



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

April 21, 2020

The Honorable Robert L. Pitts, Chairman  
Fulton County Board of Commissioners  
141 Pryor Street  
Atlanta, GA 30303

**In Re:** AP020-9041-32(121) Fulton  
PID – T006944  
Contract Amount - \$367,330.50

Dear Chairman Pitts:

Enclosed for execution by the Fulton County Board of Commissioners is an electronic contract for FY 2020 for airport master plan update; design airfield lighting rehabilitation at the Fulton County Airport – Brown Field in Atlanta, GA. This project contains \$351,171.00 of federal funds and \$16,159.50 of state funds with a local share of the cost being \$187,668.50.

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

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

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

Sincerely,

Carol L. Comer  
Carol L. Comer  
Division Director

A digital signature block for Carol L. Comer. It includes the text 'Digitally signed by Carol L. Comer', 'DN: C=US, E=ccomer@dot.ga.gov, O=Georgia Department of Transportation, OU=Division of Intermodal, CN=Carol L. Comer', and 'Date: 2020.04.22 09:17:03-04'00'.

CLC:jds

Enclosures

**AGREEMENT**  
**FOR**  
**AIRPORT ENGINEERING DESIGN and/or PLANNING ASSISTANCE**  
**BETWEEN**  
**GEORGIA DEPARTMENT OF TRANSPORTATION**

**One Georgia Center  
600 W. Peachtree St., NW  
Atlanta, Georgia**

**And**

**Fulton County**

**Project Number: AP020-9041-32(121) Fulton County  
PID – T006944**

This Agreement, entered into 5/21/2020, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and Fulton County, hereinafter called the “SPONSOR”.

WHEREAS, the SPONSOR desires to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for Fulton County; and

WHEREAS, this type of engineering design and/or planning has a profound impact upon the organized system of airports in the State of Georgia; and

WHEREAS, the Federal Aviation Administration (FAA) may desire to participate in such engineering design and/or planning through the DEPARTMENT; and

WHEREAS, the DEPARTMENT desires to assist airports within the State through its participation in such engineering design and/or planning; and

WHEREAS, under Section 32-2-3 of the Official Code of Georgia Annotated, it is the duty of the DEPARTMENT to develop long range transportation plans; and

WHEREAS, under Section 32-9-7 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking; and

WHEREAS, the SPONSOR has applied to the DEPARTMENT for financial assistance to accomplish the required engineering design and/or planning to meet the anticipated demand for aviation services for Fulton County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the SPONSOR that:

## **ARTICLE I**

### **SCOPE AND PROCEDURE**

The SPONSOR shall perform or cause to be performed the scope of work as shown in Exhibit A, hereinafter referred to as the "PROJECT", which is attached hereto and made a part hereof the same as if fully set out herein, and for such work the DEPARTMENT shall compensate the SPONSOR in the amount and fashion as required by the pertinent provisions set out below.

## **ARTICLE II**

### **AUTHORIZATION AND APPROVAL**

The SPONSOR shall perform the work as described in Article I Scope and Procedure, commencing upon SPONSOR receipt of notice to proceed from the DEPARTMENT. Therefore, the SPONSOR shall perform its responsibilities for the project until the maximum allowable cost to the DEPARTMENT is reached or until October 31, 2022, whichever comes first.

## **ARTICLE III**

### **COVENANT AGAINST CONTINGENT FEES**

The SPONSOR shall comply with all relevant federal, state, and local laws, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure that contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the DEPARTMENT shall have the right to rescind this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **ARTICLE IV**

### **SUBCONTRACT AND EMPLOYMENT RESTRICTIONS**

Before subcontracting for any of the work required to be performed by the SPONSOR under this Agreement, the SPONSOR shall obtain the DEPARTMENT's written approval of the proposed subcontract. The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required to be performed by the SPONSOR under this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

## **ARTICLE V**

### **REVIEW OF WORK**

The SPONSOR shall submit to the DEPARTMENT written monthly status reports which detail the work elements of the PROJECT, as set out in Exhibit A, performed during the reporting period. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR shall be made available to representatives of the DEPARTMENT for inspection and review at all reasonable times in the office of the SPONSOR. The SPONSOR shall furnish to the DEPARTMENT copies of all correspondence, publications, and reports relating to the PROJECT as they are produced during the course of the PROJECT. The SPONSOR shall notify the DEPARTMENT of all meetings and hearings involving the PROJECT and this notification shall be sufficiently in advance of said meetings and hearings that representatives of the DEPARTMENT may attend. The DEPARTMENT has the right to participate in all such meetings and hearings.

## **ARTICLE VI**

### **RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent allowed by law, the SPONSOR shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR.

To the extent allowed by law, the SPONSOR hereby indemnifies and hold harmless the DEPARTMENT, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the SPONSOR's negligent acts, errors or omissions in the

performance of its professional services under this Agreement and agrees any contract with subcontractor or consultant will include such indemnification language.

## **ARTICLE VII INSURANCE**

Prior to beginning the work, the SPONSOR and any subcontractor or consultant shall obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance or proof of acceptable self-insurance.

- 1) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- 2) Public Liability Insurance in an amount no less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- 3) Property Damage Insurance in an amount not less than fifty thousand dollars (\$50,000) on an account of any one occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- 4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of this Agreement.

## **ARTICLE VIII COMPENSATION**

The DEPARTMENT and the SPONSOR agree that the total allowable cost of the PROJECT, as defined in Exhibit B, shall not exceed FIVE HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE and 00/100 dollars (\$554,999.00).

The DEPARTMENT'S participation in the PROJECT shall be limited to THREE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED THIRTY and 50/100 dollars (\$367,330.50) which includes state funds in the amount of SIXTEEN THOUSAND ONE HUNDRED FIFTY-NINE and 50/100 dollars (\$16,159.50) and federal funds in the amount of THREE HUNDRED FIFTY-ONE THOUSAND ONE HUNDRED SEVENTY-ONE and 00/100 dollars (\$351,171.00) for the PROJECT as summarized in Exhibit B. However, if the sum total

of the actual cost of the PROJECT is less than the amounts indicated in Exhibit B, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR. It is further understood the sponsor's local share of the project is in the amount of ONE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED SIXTY-EIGHT and 50/100 Dollars (\$187,668.50).

## **ARTICLE IX MONTHLY PAYMENT**

Payments by the DEPARTMENT shall be made upon the submission of monthly itemized voucher showing to the satisfaction of the DEPARTMENT the PROJECT cost incurred for the work elements performed during the period covered by the accepted PROJECT. The payments by the DEPARTMENT for the work completed, as evidenced by the itemized voucher, 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.

## **ARTICLE X FINAL PAYMENT**

It is further agreed that after completion of the work, the SPONSOR shall submit to the DEPARTMENT a final invoice and a letter of acceptance by the SPONSOR specifying the PROJECT has been completed satisfactorily and in accordance with the work defined in Exhibit A. The DEPARTMENT, at its discretion, may conduct an audit of the PROJECT cost. Upon approval of the invoice, the DEPARTMENT will pay to the SPONSOR a sum equal to the amount of compensation as determined under Article VIII. Should the PROJECT be disapproved by the DEPARTMENT, the DEPARTMENT will not be obligated to make final payment to the SPONSOR. The DEPARTMENT's approval will be withheld only upon good and valid cause being shown.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, cost incurred, or otherwise arising out of this Agreement, and shall release the DEPARTMENT from any and all claims of whatever nature, whether known or unknown, for and on account of

said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

## **ARTICLE XI**

### **MAINTENANCE OF CONTRACT COST RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the project and shall make such material available at all reasonable times during this period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The SPONSOR agrees that the provisions of the Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

## **ARTICLE XII**

### **TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon 30 days 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.

## **ARTICLE XIII**

### **PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents of this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not

necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Aviation Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents. Should any such information be released by the SPONSOR other than as set out above and without prior approval from the DEPARTMENT, the release of the same may be grounds for termination of the Agreement without indemnity to the SPONSOR.

#### **ARTICLE XIV SUBSTANTIAL CHANGES**

If, prior to the satisfactory completion of the service under this contract, the DEPARTMENT materially changes the scope, character, complexity or duration of the services from those required under the basic contract, a supplemental agreement may be executed between the parties. Minor changes in the proposal which do not involve increased compensation, extension of time or changes in the goals and objectives of the parties may be made by written notification of such change by either party with written approval by the other party.

#### **ARTICLE XV CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

#### **ARTICLE XVI COMPLIANCE WITH APPLICABLE LAW**

A. The undersigned certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 through 45-10-28 relating to Conflict of Interest and State Employees and Official Trading with the State have been complied with in full.



- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for compliance with TITLE VI of the CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 200 as stated in Exhibit C of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full, as stated in Exhibit D of this Agreement.
- D. Pursuant to O.C.G.A. Sec. 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.
- E. IT IS FURTHER CERTIFIED that the provisions of Section 13-10-91 of the Official Code of Georgia Annotated, related to the “Georgia Security and Immigration Compliance Act” have been complied with in full, as stated in Exhibit I of this Agreement.
- F. IT IS FURTHER AGREED that SPONSOR shall comply with the “Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy,” as stated in Exhibit J of this Agreement.
- G. Exhibits A through J are attached hereto and incorporated herein by reference.
- H. IT IS FURTHER AGREED that if federal funds are included in the PROJECT, the SPONSOR shall comply and shall require its subcontractors to comply with the “**TERMS AND CONDITIONS OF ACCEPTING AIRPORT IMPROVEMENT PROGRAM GRANTS**”, dated April 3, 2014. A copy of the compliance document is available from the DEPARTMENT’S Aviation Programs office or the Atlanta Airports District Office of the Federal Aviation Administration.
- J. 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 covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**IN WITNESS THEREOF** said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION BY:

FULTON COUNTY:

DATE: 5/21/2020

DATE: 5/7/2020

DocuSigned by:  
*Russell R McMurry*  
76D6577D00644FA...  
COMMISSIONER

DocuSigned by:  
*Robert L. Pitts*  
FBFF488FD2A74ED...  
CHAIRMAN

ATTEST:   
B2ED3C3CC83240B...  
(SEAL)

Robert L Pitts  
PRINTED NAME

THIS CONTRACT APPROVED BY:

FULTON COUNTY

AT A MEETING HELD AT:

141 Pryor Street SW Atlanta, GA 30303

DATE: 5/7/2020

DocuSigned by:  
*George J. ...*  
3C8E070D3P41E...  
CLERK (SEAL)

58-6001729

FEDERAL ID/IRS#

STATE OF GEORGIA

FULTON COUNTY, GEORGIA

(Political Subdivision)

BE IT RESOLVED by the FULTON COUNTY BOARD OF COMMISSIONERS and it is hereby resolved, that an agreement, relative to airport engineering for Airport Master Plan Update Design Airfield Lighting Rehabilitation with the Department of Transportation, State of Georgia and that

the Honorable ROBERT L. PITTS, as CHAIRMAN OF FULTON COUNTY

is hereby authorized and directed to execute the same for and on behalf of the FULTON COUNTY BOARD OF COMMISSIONERS - FULTON COUNTY - GEORGIA

(Political Subdivision)

Passed and adopted, this 15th day of April, 2020 (Agenda # 20-0308)

ATTEST

DocuSigned by: [Signature] Clerk of (Political Subdivision)

DocuSigned by: Robert L. Pitts Contracting Official & Title

STATE OF GEORGIA

Fulton County Georgia

(Political Subdivision)

do hereby certify that I am custodian of the books and records of Fulton County Georgia BOC, and that the above and foregoing is a true and correct copy of the original resolution now on file in my office and same was passed and adopted by the Fulton County, GA Board of Commissioners on the date indicated above.

Witness by hand and official signature this 6th day of May, 2020.

DocuSigned by: [Signature] Clerk of (Political Subdivision)

**FULTON COUNTY AIRPORT – BROWN FIELD (FTY)  
ATLANTA, GEORGIA**

**EXHIBIT A  
SCOPE OF SERVICES**

**AIRPORT MASTER PLAN UPDATE**

**GDOT Project AP020-9041-32(121) Fulton County  
PID - T006944**

**GENERAL**

This project involves preparation of an Airport Master Plan Update for the Fulton County Airport (FTY) in accordance with the requirements of the Federal Aviation Administration (FAA), the Georgia Department of Transportation, and the needs of Fulton County (Sponsor). The update will follow guidelines contained in FAA Advisory Circulars (AC) 150/5070-6B, *Airport Master Plans*, and 150/5300-13A, *Airport Design*, and other associated FAA documents.

The general need of the study is to evaluate the many changes that have transpired within the aviation industry since the last master plan was completed for FTY in order to determine the infrastructure requirements necessary to modernize FTY facilities in accordance with the goals and objectives of the Sponsor.

Standard elements within the master plan include an assessment of existing conditions, analysis of facility requirements, identification and evaluation of development alternatives, and an update of the capital improvement plan. During completion of the master plan, a new ALP Drawing Set and Master Plan Technical Report will be prepared to depict planned improvements and to comply with FAA standards and guidelines.

The master plan will provide the Sponsor with a comprehensive overview of the Airport's needs over the planning period divided into three phases: near term (0-5 years), intermediate term (6-10 years), and long term (11-20 years). The approach to undertake this update is outlined in the following elements of this Scope of Services.

**ELEMENT 1 – PRE-PLANNING AND COORDINATION**

**Task 1.1 Pre-Planning**

**Task 1.1.1 – Conduct Scoping Meeting with GDOT and Sponsor**

The sponsor will organize and conduct a project scoping meeting with GDOT. The sponsor will prepare an agenda and outline key elements and known issues of the master plan. Following the meeting, the sponsor will prepare and submit scoping meeting minutes for review.

**Task 1.1.2 – Prepare Scope of Work**

A scope of work and man-hour estimate for the project will be developed. This scope will identify major tasks and sub-tasks, as well as delineate general elements of work to be conducted under each of the project activities. The man-hour estimate will define the estimated time and cost for each element and task in the scope and define the anticipated costs. The sponsor will submit scope of work to GDOT for comments and revisions.

## **Task 1.2 Project Management and Coordination**

### **Task 1.2.1 – Provide General Project Coordination**

Throughout the project schedule, a twenty-four month period, the sponsor will provide coordination to clarify technical requirements of the project, and, to ensure successful and timely completion. This coordination shall be continuous throughout the duration of the project. It is proposed that formal conference calls will be held at approximately bi-weekly increments to communicate the progress of the study amongst the project team members.

### **Task 1.2.2 – Prepare Monthly Status Reports**

The sponsor will also provide monthly status reports via email. Hours in this scope of work are based upon a 24-month project schedule which includes timely review periods by GDOT.

## **ELEMENT 2 – MEETINGS AND STAKEHOLDER INVOLVEMENT**

### **Task 2.1 Sponsor Meetings**

Periodically, during the project, the sponsor will meet to discuss issues, present analysis, and plan next steps. The location of these meetings will be at the airport or county offices.

The sponsor will prepare an agenda, project related handouts and meeting minutes for each meeting. A total of five (5) project team meetings are included in the scope and budget of this project.

#### **Task 2.1.1 – Prepare and Attend Meeting 1, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.1.2 – Prepare and Attend Meeting 2, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.1.3 – Prepare and Attend Meeting 3, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.1.4 – Prepare and Attend Meeting 4, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

### **Task 2.1.5 – Prepare and Attend Meeting 5, Prepare Post Meeting Minutes**

A meeting agenda will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

### **Task 2.2 Technical Advisory Committee (TAC) Meetings**

A Technical Advisory Committee (TAC) will be formed to review broad details of the master plan during major milestones of the project. This committee will include a diverse group of stakeholders that represent the airport and surround community. The sponsor will prepare an agenda, sign-in sheet and presentation materials for each meeting. Meeting minutes will be prepared by the sponsor following the completion of each meeting. Selection of invitees, notification and meeting place arrangements for each meeting will be handled by the Sponsor. A total of three (3) TAC meetings are included in this scope of services.

#### **Task 2.2.1 - Prepare and Attend Meeting 1, Post Meeting Minutes**

A meeting agenda, sign-in sheet and presentation will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.2.2 - Prepare and Attend Meeting 2, Post Meeting Minutes**

A meeting agenda, sign-in sheet and presentation will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

#### **Task 2.2.3 - Prepare and Attend Meeting 3, Post Meeting Minutes**

A meeting agenda, sign-in sheet and presentation will be prepared by the sponsor. Following the meeting, meeting minutes will be provided by the Sponsor.

### **Task 2.3 Board of Commissioners**

Near the end of the master plan project, the sponsor will prepare summary presentation of the master plan recommendations to be given to the Board of Commissioners during a work session. The sponsor will prepare concise a presentation and project handouts (as required).

#### **Task 2.3.1 – Prepare and Attend Board of Commissioners Meeting**

A meeting presentation will be prepared by the sponsor. A copy will be provided to GDOT.

## **ELEMENT 3 – EXISTING CONDITIONS**

### **Task 3.1 Collect, Review and Evaluate Existing Documents**

Existing documents including previous planning studies, design drawings, inspection

reports, airfield pavement data, airfield pavement evaluation reports, lease reports and leases, obstruction charts, approach plates and as-built drawings of structures on the airport will be obtained and analyzed for their content relating to the master plan. Documents to be obtained and reviewed include, but may not be limited to:

- Prior airport master plan updates,
- Airport layout plan drawings,
- Current airport Capital Improvement Program,
- Georgia Aviation System Plan,
- Fulton County Comprehensive Plan,
- Fulton Boulevard Community Improvement District (CID) planning documents,
- Regional economic impact studies,
- Airport activity records,
- Airport Property Plan/existing Exhibit A and surveys/plot plans of recent land acquisitions or airport land sales, preferably in electronic format,
- Socioeconomic data,
- Economic/industrial development plans impacting or associated with on-airport revenue producing activities,
- Existing plot/building plans and as-built drawings, and
- FAA Air Traffic Activity Reports.

The Sponsor will assist in the collection of existing documents.

### **Task 3.2 Aeronautical Surveys**

For purposes of preparing master plan analysis, graphics and ALP documents, an aeronautical survey will be prepared.

### **Task 3.3 Airport Boundary Survey and Title Research**

A boundary survey plat and title research will not be prepared as part of this scope of work. The data from the previous Exhibit A will be utilized.

### **Task 3.4 Airport Background**

A brief overview of the airport will be provided. This overview will include a timeline of federal grants, significant construction projects and major airport milestones. In addition, the airports aeronautical role within the national and state airport system and the role of the airport within the community, including details of economic benefits, will be detailed.

### **Task 3.5 Inventory of Existing Airport Facilities and Conditions**

A physical facilities inventory will be conducted during an on-site inspection of airfield and landside facilities. The inventory will evaluate the size, condition, use, configuration, and adequacy of these facilities under current operating conditions. This information will be used to evaluate the effectiveness of the individual facility, integration with other developed uses on the airfield, and how each facility may be affected by changes designed to improve airport operations and/or capacity. Additionally, the evaluation of existing facilities will serve as the basis for identifying any facilities that are in need of immediate repair or

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## EXHIBIT A

reconstruction. Included in this inventory will be the identification of property owned by the airport and its existing use. The following key elements will be addressed:

- Airfield Facilities,
- General Aviation Facilities,
- Support Facilities,
- Access, Circulation and Parking,
- Utilities,
- Non-Aeronautical Land Uses,
- Regional Setting and Land Use.

As part of the existing facilities inventory task, the sponsor will schedule interviews with airport tenants during a two-day inventory site visit to assess existing conditions and determine operational and functional requirements. The Sponsor will provide a list of airport tenants and inform tenants as appropriate.

### **Task 3.6 Airspace/Air Traffic Control/Obstructions**

Air traffic control facilities involved in and/or responsible for handling traffic at and in the vicinity of the airport will be identified and applicable procedures will be reviewed. An inventory of the area airspace will be documented, with emphasis on the identification of airways, restricted areas, intersections, and obstructions in the airport vicinity. This task will identify operational limitations due to traffic interactions with other airports; reserved airspace; missed approach courses; noise abatement procedures; airfield facilities design; existing and programmed NAVAIDs; and topography and obstructions at, or in the vicinity of, the airport.

### **Task 3.7 Vicinity Land Use/Land Use Controls**

A review of existing land use mapping, current aerial photography, comprehensive plans, zoning controls and other documentation of current and future land use in the vicinity of the airport will be conducted. A windshield survey, particularly in the vicinity of the approaches to the airport, will be conducted to verify this information and to provide additional knowledge of the airport environs. Existing zoning districts code will be reviewed to determine locations where potential non-compatible land uses could develop. The conditions that could affect the future development of the airport or adjacent parcels of land will be documented.

### **Task 3.8 Environmental Inventory**

An environmental inventory will not be prepared as part of this scope of work. Environmental conditions are documented in existing reports.

## **ELEMENT 4 – AVIATION FORECASTS**

Forecasts of future levels of aviation activity are the basis for effective decisions in airport planning. The projections are used to determine the need for new or expanded facilities.

### **Task 4.1 Forecast Data Gathering**



Data required to prepare the aviation activity forecast will be collected and compiled by the sponsor. In addition to the specific elements to be forecast, data relating to and influencing such activity measures will be collected. The sponsor will identify the data required for the forecasts, identify data sources and collect historical and forecast aviation data including the following:

- Operations by equipment type,
- Based aircraft by equipment type, and
- Peak hour activity.
- Socioeconomic data such as population, income, employment, per capita income.
- Aviation related factors such as general aviation trends, market service issues at the airport, aircraft type evolution
- Other external factors such as regulatory issues, geopolitical influences, and information from sources that might influence local aviation activity.
- Collect letters from airport users of potential unmet needs related to the existing and proposed facilities.

#### **Task 4.2 Prepare Aviation Activity Forecast**

The sponsor will prepare aviation activity forecasts for activity levels assigned to opening day, short term, intermediate term, and long term (0, +5, +10, and +20-year) time periods. These elements are critical in determining existing and future airport requirements, analyzing alternative development plans, and assessing the environmental effects of the preferred alternative. The forecast will be developed using standard practices including review of previous forecasts, review of historical activity and evaluation of appropriate methodologies such as regression analysis, trend analysis/extrapolation, market share analysis or ratio analysis and smoothing. The following aviation variables will be forecast:

**Based Aircraft by Type** - The number of aircraft stored at the airport on an annual basis will be forecast by the following types of aircraft:

- Single-Engine,
- Multi-Engine,
- Turboprop,
- Turbojet, and
- Rotor.

**Aircraft Operations** - Landings and takeoffs performed by aircraft will be forecast. Splits between local versus itinerant traffic will be identified.

**Aircraft Mix** – The percentage of airport operations by aircraft type (single-engine, turboprop, etc.) will be forecast.

**Instrument Operations** – The forecast will estimate number of annual Instrument Flight Rules (IFR) operations.

**Critical Aircraft** – The most demanding aircraft in terms of weight and airport design group expected to perform at least 500 itinerant takeoffs and landings at the airport will be forecast.

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#### EXHIBIT A

### **Task 4.3 Fleet Analysis and Critical Aircraft Projections**

The existing general aviation activity at FTY will be analyzed to determine the existing fleet mix and the most demanding, or critical aircraft in terms of weight and airport design group expected to perform at least 500 itinerant takeoffs and landings at the airport. In some cases, more than one critical aircraft may be selected for different components of airfield design. Future fleet analysis and critical aircraft will be determined from airport tenant interviews and existing industry projections.

### **Task 4.4 Peaking Analysis**

Peaking analysis will not be prepared as part of this scope of services.

### **Task 4.5 Prepare Aviation Forecast and Critical Aircraft Submittal**

At the conclusion of the aviation forecast element, an Aviation Forecast and Critical Aircraft Submittal will be prepared and submitted to GDOT in electronic form (.pdf) for review. The sponsor will include a cover letter requesting GDOT formally approve the aviation forecasts and critical aircraft for use in the master plan.

### **Task 4.6 Prepare Working Paper #1 Report**

Upon approval of the aeronautical forecast, the master plan will have completed several key tasks that will serve as a foundation of subsequent tasks. The master plan will have conducted stakeholder involvement, evaluated existing conditions and prepared an outlook on future aeronautical demand. Using the data and input collected, Working Paper #1 will be created and distributed to airport stakeholders. The report will include the following topics:

- Master Plan Process – a summary of the master plan process and schedule.
- Goals and Objectives – the master plan goals and objectives.
- Airport History – a review of the development history of FTY.
- Airport Facilities – a summary of existing facilities and business activities,
- Airport Role – how FTY serves the aeronautical infrastructure of Fulton County and the nation.
- Aeronautical Forecasts – the report will summarize the aeronautical forecasts and critical aircraft.

This task includes the following subtasks:

Task 4.6.1 – Prepare Working Paper #1

Task 4.6.2 – Submit Working Paper #1 to GDOT

Task 4.6.3 – Submit Final Draft Working Paper #1

Task 4.6.4 – Submit Final Working Paper #1

## **ELEMENT 5 – FACILITY REQUIREMENTS**

Following GDOT approval of the aviation forecasts and critical aircrafts prepared in Element 3, existing airport facilities will be compared to projected level of demand for the facility. The identification of any enhancements needed for the airport to meet the forecast level of activity will be documented. To the maximum extent feasible, the timing of the construction will be based on levels of activity to be accommodated or demand related triggers. Further facility requirements analysis may identify deficiencies that already existing and should be addressed. The following tasks will address the key facilities at FTY, and provide the foundation for the development of airport related development alternatives.

### **Task 5.1 Airfield Requirements**

A preliminary listing of airfield facility requirements necessary to meet projected levels of demand through-out the twenty-year planning period will be determined. These facility requirements will be based upon FAA accepted airport planning criteria and forecasts of aviation activity computed in Element 4, as well as the knowledge of the Sponsor. Airfield facility needs to be assessed include:

Airfield facility needs will be identified in terms of linear and square feet, strength, etc. and will be compared to existing facilities to identify excess or deficient facility capacity or capability. The aviation forecasts will be accounted for in the analysis of airfield facility needs, particularly as it relates to runway length and dimensional layout requirements, taxiway development needs and overall airfield lighting needs. Where appropriate, the airfield facilities will be linked to activity demand triggers as a means of determining the point at which demand is sufficient to warrant the improvement.

The task includes the following subtasks:

- Task 5.1.1 – Critical Aircraft Assessment
- Task 5.1.2 – Runway Reference Code and Approach Reference Code
- Task 5.1.3 – FAA Design Standards Determination
- Task 5.1.4 – Airfield Capacity Analysis
- Task 5.1.5 – Runway Length Analysis
- Task 5.1.6 – Wind Coverage Analysis
- Task 5.1.7 – Airfield Marking and Lighting
- Task 5.1.8 – Runway Protection Standards
- Task 5.1.9 – Taxiways
- Task 5.1.10 – NAVAIDS
- Task 5.1.12 – Pavement Strength
- Task 5.1.13 – Airfield Fencing

### **Task 5.2 General Aviation Facilities**

Using the results of previous tasks and FAA planning criteria, the master plan will prepare a preliminary listing of general aviation facility requirements necessary to meet both current and projected levels of demand for the planning period.

Facility requirements will be expressed in terms of gross area, linear feet or other basic units, and will be compared to existing facilities to identify excess or deficient capacity. This assessment will quantify future development items needed to maintain an adequate

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## EXHIBIT A

level of service, function, and operational efficiency at the airport, and will utilize activity or demand level triggers as a means of identifying when improvements are necessary.

This task includes the following subtasks:

- Task 5.2.1 – Hangar Storage Requirements
- Task 5.2.2 – Tie-Down and Apron Requirements
- Task 5.2.3 – Auto Parking Requirements
- Task 5.2.4 – Fuel Storage

### **Task 5.3 Airport Support Facilities**

Requirements addressing the facilities necessary to support the airfield, terminal area, general aviation areas, and related activities will be developed.

This task includes the following subtasks:

- Task 5.3.1 – Maintenance Requirements
- Task 5.3.2 – Airport Rescue and Fire Fighting Requirements
- Task 5.3.3 – General Aviation Fencing
- Task 5.3.5 – Automobile Parking
- Task 5.3.6 – Misc Facilities
- Task 5.3.7 – Surface Access

### **Task 5.4 Prepare Working Paper #2**

At the conclusion of the Facility Requirements element, *Working Paper #2* will be prepared that summarizes the facility requirements analysis. The working paper will be submitted to GDOT for review.

This task includes the following subtasks:

- Task 5.4.1 – Prepare Working Paper #2
- Task 5.4.2 – Submit Working Paper #2 to GDOT
- Task 5.4.3 – Submit Final Draft Working Paper #2
- Task 5.4.4 – Submit Final Working Paper

## **ELEMENT 6- AIRPORT ALTERNATIVES**

Alternative concepts of proposed facility requirements will be evaluated in this element. The conceptual development process is an iterative process that includes analysis of various development scenarios to determine the best improvement program for the airport.

The program will evaluate how best to expand and improve the existing facilities at the airport in terms of overall efficiency. Its goal is to optimize on-airport land use, maximize the capacity and economical viability of the existing facilities, and identify the facilities and practical stages of future development.

The alternatives to be studied include both airside and landside development options as described below.

## **Task 6.1 Airfield Development Options**

Two (2) preliminary airfield development alternatives per runway will be formulated based on the airport facility requirements established in preceding elements. Instrument procedures and minimums at the airport, and the requirements that would need to be met associated with these improvements, will be based on schemes for development within existing airport boundaries, or within expanded airport boundaries, and will show necessary major runway, taxiway development during the planning period as well as required changes to infrastructure to accommodate each airfield option evaluated. This task will be conducted simultaneously with following tasks and will result in a series of overall development options for the current airport site and adjacent properties. Airfield alternatives will be analyzed based on their ability to satisfy the identified facility requirements, environmental considerations, engineering factors, cost, phasing, political viability, and ease of implementation.

This task includes the following subtasks:

### **Task 6.1.1 – Runway 8-26 Improvements**

The focus of the Runway 8-26 alternatives analysis improvements will be evaluation of improvements to meet required design standards, including the Runway Safety Area (RSA) and evaluation of the justified runway length.

Specifically, this analysis will include the following potential options:

- Improve existing RSA's to meet standards through the use of declared distances,
- Construct RSA's to meet standards (bridges) for both deficient RSAs,
- Shift the Runway to maintain justified length and meet RSA standards,
- Rotate the Runway to maintain justified length and meet RSA standards,
- Install EMAS (each end on existing airfield within FIB & MLK), and
- A combination of the items above.

FAA Order 5200.9  
[https://www.faa.gov/documentLibrary/media/Order/Construction\\_5200\\_9.pdf](https://www.faa.gov/documentLibrary/media/Order/Construction_5200_9.pdf) is the guidelines for the evaluation process and includes the decision table.

### **Task 6.1.2 – Runway 14-32 Improvements**

Runway 14-32 alternatives will primarily focus on any immediate improvements necessary to maintain airfield safety requirements and the potential closure of this runway over the long term.

## **Task 6.2 General Aviation Development Options**

Based on the facility requirements determined under a previous element, a maximum of two (2) preliminary general aviation development options per quadrant will be developed. These alternatives will show general size and placement of aircraft storage, apron, public

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## EXHIBIT A

parking and general terminal facilities required to accommodate deficiencies and demand expected over the planning period. Interior terminal facilities improvements are not included in this scope of services. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall development options. General aviation alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, ease of implementation, costs, phasing, airside and landside accessibility, and environmental considerations leading to the selection of the options best satisfying the identified need.

This task includes the following subtasks:

- Task 6.2.1 – North Terminal Area Improvements
- Task 6.2.2 – Central Terminal Area Improvements
- Task 6.2.3 – South Terminal Area Improvements

### **Task 6.3 Airport Support Facilities Options**

Based on the facility requirements determined under a previous element, a maximum of two (2) preliminary airport support facility options will be developed. These alternatives will show the general size and placement of ARFF, airport maintenance, fuel storage and aircraft maintenance facilities required to accommodate deficiencies and demand expected over the planning period. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall development options. Airport support facilities alternatives will be evaluated on the basis of their efficiency in meeting identified facility requirements, engineering factors, ease of implementation, costs, phasing, airside and landside accessibility, and environmental considerations leading to the selection of the options best satisfying the identified need.

### **Task 6.4 Refinement and Selection of Preferred Alternative**

Upon completion of the alternatives, the aspects of each will be presented to the Sponsor and the TAC during a working meeting. The presentation will include an evaluation of various elements including constructability, environmental factors, phasing considerations, and expansion opportunities. Following input from the meeting attendees, the sponsor will prepare a preferred alternative for each category: airfield, general aviation and support facilities. The preferred alternative will be provided for final approval. Time is included in this task for preparation of the preferred alternative, discussion and final modifications. The result of this task will be a unified development option that will be incorporated into the airport layout plan.

This task includes the following subtasks:

#### **Task 6.4.1 – Environmental Impacts Matrix**

An environmental impacts matrix will not be prepared in this scope of services.

- Task 6.4.2 – Preliminary Costs of Alternatives
- Task 6.4.3 – Evaluation and Selection of a Preferred Alternative
- Task 6.4.4 – Revision to the Preferred Alternative Based Upon Input

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## EXHIBIT A

## **Task 6.5 Prepare Alternatives Working Paper #3**

At the conclusion of the Alternatives element, *Working Paper #3* will be prepared that summarizes the results of the analysis. The working paper will be submitted in electronic format for review.

This task includes the following subtasks:

Task 6.5.1 – Prepare Working Paper #3

Task 6.5.2 – Submit Working Paper #3 to GDOT

Task 6.5.3 – Submit Final Draft Working Paper #3

Task 6.5.4 – Submit Final Working Paper

## **ELEMENT 7 – AIRPORT LAYOUT PLANS**

Using the results of the alternative analysis developed as part of this study and FAA AC 150/5300-13A, the current Airport Layout Plan (ALP) Drawing Set for FTY will be updated to reflect the recommended preferred development alternatives. Development of ultimate airfield facilities will be based on short, intermediate, and long-range requirements which incorporate both airside and landside requirements. To provide an accurate base for the development of the ALP set, a rectified aerial photograph, and the associated base map will provide runway elevations and elevation information for existing buildings and structures on the airfield. This base map will be of a scale, accuracy, and clarity to provide an accurate digital base for developing subsequent ALP set drawings. The ALP Drawing Set will be produced in accordance with the checklist found in FAA SOP ARP 2.00, Appendix A. The ALP set will include and is limited to the following sheets:

- Cover Sheet,
- Airport Layout Plan,
- Terminal Area Plan,
- Inner Portion of the Approach Surface Drawings (4 Drawings),
- Airport Airspace Drawing,
- Runway Departure Surface Drawings (2 Drawings),
- Off-Airport Land Use Drawing, and
- Airport Property Map.

### **Task 7.1 Title Sheet**

A title sheet will be updated, and information concerning the airport including AIP Project Number, client name and location maps will be included on this sheet.

### **Task 7.2 Airport Data Sheet**

The Airport Data Sheet provides a summary of the existing and future design standards at the airport. This includes the airport data table, runway data table, modifications of standards, and declared distances. Also provided are the airport wind roses.

### **Task 7.3 - Airport Layout Plan**

The Airport Layout Drawing will be updated to reflect the recommended development to meet future airport needs as identified in this study. Information on this portion of the ALP set will include, but not be limited to, the physical layout of the airport, and of the physical facilities developed thereon. Also, to be incorporated on the ALP sheet will be the building and facilities data, runway protection zones, taxiway systems, NAVAID critical areas, building elevations, topography, roads and parking areas, wind rose/wind coverage, and the airport boundary. All existing and proposed modifications to FAA standards will be identified and delineated in a table, along with either the waiver allowing the modification, or the proposed method of addressing the modification. A table listing modifications to standard (existing and proposed) along with their proposed disposition will be incorporated onto the ALP, and in the Airport Layout Plan chapter text. Additionally, justification for requested modifications to standard will be provided in the narrative report, which will be prepared in conjunction with the ALP set.

### **Task 7.43 Terminal Area Plans**

A terminal area plan for FTY will be updated to reflect existing and recommended development of the existing terminal area. The plan will include recommendations for airfield access, ramp layout, and the necessary security elements such as fencing. The Terminal Area Plan will depict future staged development, and will graphically present the recommendations relating to the redevelopment of the local airport terminal structure, and its associated ramp and support facilities.

This task includes the following subtasks:

Task 7.4.1 – Central Basing Area

Task 7.4.2 – South Quadrant

Task 7.4.3 – North Terminal Area (NTA)

### **Task 7.5 Airport Airspace Drawing**

The Airport Airspace Drawing will depict all 14 CFR Part 77 surfaces associated with the ultimate airport configuration, and approaches will be generated and superimposed on USGS quadrangle maps or orthophotographic mapping. Fifty (50) foot contour intervals will be shown for all FAR Part 77 sloping imaginary surfaces. This sheet will depict objects that violate the FAR Part 77 surfaces that have not been identified on the ALP or approach sheets. Obstructions will be identified using new aeronautical surveys collected in Task 3.2. The top elevation of each obstruction will be identified on the sheet as will the disposition of the obstruction. The dimensions of the approach surfaces and transitional surfaces will be charted. The Airspace Plan (FAR Part 77 Surfaces) drawings will depict, in plan and profile view, the full length of all approach surfaces without the use of match lines or truncated depictions.

### **Task 7.6 Inner Portion of the Approach Surface Drawings**

The Inner Portion of the Approach Surface Drawing will be prepared for each runway end depicting the area out to the point where the Part 77 approach surface reaches a 150-foot

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## EXHIBIT A



height above the runway end. The drawing will depict the airport property, location of roadways, structures, natural ground elevations and other man-made or natural features within the limits of inner portion of the approach surface. The drawing will also detail objects that penetrate approach surfaces, Threshold Siting Criteria or violate Object Free Area criteria. Obstructions will be listed numerically in an obstruction table for each approach with data describing the obstruction type, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Additionally, the drawings will depict the configuration of required safety areas off each runway end. Plan views will be superimposed on aerial photos or a detailed line drawing.

This task includes the following subtasks:

Task 7.6.1- Runway 8

Task 7.6.2 – Runway 26

Task 7.6.3 – Runway 14

Task 7.6.4 – Runway 32

### **Task 7.7 Runway Departure Surface Drawings**

These drawings will depict the applicable departure surfaces as defined in Paragraph 303 of FAA AC 150/5300-13A for Runway 8-26 and Runway 14-32 at FTY. The drawing will include an aerial photo base map, boundaries of the surfaces in plan and profile view, traverse elevations of significant objects, ground contours (within topographic mapping limits), ground profile and obstruction data tables.

This task includes the following subtasks:

Task 7.7.1- Runway 8-26

Task 7.7.2 – Runway 14-32

### **Task 7.8 Land Use Drawing**

A land use plan for the area within the boundaries of the airport will be updated based on the identified overall development concepts. Included in the drawing will be aeronautical uses, agricultural uses, and industrial/commercial development area. A depiction of current land uses in the airport environs will also be developed. Standard classifications of land use (i.e., residential, commercial, industrial) in addition to the identification of any major noise sensitive institutional land uses will be undertaken. The land use information will be depicted graphically over a street layout of the airport environs showing the airport, major geographical features such as rivers, lakes, and rail lines. Based on information gathered from the most recent comprehensive plans, a depiction of the future land use pattern in the airport environs will be generated. This data will be presented on the same base map series used for the current land use and will use the same classifications of land use as in the existing land use map.

**Airport Noise Contours** – noise contours will not be prepared as part of this scope of work.

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## EXHIBIT A

## **Task 7.9 Airport Property Map**

An airport property map will be updated to reflect parcels acquired either through fee simple purchase, or easements purchased by the airport with both federal funds, as well as, with local sources of funding. In addition, the property map will also identify additional property required to meet the demands identified in this Airport Master Plan Update. The Airport Property Map will comply with FAA ARP SOP no. 3.00 checklist. A physical ground survey and deed/title research provided by a local surveyor is included in this scope of services. Data related to land transactions will be provided by the local surveyor and the airport sponsor. The FAA will provide grant numbers of any parcel acquired under federal grant.

## **Task 7.10 ALP Approval Process**

**Preliminary ALP Submittal** - The draft ALP Drawing Set will be submitted for review and comment to ensure the graphic depictions correctly present the goals and key issues. Following the review period, comments received will be addressed and incorporated into the drawing set, as appropriate.

**Draft ALP Submittal** – One copy of the draft ALP Drawing Set will be submitted to GDOT for review. A transmittal letter highlighting any significant changes to current ALP, proposed ALP modifications to standards and rationale for same, and design group for each runway. The transmittal will include the FAA ARP SOP checklist completed by the sponsor.

**Draft ALP Airspace Submittal** - A total of five (5) final inter-agency coordination sets will be provided to FAA (via GDOT) for interagency review.

Following a review period, comments received from reviewing agencies will be addressed and incorporated into the ALP drawing set.

**Final ALP Submittal** - Following final coordination, a total of five (5) Final Airport Layout Drawing Sets will prepared and submitted to GDOT for final approval. GDOT will distribute stamped ALP drawing sets to the sponsor.

**The following Elements are not included in the GDOT contract and will be performed by the sponsor at their cost. However, the Elements are included here as reference for a complete scope of work.**

## **ELEMENT 8 – CAPITAL IMPROVEMENT PLAN**

### **Task 8.1 Identify Project Sequencing**

A development schedule for the preferred alternatives will be prepared according to a priority system adopted for use in this study considering the urgency of need, ease of implementation, logic of sequence, and economic feasibility. The objective is to establish an efficient order for project development and implementation. Recommended airport development over the planning period will be classified near and intermediate term development phases.

Particular focus will be given to detailing estimated costs for near-term development projects. In the first five years, development costs will be shown on a year-to-year basis and prepared at a level of detail consistent with master planning. Projects relating to capacity enhancement will be highlighted in the phased development plan. Development phasing will provide a general understanding of the financial requirements by phase over the 20-year planning period. However, by linking development projects to future demand levels, an added degree of implementation flexibility will be achieved.

### **Task 8.2 Prepare Cost Estimates**

Based upon the preferred alternatives, cost estimates will be created for each of the airport development projects. Cost estimates will be based on a variety of sources, including actual project estimates, published engineering indices, government agencies, and similar airport construction projects in the area. In addition to the actual construction costs, financial consideration must be given to the engineering and design work, as well as construction items and contingencies, which have not been specifically enumerated. For planning purposes, the base construction cost will include an additive fee to reflect the anticipated engineering, testing, survey, and inspection costs, as well as for unknown contingencies.

### **Task 8.3 Update Capital Improvement Plan**

Upon completion of project phasing and cost estimating task, the existing Capital Improvement Plan (CIP) will be reviewed and updated. The CIP will include detailed project descriptions suitable for inclusion in future grant preapplications.

## **ELEMENT 9 – FINAL TECHNICAL REPORT**

### **Task 9.1 Prepare Technical Report**

In compliance with the guidelines found in AC 150/5070-6B, the sponsor will compile previous working papers into a consolidated narrative report, titled *Final Technical Report*, to describe the master plan.

The *Final Technical Report* will include the following information:

- Table of Contents,
- Existing Conditions Inventory and Data Collection,
- Aviation Activity Forecasts,
- Facility Requirements,
- Concept Development,
- Airport Layout Plan,
- Capital Improvement Plan, and
- Appendices (as necessary).

A budget is included in this task to thoroughly review the overall report for consistency, editorial changes, and document style. A full color report cover, and professional headers and footers will also be created.

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## **EXHIBIT A**

The sponsor will perform an internal QAQC review of project deliverables. Quality control responsibilities will include detailed checking of calculations, drawings and narratives.

**Task 9.2 Submit and Revise Draft Technical Report – GDOT Review**

The sponsor will prepare and submit electronic copies of the Draft Technical Report to GDOT for review. The review period is assumed to be no more than 30 days. Upon receipt of comment, the sponsor will address all scope related comments and prepare a revised Draft Technical Report. Upon receipt of final comments, the sponsor will respond to all scope related comments from and prepare a *Final Technical Report*.

**Task 9.3 Submit Final Technical Report**

The sponsor will prepare and submit one (1) copy to GDOT. Each copy will contain one half-size version ALP Drawing Set.

**Task 9.4 Submit Electronic Deliverables**

The sponsor will distribute copies to GDOT of the Technical Report and ALP Drawing Set in electronic PDF format.

AIRPORT MASTER PLAN UPDATE  
Fulton County Airport

**PROJECT SCHEDULE**

March 2020

MASTER PLAN TASKS	MONTHS FROM NTP																							
	April-20	May-20	June-20	July-20	August-20	September-20	October-20	November-20	December-20	January-21	February-21	March-21	April-21	May-21	June-21	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22
EXISTING CONDITIONS	█	█	█																					
AVIATION FORECASTS	█	█	█	█	█																			
FACILITY REQUIREMENTS						█	█	█																
DEVELOPMENT CONCEPTS						RSA	RSA		█	█	█	█	█											
AIRPORT LAYOUT PLANS														█	█	█	█							
CIP																	█	█	█					
PROJECT DELIVERABLES				1				2					3							4				5
GDOT REVIEWS																				FAA	FAA	FAA		

Due to the nature of a master plan study, exact timeframes for completion of project elements will vary from the proposed project schedule. The project schedule will be updated throughout the project timeframe. Services required beyond the above estimated timeframes due to delays in obtaining agency approvals or to other causes beyond the CONSULTANT's control may require additional compensation with an amendment to this WORK AUTHORIZATION.

**EXHIBIT A**

**FULTON COUNTY AIRPORT - BROWN FIELD  
ATLANTA, GA**

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

GDOT Project Number: AP020-9041-32(121) Fulton  
PID-T006944

**AIRPORT MASTER PLAN UPDATE; DESIGN AIRFIELD LIGHTING REHABILITATION**

ITEM	DESCRIPTION	TOTAL COST	FEDERAL FUNDS	%	STATE FUNDS	%
<b>Part I Federal Funds FY17D - SBGP-021-2017</b>						
1	Runway Safety Area Analysis	\$100,000.00	\$90,000.00	90%	\$5,000.00	5%
	<b>Total Part I Federal Funds FY17D</b>	<b>\$100,000.00</b>	<b>\$90,000.00</b>		<b>\$5,000.00</b>	
<b>Part II Federal Funds FY18A - SBGP-022-2018</b>						
2	Airfield Lighting Rehabilitation Design	\$67,000.00	\$60,300.00	90%	\$0.00	0%
<b>Airport Master Plan Update</b>						
3	Preplanning and Coordination-Element 1	\$28,650.00	\$25,785.00	90%	\$1,432.50	5%
4	Public Involvement Program-Element 2	\$24,989.00	\$22,490.10	90%	\$1,249.45	5%
5A	Existing Conditions-Element 3	\$46,027.67	\$41,424.90	90%	\$2,301.38	5%
	<b>Total Part II Federal Funds FY18A</b>	<b>\$166,666.67</b>	<b>\$150,000.00</b>		<b>\$4,983.33</b>	
<b>Part III Federal Funds FY19A - SBGP-025-2019</b>						
5B	Existing Conditions-Element 3	\$62,847.33	\$56,562.60	90%	\$3,142.37	5%
6	Aviation Forecasts-Element 4	\$25,648.00	\$23,083.20	90%	\$1,282.40	5%
7	Facility Requirements-Element 5	\$35,028.00	\$31,525.20	90%	\$1,751.40	5%
8	Airport Alternatives-Element 6	\$75,675.00	\$0.00	0%	\$0.00	0%
9	Airport Layout Plans-Element 7	\$89,134.00	\$0.00	0%	\$0.00	0%
	<b>Total Part III Federal Funds FY19A</b>	<b>\$288,332.33</b>	<b>\$111,171.00</b>		<b>\$6,176.17</b>	
	<b>Total Project Cost</b>	<b>\$554,999.00</b>	<b>\$351,171.00</b>		<b>\$16,159.50</b>	

<u>FAA Federal Grant # and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
3-13-SBGP-021-2017	9/21/2017	\$90,000.00	22140
3-13-SBGP-022-2018	6/13/2018	\$150,000.00	22142
3-13-SBGP-025-2019	7/22/2019	\$111,171.00	22147
FY20 State	N/A	<u>\$16,159.50</u>	01201
<b>Total Maximum Obligation of Federal and State Funds this Contract:</b>		<b>\$367,330.50</b>	

## EXHIBIT C

### NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, 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 will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), 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 after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions 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 State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify in writing to the State Department of Transportation, or the Federal Highway Administration a appropriate, and shall set forth in detail what efforts it has made to obtain this information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of this contract, in whole or in part.

(6) **Incorporation of Provisions**: The Contractor will include the provisions of paragraphs (1) through (6) in this Exhibit C in every subcontract entered, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT D**

**CERTIFICATION OF SPONSOR**

**DRUG-FREE WORKPLACE**

I hereby certify that I am the duly authorized representative of  
FULTON COUNTY, GEORGIA whose address is  
141 Pryor Street, S.W, Atlanta, GA 30303, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

5/7/2020

Date

DocuSigned by:

*Robert L. Pitts*

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Signature



## EXHIBIT E

### CERTIFICATION OF SPONSOR

I hereby certify that I am the Chairman and duly authorized representative of the firm of Fulton County, Georgia whose address is 141 Pryor Street, SW, Atlanta GA 30303. I hereby certify to the best of my 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or any 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 Federal 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 Form to Report Lobbying', in accordance with its instructions.

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 \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the it shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/7/2020

\_\_\_\_\_  
Date

DocuSigned by:  
*Robert L. Pitts*  
\_\_\_\_\_  
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Signature

**EXHIBIT F**

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above airport sponsor, consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Aviation Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

5/21/2020

Date

DocuSigned by:

*Russell R McMurry*

76D6577D00644FA...

Commissioner, Georgia Department of Transportation

**EXHIBIT G**

**PRIMARY CONTRACTOR  
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the Chairman of Fulton County, GA and duly authorized representative of FULTON COUNTY, GEORGIA, whose address is 141 Pryor Street SW, Atlanta GA 30303, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Aviation Funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/7/2020  
Date

DocuSigned by:  
Robert L. Pitts  
FBFF488FD2A74ED...  
Signature

DocuSigned by:  
[Signature]  
5CBED104D3F441E...  
Clerk (SEAL)

Instructions for Appendix G Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Consultants)

1. By signing and submitting this contract the Consultant is providing the certification set out in Appendix C.
2. The inability of the Consultant to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Consultant shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Consultant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Consultant shall provide immediate written notice to the Department if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Consultant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Consultant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Consultant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. The Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. 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 these instructions. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

# EXHIBIT H

## CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of FULTON COUNTY, GEORGIA whose address is 141 Pryor Street, SW Atlanta, GA 30303, and it is also certified that:

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

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

5/7/2020

Date

DocuSigned by:  
Robert L. Pitts  
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Signature



## EXHIBIT I

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	Fulton County
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	T006944/AP020-9041-32(121) Fulton Airport Master Plan Update; Design Airfield Lighting Rehabilitation at the Fulton County Airport – Brown Field in Atlanta, 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:

51421

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

7/1/2007

Date of Authorization

Fulton County

Name of Contractor

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

Robert L Pitts

Printed Name (of Authorized Officer or Agent of Contractor)

Chairman

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:  
Robert L. Pitts  
FBFF488FD2A74ED

Signature (of Authorized Officer or Agent)

5/7/2020

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 5/7/2020

DocuSigned by:  
Dawn Peterson  
8D285A048C5A467

Notary Public

[NOTARY SEAL]

My Commission Expires: July 18, 2022

**EXHIBIT J****CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S  
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.



- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
  - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: DocuSigned by: Robert L. Pitts  
PBFF488FDZAT74ED...

Name: Robert L Pitts

Position: Chairman

Company: Fulton County