtaining a license for the retail package sale of distilled spirits in accordance with the licensing procedures set forth within this Chapter; and

(3) Further, notwithstanding any other provision in this Section, an applicant for a license for the retail package sale of distilled spirits at a location that was so licensed in the immediately prior calendar year shall not be disqualified for licensure under this Section if they can demonstrate the reasonable reliance of the licensee at that location on an act or assurance of the Georgia Department of Revenue, including the renewal of all applicable state alcohol licenses; and if they can demonstrate that, despite their failure to timely apply for renewal of such license, a renewal application was actually submitted no later than March 1st of the current calendar year; and

(4) Except as otherwise provided in this paragraph (e), upon revocation, expiration, or surrender of any existing license, no renewal thereof or new licenses therefore shall be issued contrary to the limitation herein described.

(f) When additional licenses for the retail package sale of distilled spirits become available, new complete applications for licenses for retail package sales of distilled spirits shall be given priority in the order in which there are received. No applications shall be accepted or held at any time while the number of active licenses for retail package sales of distilled spirits exceeds the number of active licenses allowed for Macon-Bibb County or for the Commission District where the applicant's business would be located. Any such license application inadvertently accepted shall be returned as incomplete in accordance with this Chapter.

(g) In the event that there are multiple new simultaneously submitted valid applications for retail package sales of distilled spirits within a particular commission district such that if all were granted the total number of licensed establishments would exceed the limits imposed by subsection (c), priority shall be granted based on descending order beginning with the application whose proposed premises is the greater distance from the nearest other existing establishment within the same commission district. Nothing in this subsection shall be construed to allow new applications to be granted in such a way as to exceed the limits of subsection (c).

(h) The limitations imposed by this Section shall be in addition to all other requirements specified in this Chapter, including, without limitation, the distance requirements imposed by Section 4-36.

(i) Nothing in this Section shall be construed so as to provide additional regulation or limitation on retail sales made by licensed manufacturers of distilled spirits as otherwise provided in this Chapter~~cocktail rooms licensed under Section 4-302 of this Chapter~~.

Sec. 4-128. Growlers.

The sale of growlers in compliance with this chapter is authorized for establishments licensed under Subsection 4-124(a)(1) for the retail package sales of wine and malt beverages, including holders of a brewpub or malt beverage manufacturer~~ taproom~~ license. The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter. The term "growler" means a glass bottle not to exceed sixty-four ounces (64 oz.) that is filled by a licensee or employee of the licensed establishment with beer from a keg. Unless a licensee has a brewpub or malt beverage ~~taproom~~ manufacturing license, growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler. Brewpub or malt beverage ~~taproom~~ manufacturer licensees may also fill growlers with malt beverages manufactured on the licensed premises. Only professionally sanitized and sealed growlers may be filled and made available for retail sale. Each growler must be securely sealed and removed from the premises in its original sealed condition. Samples of tap beers may be made available if the licensee is providing growlers in compliance with this chapter, but shall not exceed one ounce (1 oz.) nor shall any one (1) individual be offered more than three (3) samples within a twenty-four-hour (24 hr.) period. An establishment duly licensed for the sale of growlers may also be authorized to sell other forms of alcoholic beverages, including for consumption on-premises, so long as it is properly licensed to do so.

Secs. 4-129—4-140. Reserved.

ARTICLE IX. CRAFT MANUFACTURING

Sec. 4-301. Sale of Malt Beverages by manufacturers.

(a) Any licensee holding a license for the manufacture of malt beverages shall be authorized to do the following:

(1) Manufacture any quantity of malt beverages and sell any quantity of such malt beverages to licensed malt beverage wholesalers for distribution;

(2) Transfer any liquid, including malt beverages, to or from a licensed premises to any other location within or outside of Macon-Bibb County in accordance with applicable federal, state, and local laws.

(3) Subject to the statewide quantity limitations provided in O.C.G.A. § 3-5-24.1(b)(7), sell malt beverages produced at the licensed premises to individuals who are on such premises:

a. For consumption on-premises with no daily maximum amount; and

b. Packaged to go, provided that such sales of malt beverages packaged to go shall not exceed a maximum of 288 ounces of malt beverages per consumer per day.

(4) Sell malt beverages pursuant to this Section on all days and at all times that sales of malt beverages by retailers are lawful under this Chapter, including, but not limited to, Sundays.

(b) Any licensee licensed to manufacture malt beverages shall be responsible for remitting all state and local sales, use, and excise taxes arising from its operations to the proper tax collecting authority.

(c) No licensed manufacturer of malt beverages shall be eligible to hold any other manufacturing, wholesale, retail, or caterer's license for the sale of alcoholic beverages except as permitted under state law.

(d) No licensed manufacturer of malt beverages shall be permitted to sell any alcoholic beverages at retail or wholesale other than the malt beverages produced on such licensee's premises.

~~Sec. 4-301. Malt beverage taproom license.~~

~~(a) For purposes of this Chapter, "malt beverage taproom" shall refer to business establishments operating pursuant to O.C.G.A. § 3-5-24.1, as amended from time to time.~~

~~(b) Any licensee holding a malt beverage taproom license shall be authorized to do the following:~~

~~(1) Manufacture any quantity of malt beverages and sell any quantity of such malt beverages to licensed malt beverage wholesalers for distribution;~~

~~(2) Sell up to 3,000 barrels of malt beverages produced at the licensed premises to individuals who are on such premises:~~

a. ~~For consumption on-premises; and~~

b. ~~Packaged to go, provided that such sales of malt beverages packaged to go shall not exceed a maximum of 288 ounces of malt beverages per consumer per day.~~

(3) ~~Sell malt beverages pursuant to this Section on all days and at all times that sales of malt beverages by retailers are lawful under this Chapter, including, but not limited to, Sundays.~~

(c) ~~Any licensee operating a malt beverage taproom shall be responsible for remitting all state and local sales, use, and excise taxes arising from its operations to the proper tax collecting authority.~~

(d) ~~No person holding a malt beverage taproom license and no entity operating a malt beverage taproom shall be eligible to hold any other manufacturing, wholesale, retail, or caterer's license for the sale of alcoholic beverages while such malt beverage taproom license remains valid.~~

(e) ~~No person holding a malt beverage taproom license and no entity operating a malt beverage taproom shall be permitted to sell any alcoholic beverages other than the malt beverages produced on such licensee's premises.~~

Sec. 4-302. Sale of Distilled Spirits by manufacturers.

(a) Any licensee holding a license for the manufacture of distilled spirits shall be authorized to do the following:

(1) Manufacture any quantity of distilled spirits and sell any quantity of such distilled spirits to licensed distilled spirit wholesalers for distribution;

(2) Transfer any liquid, including distilled spirits, to or from a licensed premises to any other location within or outside of Macon-Bibb County in accordance with applicable federal, state, and local laws.

(3) Sell up to 750 barrels of distilled spirits per year produced at the licensed premises to individuals who are on such premises:

a. For consumption on-premises not subject to a daily amount; and

b. Packaged to go, provided that such sales of distilled spirits packaged to go shall not exceed a maximum of 4,500 milliliters of distilled spirits per consumer per day.

(4) Sell distilled spirits pursuant to this Section on all days and at all times that sales of distilled spirits by retailers are lawful under this Chapter, including, but not limited to, Sundays.

(b) Licensed manufacturers of distilled spirits engaging in retail sales must comply with all applicable requirements imposed under state and federal law.

(c) No licensed manufacturer of distilled spirits shall be eligible to hold any other manufacturing, wholesale, retail, or caterer's license for the sale of alcoholic beverages, except as permitted under state law.

(d) No licensed manufacturer of distilled spirits shall be permitted to sell any alcoholic beverages other than the distilled spirits produced on such licensee's premises.

~~Sec. 4-302. Cocktail room license.~~

(a) ~~For purposes of this Chapter, "cocktail room" shall refer to business establishments operating pursuant to O.C.G.A. § 3-4-24.2, as amended from time to time.~~

(b) ~~Any licensee holding a cocktail room license shall be authorized to do the following:~~

(1) ~~Manufacture any quantity of distilled spirits and sell any quantity of such distilled spirits to licensed distilled spirit wholesalers for distribution;~~

(2) ~~Sell up to 500 barrels of distilled spirits per year produced at the licensed premises to individuals who are on such premises:~~

a. ~~For consumption on-premises; and~~

~~b. Packaged to go, provided that such sales of distilled spirits packaged to go shall not exceed a maximum of 2,250 milliliters of distilled spirits per consumer per day.~~

~~(3) Sell distilled spirits pursuant to this Section on all days and at all times that sales of distilled spirits by retailers are lawful under this Chapter, including, but not limited to, Sundays.~~

~~(c) No licensee operating a cocktail room shall sell any distilled spirits by the package to go at a price less than the price at which other retailers licensed to sell distilled spirits by the package to go are permitted to sell such distilled spirits under the law.~~

~~(d) Any licensee operating a cocktail room shall be responsible for remitting all state and local sales, use, and excise taxes arising from its operations to the proper tax collecting authority.~~

~~(e) No person holding a cocktail room license and no entity operating a cocktail room shall be eligible to hold any other manufacturing, wholesale, retail, or caterer's license for the sale of alcoholic beverages while such cocktail room license remains valid.~~

~~(f) No person holding a cocktail room license and no entity operating a cocktail room shall be permitted to sell any alcoholic beverages other than the distilled spirits produced on such licensee's premises.~~

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER AL TILLMAN**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ACCEPTING THE DONATION AND AUTHORIZING THE PLACEMENT OF A BLUE STAR MEMORIAL MARKER AND A GOLD STAR MEMORIAL MARKER AT FORT HAWKINS, SUBJECT TO THE APPROVAL OF THE DIRECTOR OF MACON-BIBB COUNTY'S PARKS AND BEAUTIFICATION DEPARTMENT AS TO THE LOCATION OF SAID MARKERS; AND FOR OTHER PURPOSES.

WHEREAS, the National Garden Club's Blue Star Memorial Marker Program began in 1945 and honors all men and women, past, present, and future who serve in the armed forces of the United States by placing memorial markers in National Cemeteries, Veterans Medical Centers, and other civic locations so that all citizens may be reminded of the sacrifices and bravery of members of the armed forces; and

WHEREAS, in 2015, a Gold Star Families Memorial Marker was added to the program to honor those families of servicemen whose loved ones paid the ultimate price defending the United States of America; and

WHEREAS, a local affiliate of the National Garden Club, the Federated Garden Clubs of Macon, has requested permission to landscape a fitting space for a Blue Star Marker and a Gold Star Memorial Marker at the site of Fort Hawkins, to show their appreciation for those who defend our Country; and

WHEREAS, the Macon-Bibb County Commission desires to join the National Garden Club and the Federated Garden Clubs of Macon, in expressing deep appreciation and respect for those that serve in the armed forces and to provide a fitting space to honor all service members, especially those that have made the ultimate sacrifice; and

WHEREAS, the Macon-Bibb County Commission finds this Resolution necessary and proper to benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by authority of the same that the donation of and landscaping for the placement of a Blue Star Marker and a Gold Star Memorial Marker at Fort Hawkins is hereby authorized, subject to the approval of the director of Macon-Bibb County's Parks and Beautification department as to the design of said landscaping and the location of said markers.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of __________________, 2023.

By: ____

LESTER M. MILLER, Mayor

Attest: ____

(SEAL) JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Blue and Gold Star Monuments at Fort Hawkins - 11-27-23.docx

LEGISLATIVE SPONSORS

☑ MAYOR LESTER M. MILLER	☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN	☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER ELAINE LUCAS	☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER	☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.	☐ COMMISSIONER AL TILLMAN

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE TRANSFER OF $50,162,214.00 FROM THE FUND BALANCES OF MULTIPLE FUNDS IN THE FY24 BUDGET TO ACCOUNT FOR OUTSTANDING PURCHASE ORDERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission adopted ordinance O-23-0036, establishing the FY24 budget, said ordinance to become effective on July 1, 2023; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission approves a supplemental appropriation for the transfer of fifty million, one hundred and sixty-two thousand, two hundred and fourteen dollars and no cents ($50,162,214.00) from the Fund Balances of multiple funds to multiple funds in the FY24 Budget to account for outstanding purchase orders in accordance with that Budget Amendment(s) attached hereto as Exhibit A and incorporated herein by reference.

Section 2.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 3.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 4.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 5.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _______ day of _________________, 2023.

____
LESTER M. MILLER, MAYOR

ATTEST: _______________________________________
JANICE S. ROSS, CLERK OF COMMISSION

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EXHIBIT A

Macon Bibb County
Purchase Order Rollovers FY23 to FY24

		Encumbrances Rolled
100	General Fund	3,665,299
202	Drug Abuse Treatment & Ed Fund	9,824
205	Law Library Fund	859
209	District Atty RICO Forfeiture Fd	28,688
210	Confiscated Fund (Sheriff)	680
213	Commissary Fund	30,081
215	E - 911 Fund	1,376
230	American Rescue Plan Grant Fund	3,131,999
250	Sponsored Prog	355,058
252	Grants Fund	7,128,842
256	ECD-Emergency Solutions Grant	9,171
277	DFACS MIL Fund	2,091
310	Capital Improvements Fund	14,717,062
323	SPLOST 2018 Fund	17,154,102
350	Blight Elimination Rev Loan Fund	140,549
362	2014 TAD-2 Second St Projects	125,570
541	Solid Waste Management Fund City	709,455
550	Airport Fund	1,753,987
555	Coliseum & Auditorium Fund	114,934
558	Bowden Golf Course Fund	371,623
559	Tobesofkee Recreation Area Fund	206,384
605	Workers Compensation Fund	11,500
606	Group Insurance Fund	3,062
607	Vehicle Maintenance Fund	490,018
		50,162,214

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER AL TILLMAN**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE FY 2023 GENERAL FUND BUDGET TO $248,167,207 IN TOTAL REVENUES AND $248,167,207 IN TOTAL EXPENDITURES RESULTING IN A SUPPLEMENTAL APPROPRIATION OF $1,692,873 AND OTHER YEAR END ADJUSTMENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 21, 2022, the Macon-Bibb County Commission did by ordinance adopt the FY 2023 budget, said ordinance to become effective on July 1, 2022; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

WHEREAS, the FY 2023 amended budget differs from the FY 2023 actual budget, reflecting said variance; and

WHEREAS, said information is reflected in the FY 2023 Budget Amendment Summary hereto attached as Exhibit A, and incorporated herein by reference; and

WHEREAS, Exhibit A also reflects a supplemental appropriation of $1,692,873; and

WHEREAS, the Finance Officer recommends to the Macon-Bibb County Commission that the requested Budget Amendment be approved; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission approves a Budget Amendment to the FY 2023 General Fund Budget so as to reflect $248,167,207 in total revenues and $248,167,207 in total expenditures, resulting in a supplemental appropriation of $1,692,873, in accordance with the budget amendment(s) attached hereto as Exhibit A, and incorporated herein by reference.

Section 2.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 3.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 4.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 5.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

[Signatures on the following page.]

SO ORDERED AND ORDAINED this _______ day of _________________, 2023.

BY: ____
LESTER M. MILLER, MAYOR

ATTEST: ____
JANICE S. ROSS, CLERK OF COMMISSION

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EXHIBIT A

Accounting Transaction Form

Journal #	
Effective Date	06/30/23
FY	2023

Line #	G/L Account	Increase	Decrease
1	100.313100 - Local Option Sales Tax	1,656,778.00	
2	100.391000.275 - Transfers In Hotel Motel Tax Fund	36,095.00	
3	100.1530.521200.002 - Prof Services Outside Counsel	1,373,913.00	
4	100.1565.1022.523200.002 - Communications Govt-Wide Telephone Exp	244,000.00	
5	100.3700.511100.001 - Salaries and Wages Full Time	14,375.00	
6	100.3700.522200.001 - Repairs & Maint Machinery & Equipment	3,000.00	
7	100.3700.531100.001 - Operating Supplies General	14,000.00	
8	100.5500.571600.002 - Intergovt-Culture & Rec Book Mobile-Library	3,700.00	
9	100.5500.572600.008 - Other Agencies-Culture & Rec Cherry Blossom	11,285.00	
10	100.5400.572500.015 - Other Agencies-Health & Welfare Burial Services	28,100.00	
11	100.7300.572700.014 - Other Agencies-Housing & Dev Clean Air	500.00	
12	100.1100.511100.003 - Salaries and Wages Part Time		9,635.00
13	100.1100.521200.012 - Prof Services Audit Fee	9,635.00	
14	100.1300.511200.001 - Salaries and Wages - Temp Seasonal	6,376.00	
15	100.1300.523500.001 - Travel Hotels/Food/Other		201.00
16	100.1300.523600.001 - Dues & Fees Professional Organizations		6,175.00
17	100.1330.522300.003 - Rentals Copier Lease	1,449.00	
18	100.1330.531100.001 - Operating Supplies General		1,449.00
19	100.1560.512000.005 - Employees Benefits Pension	2,344.00	
20	100.1560.522200.005 - Repairs & Maint Office Equipment		2,344.00
21	100.1565.1020.511100.001 - Salaries and Wages Full Time		276,533.00
22	100.1565.1020.512000.001 - Employees Benefits Health Insurance		45,486.00
23	100.1565.1022.523200.002 - Communications Govt-Wide Telephone Exp	322,019.00	
24	100.2180.512000.005 - Employees Benefits Pension	43,209.00	
25	100.2180.522200.009 - Repairs & Maint Software License & Maint		39,369.00
26	100.2180.531100.003 - Operating Supplies Office		3,840.00
27	100.2200.523850.001 - Contract Labor Contractual Services		13,960.00
28	100.2201.511100.001 - Salaries and Wages Full Time	12,282.00	
29	100.2201.512000.001 - Employees Benefits Health Insurance	1,867.00	
30	100.2201.512000.002 - Employees Benefits Life Insurance	143.00	
31	100.2201.512000.003 - Employees Benefits FICA	424.00	
32	100.2201.512000.004 - Employees Benefits Medicare	99.00	
33	100.2201.512000.005 - Employees Benefits Pension	142.00	
34	100.2201.512000.007 - Employees Benefits Workers Compensation		997.00
35	100.2600.511100.004 - Salaries and Wages Bailiffs	16,565.00	
36	100.2600.521200.028 - Prof Services Other		16,565.00
37	100.2800.521200.002 - Prof Services Outside Counsel		28.00
38	100.2800.522300.003 - Rentals Copier Lease	28.00	
39	100.3300.3326.511100.001 - Salaries and Wages Full Time		147,246.00
40	100.3300.3326.511100.003 - Salaries and Wages Part Time		16,437.00
41	100.3300.3326.511300.001 - Salaries and Wages - Overtime OT		245,599.00
42	100.3500.3502.511300.001 - Salaries and Wages - Overtime OT	409,282.00	
43	100.4000.4200.511100.001 - Salaries and Wages Full Time		125,457.00
44	100.4000.4200.522200.004 - Repairs & Maint Vehicle Outside/Contract	125,457.00	
45	100.4275.4001.511100.001 - Salaries and Wages Full Time		6,047.00
46	100.4275.4001.521200.028 - Prof Services Other	6,047.00	
47	100.5100.571500.007 - Intergovern-Health & Welfare Emergency Mgt & Disaster Control	48,585.00	
48	100.6200.522300.002 - Rentals Equipment & Vehicles		18,169.00
49	100.6200.531100.007 - Operating Supplies Agricultural	18,169.00	
50	100.9001.611000.290 - Transfers Out Emergency Mgt & Disaster Control		48,585.00
51	230.0302.7403.611000.310 - Transfers Out Capital Improvement Fund		600,000.00
52	230.505500 - Transfer from Fund Balance		266,666.00
53	271.311100 - Real Property Tax	42,000.00	
54	271.7500.572700.020 - Other Agencies-Housing & Dev Macon BID	42,000.00	
55	275.314100.002 - Hotel / Motel Tax Bibb	1,930,502.00	
56	275.7500.572600.001 - Other Agencies-Culture & Rec Douglass Theatre	125,847.00	
57	275.7500.572600.002 - Other Agencies-Culture & Rec Museum of Arts & Science	72,412.00	
58	275.7500.572600.003 - Other Agencies-Culture & Rec Tubman African American Museum	72,382.00	
59	275.7500.572600.004 - Other Agencies-Culture & Rec Arts Alliance	14,091.00	
60	275.7500.572600.006 - Other Agencies-Culture & Rec Sports Hall of Fame	125,847.00	
61	275.7500.572600.008 - Other Agencies-Culture & Rec Cherry Blossom	119,671.00	
62	275.7500.572600.009 - Other Agencies-Culture & Rec Conv & Visitors Center	911,338.00	
63	275.7500.572600.010 - Other Agencies-Culture & Rec Fort Hawkins	4,054.00	
64	275.9000.611000.100 - Transfers Out General Fund	36,095.00	
65	275.9000.611000.555 - Transfers Out Coliseum&Auditorium Fund	226,795.00	
66	275.9000.611000.559 - Transfers Out Tobesofkee Area Fund	221,970.00	
67	290.391000.100 - Transfers In General Fund		48,585.00
68	290.5100.531100.011 - Operating Supplies Cleaning & Sanitation		48,585.00