

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 2, 2025

ITEM TITLE:

Title: INMAR Rigid Hull Dive / Rescue Boat

Department(s): Emergency Services

Amount: \$89,520.91

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: **\$89,520.91** Project Cost: **\$89,520.91**

Balance: \$0.00

Finance Approval: _____

(Funding from Emergency Services Capital Equipment / Vehicle Fund (335))

BACKGROUND DESCRIPTION:

This rescue boat is a INMAR Dive/Rescue 670R, a 21-foot rigid hull inflatable equipped with a 175hp Suzuki motor. It includes essential features like GPS, emergency lighting, seating, a front tow post, and a trailer—making it well-suited for fast, efficient response.

This boat will be a valuable addition to the Emergency Services fleet, offering a lightweight, rapid-response option ideally suited for the lakes in Oconee County. It is especially well-suited for Lake Jocassee, where sudden and severe storm events frequently develop with little to no warning.

This boat would significantly enhance our emergency response capabilities by allowing crews to launch quickly, reach victims faster, and facilitate efficient recovery operations. While our current fleet includes reliable response boats, they are somewhat limited by their design. This V-hull boat offers greater stability and improved handling in choppy water conditions compared to the flat-bottom or pontoon boats we currently operate. Its speed and maneuverability make it ideal for delivering responders swiftly to the scene, allowing triage and life-saving care to begin without delay.

The Fleet Maintenance Director also approves this purchase.

SPECIAL CONSIDERATIONS OR CONCERNS:

The County is utilizing the Sourcewell contract through a cooperative purchasing agreement. Sourcewell contracts are competitively solicited and awarded on a national level. The Sourcewell contract allows all County Agencies to purchase from this contract, directly from the awarded vendors.

All Hands Fire Equipment, LLC has been awarded Sourcewell Contract No. 020124-ALH for Firefighter Equipment and Rescue Tools. Through this cooperative purchasing agreement, the County is receiving a 5% discount off the manufacturer's suggested retail price (MSRP \$59,995.00) for the boat. Additional equipment and accessories are not subject to the discount.

ATTACHMENT(S):

1. Sourcewell Contract 020124-ALH Information
2. Sourcewell Contract Pricing / Discount Sheet
3. All Hands Fire Equipment, LLC Quote Number EST45468

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approved the purchase of a INMAR Dive / Rescue 670R – 21-foot rigid hull inflatable boat to All Hands Fire Equipment of Wall, NJ in the amount of \$89,520.91, per Sourcewell Contract No. 020124-ALH

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C. Popham, Procurement Director

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



All Hands Fire Equipment LLC Contract #020124-ALH *Firefighting Equipment and Rescue Tools with Related Supplies and Accessories*

<u>Vendor</u>	<u>Sourcewell Discount % off of List / MSRP</u>	<u>Sourcewell Volume Discount*</u>
343 Fire	10%	15%
AB Inflatables	5%	10%
Achilles	5%	10%
Affordable Drill Towers	5%	10%
Akron Brass	20%	25%
Alco-Lite	5%	10%
Altek	10%	15%
Anderson Rescue Solutions	10%	15%
Bridgehill	20%	25%
Bulldog Hose Company	10%	15%
CET Fire Pumps	5%	10%
Chemguard	30%	40%
Chief's Choice	5%	10%
Circul-Air (Lockers & Storage)	10%	15%
CMC	10%	15%
Coffee Ostrich	5%	10%
Duo-Safety	5%	10%
ECO CAF	5%	10%
eFireX	5%	10%
Eflare	5%	10%
Elkhart	20%	25%
EMI	20%	25%
Empire Scientific	20%	25%
Fire Hooks Unlimited	5%	10%
Fire Innovations	10%	15%
FireCraft Safety	5%	10%
Firewipes	5%	10%
First Look / Agility Technologies	5%	10%
Force 6	10%	15%
Gemtor	20%	25%
Groves	5%	10%
Husky Portable Containment	25%	30%
Ice Rescue Systems	5%	10%
Inmar	5%	10%
Junkin Safety	10%	15%
JYD Industries	5%	10%
Key Hose	10%	15%

*Volume Discount criteria are based on annual total order volume



<u>Vendor</u>	<u>Sourcewell Discount % off of List / MSRP</u>	<u>Sourcewell Volume Discount*</u>
Kochek	25%	30%
Krisis Flood	20%	25%
Li-Cell	5%	10%
Li-fire	20%	25%
LifeVac	5%	10%
Little Giant	5%	10%
Loadmaster	5%	10%
Mad Rock	5%	10%
MK Diamond	10%	15%
National Foam	15%	20%
Niedner / Altra	10%	15%
Nightstick	5%	10%
Obexion FR	5%	10%
PAC / Performance Advantage Company	5%	10%
Perimeter Solutions / Solberg	15%	20%
Petzl	20%	25%
PIP	10%	15%
Plug N Dike	10%	15%
Power Hawk	5%	10%
R&B Fabrications	10%	15%
ResQtec	10%	15%
Riptide / Hydra-Tap	5%	10%
RIT Safety Solutions	10%	15%
Site Drainer	5%	10%
Skylotec	5%	10%
SMC - Harken Rescue & Safety Brands	10%	15%
Solis Lighting	10%	15%
Steele Solutions	22%	26%
Sterling Rope	20%	25%
Streamlight	5%	10%
Switlik	5%	10%
Syntex Industries	25%	30%
Tempest Technology / Bioex	5%	10%
TNT Tools	25%	30%
Tohatsu	5%	10%
Tractel	5%	10%
Tulmar	5%	10%
Wagonway	5%	10%
Whaly	5%	10%
Wing Inflatabes Inc.	5%	10%

*Volume Discount criteria are based on annual total order volume



All Hands Fire Equipment

PO Box 1245
Wall NJ 07719
Tel:(732) 502 8060
Fax:(732) 502 8064
www.allhandsfire.com

Quote

Date	Quote #
8/11/2025	EST45468
Contract #	
Sourcewell 020124-ALH	
Account #:	
86847	

Bill To

Oconee County Emergency Services
300 S. Church St.
Walhalla SC 29691

Ship To

Oconee County Emergency Services
15026 Wells Highway
Seneca SC 29678

****We will try to match or beat any price****

Expires	Sales Rep	Ship Via	Shipping Code ...
9/10/2025	Colarusso, Scott T	FedEx Ground Orde...	

Item Name	Qty.	Description	Options	Rate	Amount
IMG-670R-DR	1	INMAR Dive / Rescue 670R - 21' 10" Orca Hypalon Rigid Hull Inflatable Boat With Suzuki 175hp Long Shaft Motor *Sourcewell 020124-ALH Equipment & Rescue Tools 5% Off List: \$59,995.00*		56,995....	56,995.25
IMG-PDI-LARGE	1	Inmar PDI Large RIBS (14' - 22')		750.00	750.00
		*PRE DELIVERY INSPECTION - LARGE RIBS (14' - 22') - FUEL 20 GALLONS - OPEN WATER TEST (4 HOURS) - OIL FILL / MAIN / LOWER - PREP FOR DIRECT CUSTOMER DELIVERY			
IMG-GPS	1	Lowrance - GPS / Chartplotter / Fishfinder Combo		1,764.74	1,764.74
IMG-CREE-FRONT	1	Cree Flood Lights Per Pair (installed) FRONT		882.99	882.99
IMG-CREE-REAR	1	Cree Flood Lights Per Pair (installed) REAR		882.99	882.99
IMG-STROBE	1	Police / EMS Strobe Light Package		3,000.00	3,000.00
IMG-RS	1	Rear Seating (Installed)		2,145.00	2,145.00
IMG-FRONTTOW	1	Front Tow Post (Only)		1,400.00	1,400.00
IMG-SHRINK-Large	1	Shrink Wrap for transport - Large 17' +	Size: Large	500.00	500.00
IMG-TRAILER	1	Trailer		5,499.94	5,499.94
AHF-TARIFF	1	Tariff *Quoted prices are subject to change if new or increased tariffs, duties, or import fees are imposed before delivery.*		11,700....	11,700.00
				Subtotal	85,520.91
				Shipping Cost (FedEx Ground Orders Over \$1000)	4,000.00
				Total	\$89,520.91

Please review your Estimate in great detail to ensure all items, qty., spec, etc. are correct. Please inform us asap if there is an error. Quoted prices are subject to change if new or increased tariffs, duties, or import fees are imposed before delivery.



EST45468

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 2, 2025

ITEM TITLE:

Title: PO 56366 Goodwyn, Mills & Cawood, Inc.
Change Order No. 1

Department: Emergency Services

Amount: PO 56366: \$ 49,500.00

Change Order 1: \$124,000.00

Purchase Order Total: \$173,500.00

FINANCIAL IMPACT:

These services qualify for reimbursement through FEMA Public Assistance, as well as other funding sources identified by Goodwyn, Mills and Cawood, Inc. The reimbursement amount will be based on expenses approved by FEMA; any expenses not approved will be the responsibility of Oconee County.

BACKGROUND DESCRIPTION:

On July 21, 2020 Council approved the award of RFP 19-10 for Consulting Services for Disaster Recovery and FEMA Public Assistance. This Award provides support to the County's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and mitigation to minimize impacts from disasters.

On October 10, 2024, Purchase Order No. 56366 was issued to Goodwyn Mills and Cawood, Inc. for Task Order #5 related to Hurricane Helene. The purpose of this purchase order was to provide services in support of data collection and damage assessment/evaluation efforts in regards to Hurricane Helene, which led to the issuance of a federal disaster declaration. The total amount authorized under this Task Order was not to exceed \$49,500 without prior written approval from the Procurement Department.

Change Order No. 1 to Task Order 5 includes

- Project Formulation & Project Worksheet Preparations to include coordination of project worksheets and versions required by SCEMD and FEMA including scope changes, appeals and assistance with all FEMA public assistance (PA) categories.
- Project Worksheet preparations and Project Mitigation to include assistance to identify potential mitigation projects throughout the damaged area. Once projects are identified, GMC will provide an engineering cost estimate and develop the proper paperwork required to qualify FEMA 406 and SCEMD 404 mitigation funding for the project in accordance with the Master Contract.

This request is for Council Approval for Change Order No. 1 to Goodwyn Mills and Cawood, Inc. in the amount of \$ 124,000.00 for a total Award of \$173,500.00

ATTACHMENT(S):

1. Goodwyn, Mills and Cawood, Inc. Task Order No. 5 Amendment No. 1

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Change Order No. 1, PO 56366, Work Authorization No. 5, Amendment No. 1, in the amount of 124,000.00, purchase order total \$173,500.00 to Goodwyn, Mills and Cawood, Inc. for professional services related to Hurricane Helene FEMA reimbursement requests.
2. Authorize the County Administrator to execute documents for this change order.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda Popham, Procurement Director Amanda F. Brock, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.



**TASK ORDER NO. 5, Amendment 1 GMC
Oconee County**

Client: Oconee County
Prime: Goodwyn Mills & Cawood Inc. (GMC)
Project: Consulting Services Hurricane Helene
FEMA PA #: DR-4829-SC
Location: Oconee Co. South Carolina

Effective Date: August 25, 2025
Estimated End Date: August 30, 2026
Subcontract Type: Time and Materials (T&M)

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Master contract between GMC and Oconee County, dated April 20, 2020. This Task Order only authorizes the provision of the following services described below for Hurricane Helene. A separate Task Order is required to provide work on any other project.

Any changes to payment terms must be authorized in writing. Verbal authorizations will not be binding.

Scope of Work: GMC shall provide personnel to support Oconee Co. in the following key functional areas on an as needed basis:

- **Scoping and Planning:** GMC shall work with the county to understand costs that are eligible for reimbursement, whether via FEMA, Insurance, HUD or from other sources of funding in accordance with the Master Contract.
- **Project Formulation & Project Worksheet Preparations:** GMC will coordinate the development of project worksheets and versions as required by SCEMD and FEMA including scope changes, appeals, and assistance with all FEMA public assistance (PA) categories in accordance with the Master Contract in accordance with the Master Contract.
- **Project Mitigation:** GMC will work with the county to identify potential mitigation projects throughout the damaged area. Once projects are identified, GMC will provide an engineering cost estimate and develop the proper paperwork required to qualify FEMA 406 and SCEMD 404 mitigation funding for the project in accordance with the Master Contract.

It is anticipated that the quantity of personnel required for each position will vary at different stages of the project. GMC will assess the quantity of personnel being provided and will adjust staffing levels as necessary. Any adjustments to staffing levels will be determined by GMC.

Compensation:

On October 10, 2024, Oconee County issued Purchase Order No. 56366 with a Not to Exceed amount of \$49,500.00 to GMC to initiate the FEMA evaluation process. During this time, GMC has worked closely with both County staff, FEMA staff, and State staff to evaluate damage that impacted Oconee County during Hurricane Helene. During this time, the GMC staff has been able to identify \$3,488,267.57 in damages that will be submitted to FEMA for reimbursement.

GMC is requesting an increase to the Purchase Order in the amount of \$124,000.00 for total compensation of \$173,500. This amount will be compensated for the position and hours of services furnished multiplied by the rate listed in the Master Contract. **GMC Consulting shall not exceed a total cost of one hundred seventy-three thousand five hundred (\$173,500.00) dollars for all project-related labor.** This amount will fall within the 5% Direct Administrative Cost reimbursable by FEMA. Non-labor expenses shall be billed as follows: 1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to GSA rates; 3) Meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federal published rate; 5) Other non-labor expenses as may be applicable to the project and preapproved by GMC and the county shall be invoiced at cost, without mark-up.

Due to uncertain nature of the scope of the work, scale and duration, the Not-To-Exceed value reflected in the Task Order is not guaranteed, but only a current estimate of the level of effort expected of GMC.



**TASK ORDER NO. 5, Amendment 1 GMC
Oconee County**

Invoicing:

GMC shall invoice Oconee Co. for services rendered in accordance with the Master Contract. Each invoice shall reference the above Project Number.

Acceptance:

**OWNER:
OCONEE COUNTY**

**CONSULTANT:
GOODWYN MILLS CAWOOD, LLC.**

Name: _____

Title: _____

Name: _____

Title: **EVP, Disaster Recovery**

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 09/02/2025
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE: [Brief Statement]

Council authorization to reimburse expenditures related to costs associated with the completion of Sewer South Wastewater Expansion Project Phase II from proceeds of the Series 2023 General Obligation Bond for expansion to the I-85 Corridor, in the amount of \$3,385,903.

BACKGROUND DESCRIPTION:

In September 2023, Oconee County Council approved the issuance of \$25,000,000 General Obligation Bond (Series 2023) to finance the design, acquisition, construction, installation, equipping, and rehabilitation of various capital sewer infrastructure projects. These include wastewater system improvements, related equipment, and other infrastructure projects essential to County operations.

The County has incurred a total cost of \$7,169,279 associated with this specific infrastructure expansion.

Upon the completion of the project, calculations were established as follows: \$1,783,376 in refund from the OJRSA for required matching funds; and allocated the previously approved ARPA expenditure in the amount of \$2,000,000. There remains \$3,385,903 from County funds expended for this phase of Sewer South.

SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]

The bond proceeds are designated for eligible expenses or reimbursing previously incurred costs, as authorized by Council.

FINANCIAL IMPACT:

ATTACHMENTS

- Spreadsheet summarizing eligible expenditures.
- CSI Report / Account Details

STAFF RECOMMENDATIONS:

Staff recommends approval of this reimbursement request in the amount of \$3,385,903.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

Amanda F. Brock, County Administrator

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Budget Code	Description	Amount
315-707-30025-00280	Professional - Exit 4 Sewer Basin	5,000
315-707-95101-00312	OJRSA - Fair Play Sewer Contribution	58,710
315-707-95101-00313	OJRSA - Contrib - RIA Fplay/185	7,104,634
315-707-30025-00520	Professional - Exit Project Tiger	936
Total Sewer Expenditures		7,169,279
American Rescue Plan Act (ARPA)		(2,000,000)
Refund Oconee Joint Regional Sewer Authority (OJRSA)		(1,783,376)
Total Reimbursable Amount		3,385,903

Oconee County
DETAIL ACCOUNT INQUIRY BY ACCOUNT

FY 2024-2025

PERIOD: 07/01/2023 TO 06/30/2025

315-707-30025-00280 Professional-Exit 4 Sewer Basin				<u>BUDGET</u>	<u>PERIOD TO DATE</u>	<u>ENC AMT</u>	<u>REM BAL</u>
				0.00	5,000.00	0.00	0.00
<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE #, or VOUCHER#</u>	<u>CHECK#</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
BALANCE FORWARD							0.00
04/17/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	336939	287775	5,000.00		5,000.00
SUBTOTALS FOR ACCOUNT 315-707-30025-00280 :					5,000.00	0.00	
					5,000.00	0.00	

Oconee County
DETAIL ACCOUNT INQUIRY BY ACCOUNT

FY 2024-2025

PERIOD: 07/01/2023 TO 08/08/2025

315-707-95101-00312 OJRSA -Fair Play Sewer Contribution				<u>BUDGET</u>	<u>PERIOD TO DATE</u>	<u>ENC AMT</u>	<u>REM BAL</u>
				3,079.00	58,709.80	3,079.00	-50,860.55
<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE # or VOUCHER#</u>	<u>CHECK#</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
BALANCE FORWARD							0.00
09/28/2023	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	330124	285075	300.00		300.00
10/12/2023	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	330613	285269	6,299.25		6,599.25
05/23/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	338124	288238	1,250.00		7,849.25
02/27/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	349099	292169	4,800.00		12,649.25
02/27/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	349103	292169	375.00		13,024.25
04/03/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	350705	292684	2,080.00		15,104.25
04/03/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	350706	292684	1,720.00		16,824.25
04/24/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	351473	292931	1,267.50		18,091.75
04/24/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	351474	292931	7,875.00		25,966.75
05/22/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	352513	293304	2,475.00		28,441.75
06/05/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	353013	293494	2,400.00		30,841.75
06/30/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	355024	294261	6,739.30		37,581.05
08/07/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	355362	294382	21,128.75		58,709.80
SUBTOTALS FOR ACCOUNT 315-707-95101-00312 :					58,709.80	0.00	
					<u>58,709.80</u>	<u>0.00</u>	

Oconee County
DETAIL ACCOUNT INQUIRY BY ACCOUNT

FY 2024-2025

PERIOD: 07/01/2023 TO 06/20/2025

315-707-95101-00313 OJRSA Contrib-RIA Fplay/I85 Grant

				<u>BUDGET</u>	<u>PERIOD TO DATE</u>	<u>ENC AMT</u>	<u>REM BAL</u>
				0.00	5,104,633.73	0.00	-317,622.46
<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE # or VOUCHER#</u>	<u>CHECK#</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
BALANCE FORWARD							0.00
11/02/2023	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	331202	285494	458,478.33		458,478.33
12/20/2023	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	332868	286059	564,241.99		1,022,720.32
02/05/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	334406	286882	1,028,884.83		2,051,605.15
02/22/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	334906	287091	398,873.22		2,450,478.37
03/07/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	335405	287278	174,199.98		2,624,678.35
04/17/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	336937	287775	898,556.12		3,523,234.47
05/02/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	337369	287986	575,876.75		4,099,111.22
06/13/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	338892	288507	687,900.05		4,787,011.27
07/25/2024	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	340576	289147	1,633,706.29		6,420,717.56
02/27/2025	AP	OCONEE JOINT REGIONAL SEWER AUTHOI	349101	292169	683,916.17		7,104,633.73
04/23/2025	FL	DEPARTMENTAL CORR-ADMIN	42070			1,633,706.29	5,470,927.44
04/23/2025	FL	DEPARTMENTAL CORR-ADMIN	42070			366,293.71	5,104,633.73
SUBTOTALS FOR ACCOUNT 315-707-95101-00313 :					7,104,633.73	2,000,000.00	
					7,104,633.73	2,000,000.00	

Oconee County
DETAIL ACCOUNT INQUIRY BY ACCOUNT

FY 2024-2025

PERIOD: 07/01/2023 TO 08/26/2025

315-707-30025-00520 Professional-Exit 4 Project Tiger				<u>BUDGET</u>	<u>PERIOD TO DATE</u>	<u>ENC AMT</u>	<u>REM BAL</u>
				0.00	935.78	0.00	-935.78
<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE # or VOUCHER#</u>	<u>CHECK#</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
BALANCE FORWARD							0.00
01/15/2025	FL	0128 SCDES	41604		575.00		575.00
01/15/2025	FL	0128 SERVICE FEE2 SCI-SCGOV	41604		10.78		585.78
04/24/2025	AP	SCDES HQ9-EGE6-CYNRA	351497	292941	350.00		935.78
SUBTOTALS FOR ACCOUNT 315-707-30025-00520 :					935.78	0.00	
					935.78	0.00	

PROCUREMENT - AGENDA ITEM SUMMARY

COUNCIL MEETING DATE: September 2, 2025

ITEM TITLE:

Procurement #:	RFP 25-03	Title:	Financial Auditing Services	Department:	Finance	Amount:	\$66,000.00
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FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: **\$80,000.00** Project Cost: **\$66,000.00** Balance: **\$14,000.00** Finance Approval: _____

BACKGROUND DESCRIPTION:

This Request for Proposal was issued to select a firm of Independent Certified Public Accountants to provide auditing and consulting services to Oconee County beginning with the audit of the 2024-2025 fiscal year. Under South Carolina law, Oconee County must provide an independent annual audit of all financial records and transactions of the County to be made by a Certified Public Accountant (or firm of such accountants) which has no personal interest, direct or indirect, in the fiscal affairs of the County or its officers.

On August 14, 2025 formal sealed proposals were opened. A total of thirty-five (35) firms were notified of this solicitation opportunity, and four (4) firms submitted proposals. An evaluation committee comprised of County Staff reviewed and scored the submissions. Following the evaluation, the committee recommended CKH CPA's & Advisors, LLC of Atlanta, GA, for the award.

ATTACHMENT:

- ## 1. Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the award of RFP 25-03, Financial Auditing Services, to CKH CPA's & Advisors, LLC of Atlanta, GA, in the amount of \$66,000.00.
2. Authorize the County Administrator to renew this contract for up to four (4) one-year terms, as long as the amount does not exceed the amount budgeted for this service, and the services provided are satisfactory.

Submitted or Prepared By: _____ **Approved for Submittal to Council:** _____
Tronda C Popham, Procurement Director **Amanda F. Brock, County Administrator**

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

RFP 25-03

Finacial Auditing
SCORES

Open Date: August 14,
2025 @ 2:00pm

Bidders	CKH Group	Mauldin & Jenkins	Perry & Associates, LLC	Love Bailey & Associates, LLC
Evaluator 1	487.50	442.50	345.00	302.50
Evaluator 2	345.00	345.00	285.00	287.50
Evaluator 3	412.50	385.00	210.00	200.00
Evaluator 4	410.00	395.00	227.50	205.00
Evaluator 5	487.50	400.00	355.00	360.00
TOTAL RANKING	2142.50	1967.50	1422.50	1355.00
RANKING	1	2	3	4
AVERAGE SCORE	428.50	393.50	284.50	271.00
AVERAGE RANKING	1	2	3	4

ADMINISTRATION - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC COUNCIL MEETING DATE: September 2, 2025

ITEM TITLE:

Title: Request for Council's approval to commit matching funds in the amount of \$124,256.00 toward the Federal Aviation Administration (FAA) Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0016-037-2025 and \$25,845.00 toward the (FAA) Infrastructure Investment and Jobs Act (IIJA) - Airport Infrastructure Grant (AIG) Project No. 3-45-0016-038-2025 for a total of \$150,101.00, pending receipt of the official FAA Grant Award letters and to Authorize the County Administrator to accept and execute all necessary Grant documents pertaining to the Taxiway Pavement Rehabilitation Construction Project.

FINANCIAL IMPACT:

The total cost for the Taxiway Pavement Rehabilitation Construction Project is approximately \$6,004,051.00. The Federal Aviation Administration (FAA) has agreed to fund ninety-five percent (95%) of the eligible project costs, up to \$5,703,849.00, pending receipt of the official Grant Award letters. Oconee County will provide a local matching share of two and a half percent (2.5%) approximately \$150,101.00. The remaining two and a half percent (2.5%), also totaling \$150,101.00, will be contributed by the South Carolina Aeronautics Commission (SCAC).

BACKGROUND DESCRIPTION:

On February 1, 2022, Council approved the award of RFP 21-08 for Professional Engineer and Consulting Services for the Oconee County Airport to W.K. Dickson & Company, Inc., of Columbia SC for a five-year term for services, as needed. In August 2024, W.K. Dickson merged with Ardurra Group, Inc., all future work will be carried out under the Ardurra Group name.

- On May 5, 2023, Oconee County submitted a Taxiway Pavement Rehabilitation (Design/Bid) Project Application to the Federal Aviation Administration (FAA) for funding consideration under the Airport Improvement Program (AIP) and the Airport Bipartisan Law (BIL) / Airport Infrastructure Grant (AIG) programs.
- On July 31, 2023, Oconee County received Federal Aviation Administration (FAA) Grant Offer under the Airport Improvement Program Grant (AIP) Project No. 3-45-0016-035-2023 and the Airport Bipartisan Law (BIL) / Airport Infrastructure Grant (AIG) Project No. 3-45-0016-036-2023 for the Taxiway Pavement Rehabilitation (Design/Bid) Project.
- On August 15, 2023, Council approved the acceptance of Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Offer Project No. 3-45-0016-035-2023, the Airport Infrastructure Grant Offer Project No. 3-45-0016-036-2023 for the Taxiway Pavement Rehabilitation (Design & Bidding) along with matching funds.
- On September 19, 2023, Council approved the award of Work Authorization #2 (WA#2) to W.K. Dickson, now operating as Ardurra Group LLC., Work Authorization #2 included professional services for project management, grant administration, preliminary engineering, design services and plan preparation (civil and electrical) surveying, geotechnical investigations, engineering design, permitting, and bid phase services.
- Ardurra Group Inc. (formally W.K Dickson) has completed 100% of the Taxiway Pavement Rehabilitation Design, bidding specifications, and plans.
- On April 1, 2025 Council approved submittal of an Airport Improvement Program (AIP) and Airport Bipartisan Law (BIL) / Airport Infrastructure Grant (AIG) to the Federal Aviation Administration (FAA) as well as an application for funding to the South Carolina Aviation Association (SCAA) for the Airport Taxiway Pavement Rehabilitation Construction Project. The FAA Applications were officially submitted on July 3, 2025.

The Oconee County Airport now wishes to accept the Federal Aviation Administration Airport Improvement Grant Project No. 3-45-0016-037-20205 and Infrastructure Investment and Jobs Act (IIJA) – Airport Infrastructure Grant (AIG) Grant Project No. 3-45-0016-038-2025 for the Taxiway Pavement Rehabilitation Construction Project.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee County has received an official FAA Grant Award Offer letter for IIJA/AIG Project No. 3-45-0016-038-2025 in the amount of \$982,125.00 for the Taxiway Rehabilitation Construction Project. Airport Director, Mr. Jeff Garrison received notification from FAA stating the second award offer for Grant for AIP Project No. 3-45-0016-037-2025 is in process and should be released soon. Timely acceptance of these Grants is crucial to secure FAA funding for the Taxiway Pavement Rehabilitation Construction Project as the offers must be accepted and submitted to the Federal Aviation Administration no later than September 5, 2025.

ATTACHMENT(S):

1. Federal Aviation Administration (FAA) IIJA/AIG Project No. 3-45-0016-038-2025 Grant Offer.
2. Federal Aviation Administration (FAA) AIP Project No. 3-45-0016-037-2025 Grant Agreement notification email.

STAFF RECOMMENDATION:

It is the staff's recommendation to Council:

1. Authorize County Administrator to accept and execute all necessary documents pertaining to Federal Aviation Administration Airport Improvement Program (AIP) Grant Offer Project No. 3-45-0016-037-2025 and the Infrastructure Investment and Jobs Act (IIJA)-Airport Infrastructure Grant (AIG) Project No. 3-45-0016-038-2025 for the Taxiway Pavement Rehabilitation Construction Project.
2. Approve \$150,101.00 in matching funds.

Submitted or prepared by: _____
Jeff Garrison, Oconee County Airport Director

Approved for Submittal to Council: _____
Amanda F. Brock, County Administrator

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U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
South Carolina

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

Amanda F Brock
County Administrator
415 South Pine Street
Walhalla, SC 29691

Dear Amanda F Brock:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-45-0016-038-2025 at Oconee County Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 05, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We**

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date

Airport/Planning Area Oconee County Regional Airport

Airport Infrastructure Grant
Number 3-45-0016-038-2025

Unique Entity Identifier L5FWNJYNWJB4

TO: County of Oconee
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 01, 2025, for a grant of Federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A (5,500 ft) - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$982,125.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$982,125 for airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 05, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the 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 and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC 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 <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 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.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 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 Sponsor is encouraged to:
 1. 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.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.**1. *Posting of contact information.***

- a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

- a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 10, 2008, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees 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 [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

- (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).
36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;

- ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. Project Containing Paying Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA 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.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and 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 FAA.
- c. 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.
- d. 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.

38. **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.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Oconee

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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, 37, and 40 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

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 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.

1. 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.

2. 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.

3. 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.

4. 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 49 U.S.C. 47107(a)(16) and (x), 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.

5. 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.

6. Consideration of Local Interest.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Airport Layout Plan.

- a. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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.

29. 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 (County of Oconee), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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, 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, 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.

30. 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.

31. 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.

32. 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.

33. 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 01, 2025.

34. 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.

35. 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.

36. 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).

37. 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.

38. 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.

39. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

From: Amedee, Gaethan (FAA) <Gaethan.Amedee@faa.gov>
Sent: Wednesday, August 20, 2025 11:31 AM
To: 'Jason Kennedy'
Cc: Jeff Garrison; Melinda Cox; 'Joseph Barkevich'; 'Kris Erwin'; 'Bri Barrineau'
Subject: RE: CEU Taxiway Pavement Rehab

All,

The AIG grant has just been released, and I just sent out the grant agreement out to be signed. Hopefully, the AIP grant will be released this week as well.

Thank you,

Gaethan Amedee
Civil Engineer | Program Manager
Southern Region - Atlanta Airports District Office
1701 Columbia Ave, College Park, GA 30337
Gaethan.Amedee@faa.gov, Office: (404)-305-6746



**Federal Aviation
Administration**

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **September 2, 2025**

ITEM TITLE:

Procurement #: ITB 24-14 Title: Airport Taxiway Rehabilitation Department: Airport

Amount:	FAA 95%:	\$5,270,913.43
	State 2.5%:	\$ 138,708.25
	County 2.5%:	\$ 138,708.25
	Project Award:	\$5,548,329.93
	Contingency (15%):	\$ 832,249.49
	Total Award:	\$6,380,579.42

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 25-26 budget process.

Budget: **\$ 6,380,579.42** Project Cost: **\$6,380,579.42** Balance: **\$0.00** Finance Approval: _____
(Funding from Federal Aviation Administration (FAA) - Airport Taxiway Pavement Rehabilitation Grant(s) 95%, South Carolina Aeronautics Commission (SCAC) 2.5%, Oconee County 2.5%)

BACKGROUND DESCRIPTION:

This construction contract consists of furnishing all labor, materials and equipment needed for the Rehabilitation of the Parallel Taxiway Pavement at the Oconee County Regional Airport. The existing Taxiway pavement is beyond its usable life and rehabilitation is needed. This construction project will consist of removing existing asphalt pavement and constructing new asphalt pavement throughout the parallel taxiway and connector taxiways located between the Taxiway and the Runway in accordance with FAA design and construction requirements.

This bid included five (5) different construction variations, each involving different areas and types of work. Bid packages were shared with FAA to determine what elements of the project would ultimately be selected for Funding. Based on prioritization of project needs and available FAA funding, Base Bid Schedule #1 - Rehabilitation of Taxiway A and Primary Connectors, Bid Additive #1 Demolition and Relocation of Taxiway 3, and Bid Alternate # 1 – Seal Coat of Taxilanes to Aprons Helo, 1, 2 & 3 have been selected for construction.

On April 22, 2025, formal sealed bids were opened. Twenty-two (22) companies were notified of this bid opportunity. Two (2) companies submitted bids with Kwest Group, LLC. Of Perrysburg, OH, submitting the lowest, responsive bid of \$5,548,329.93.

SPECIAL CONSIDERATIONS OR CONCERNS:

Ardurra Group, LLC, formerly known as W. K. Dickson, assisted the County in preparing and submitting the grant application(s) requesting funding for this construction. The grant application(s) were submitted on July 3, 2025. On August 20, 2025 Oconee County Received Infrastructure Investment and Jobs Act (IIJA) – Airport Infrastructure Grant (AIG) Project No. 3-45-0016-038-2025. This approval request is contingent on receipt of the Grant Award Letter for Airport Improvement Program Grant (AIP) Project No. 3-45-0016-037-20205 from the FAA.

The FAA will pay 95% (\$5,270,913.43) of the actual construction costs; SCAC will pay 2.5% (\$138,708.25); and the County will pay 2.5% (\$138,708.25). If a change order is requested and approved by the FAA, the FAA will pay 95%, the SCAC will pay 2.5%, and the County will match 2.5% of said Change Order.

The County is required to provide 2.5% match for this grant. This request includes a request for Council approval to commit matching funds in the amount of \$138,708.25 for this project. (Approval to accept grant funding is included on this Council Agenda)

ATTACHMENT(S):

1. Recommendation letter from Ardurra Group, LLC (formerly W. K. Dickson)
2. Official Bid Tab from Ardurra Group, LLC (formerly W.K. Dickson)

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the award of ITB 24-14 to Kwest Group, LLC., of Perrysburg, OH in the amount of \$5,548,329.93, with a 15% contingency of \$832,249.49, for a total award of \$6,380,579.42, pending receipt of grant award.
2. Authorize the County Administrator to execute all necessary documents related to this project and to approve any change orders within the approved contingency amount.

Submitted or Prepared By: _____
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____
Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



August 26, 2025

Ms. Amanda Brock, County Administrator
Oconee County
415 South Pine Street
Walhalla, SC 29691

RE: Oconee County Regional Airport
Taxiway Pavement Rehabilitation
WKD Project No. 20230970.00.RA
Contract Award Recommendation

Dear Ms. Brock,

The bid packages submitted on April 22, 2025 for the Taxiway Pavement Rehabilitation project at the Oconee County Regional Airport have been reviewed and summarized on the enclosed Bid Tabulation. Two bid proposals were submitted by Kwest Group, LLC (Kwest) and the Rogers Group, Inc. Bid packages provided pricing for various bid schedules including base bid work, bid additives and bid alternates. The bid packages were reviewed for completeness and accuracy and were shared with FAA to determine what elements of the project would ultimately be selected for funding.

Based on prioritization of project needs and available FAA funding, Base Bid Schedule #1, Bid Additive #1 and Bid Alternate #1 have been selected for construction. For the selected project elements Kwest submitted a bid price of \$5,548,349.93 and Rogers Group Inc. submitted a price of \$8,292,246.40. A breakdown of the project elements and prices is also shown below.

Bid Element	Kwest Group, LLC	Rogers Group, Inc.
Base Bid #1 Taxiway A Pavement Rehabilitation	\$4,744,002.73	\$6,309,051.00
Bid Additive #1 Relocation of Taxiway A3	\$732,422.20	\$1,833,852.50
Bid Alternate #1 Seal Coat of Secondary Connectors	\$71,905.00	\$149,342.90
Grand Total	\$5,548,329.93	\$8,292,246.40

As of the date of this letter, Kwest has an active South Carolina general contractor license and is a pre-qualified SCDOT contractor. Kwest proposal includes a 0.9% Disadvantaged Business Enterprise (DBE) participation. This participation does not meet the project goal, however documentation of good faith efforts spent towards meeting the project goal has been requested.



Based on this information, we recommend that Oconee County award the subject contract in the amount of **\$5,548,329.93** to Kwest Group, LLC.

We appreciate the opportunity to provide this service for Oconee County and the Oconee County Regional Airport, and we are available to answer any questions you may have.

If you have any questions, please contact me at 919-782-0495.

Sincerely,

Ardurra Group Inc.

Jason P. Kennedy, PE
Project Manager

enclosure

cc: Jeff Garrison – Oconee County Regional Airport
Melinda Cox – Oconee County Regional Airport
Tronda Popham – Oconee County

BID TABULATION SUMMARY

Taxiway Pavement Rehabilitation
WKD NO. 20230970.00.RA
OPENING DATE: 4/22/2025
TIME: 2:00 PM
BID OPENING LOCATION: VIRTUAL &
415 South Pine Street
Walhalla, SC 29691
BIDS OPENED BY: Tronda Popham



ITEMS SELECTED FOR CONSTRUCTION ARE HIGHLIGHTED YELLOW

						A	B	C	D	E	F	G	H	I	J
CONTRACTOR	LICENSE # and CLASSIFICATION	ADDENDA #1 ACKNOWLEDGED	SIGNED BID FORM	BID BOND 5%	DBE %	BASE BID SCHEDULE #1 Rehab for TWY A & Primary Connectors	BASE BID SCHEDULE #2 Rehab of Apron Connectors	BASE BID TOTAL (SCHEDULES #1+2) Rehab of Twy A and all Connectors	BID ADDITIVE #1 Demo and Replacement of Twy A3 - to address direct connect	BASE BID SCH 1 AND 2 + BID ADDITIVE #1 Rehab of Taxiways and Relocation of Twy A3	BID ALTERNATE #1 Seal Coat of Secondary Connectors instead of Rehab	BASE BID SCHEDULE #2 PRICE IF BID ALTERNATE #1 IS SELECTED	BASE BID WITH BID ALTERNATE #1 SELECTED Rehab of TWY A primary Connectors and Seal Coat of Apron Connectors (Column A+G+F)	BASE BID WITH BID ALTERNATE #1 SELECTED & BID ADDITIVE #1 Rehab of TWY A primary Connectors, Seal Coat of Apron Connectors & Relocation of Twy A3	BID ADDITIVE #2 Stub Out for Future Taxiway Extension
Kwest Group LLC	CLG 120118	Yes	Yes	Yes	0.09%	\$4,744,002.73	\$1,890,199.34	\$6,634,202.07	\$732,422.20	\$7,366,624.27	\$55,284.00	\$16,621.00	\$4,815,907.73	\$5,548,329.93	\$564,781.00
Rogers Group Inc.	CLG 19294	Yes	Yes	Yes	3.080%	\$6,309,051.00	\$3,339,949.00	\$9,649,000.00	\$1,833,852.50	\$11,482,852.50	\$138,190.00	\$11,152.90	\$6,458,393.90	\$8,292,246.40	\$1,287,395.00

BID TABULATION SHEET

OWNER: Oconee County Regional Airport

PROJECT: Taxiway Rehabilitation

LOCATION: Virtual Meeting hosted from Oconee County Office

415 South Pine Street

Walhalla, SC 29691

DATE: 22-Apr-25

I Certify that this is a true and corrected
record of bids received.Jason Kennedy
Ardurra

5/2/2025

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					KWEST GROUP, LLC		ROGERS GROUP, INC.	
Address:					8305 Fremont Pike Perrysburg, OH 43551		1880 S. Hwy 14 Greer, SC 29650	
License Number/Bid Bond					GA License No. 120118		GA License No. 119294	
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID: SCHEDULE 1 - TAXIWAY A REHABILITATION								
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 382,280.00	\$ 382,280.00	\$ 536,750.00	\$ 536,750.00
2	C-105	Mobilization (10% Maximum)	1	LS	\$ 328,640.00	\$ 328,640.00	\$ 400,000.00	\$ 400,000.00
3	C-102-1	Temporary Stabilized Construction Entrance (Installation, Maintenance, and Removal)	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 28,275.00	\$ 56,550.00
4	C-102-2	Temporary Filter Sock Inlet Protection (Installation, Maintenance, and Removal)	13	EA	\$ 155.39	\$ 2,020.07	\$ 202.00	\$ 2,626.00
5	C-102-3	Temporary SCDOT Type G Suspended Internal Filter (Installation, Maintenance, Removal)	7	EA	\$ 339.80	\$ 2,378.60	\$ 550.00	\$ 3,850.00
6	C-102-4	Temporary Silt Fence (Installation, Maintenance, Removal)	1,100	LF	\$ 4.66	\$ 5,126.00	\$ 5.50	\$ 6,050.00
7	C-102-5	Temporary Grassing including Seed, Lime, Fertilizer and Mulch	1.7	AC	\$ 1,035.96	\$ 1,761.13	\$ 4,250.00	\$ 7,225.00
8	C-102-6	Temporary Slope Drain	0	LF	\$ -	\$ -	\$ -	\$ -
9	P-101-1	Asphalt Profile Milling, Variable Depth	16,800	SY	\$ 11.25	\$ 189,000.00	\$ 11.25	\$ 189,000.00
10	P-101-2	Asphalt Profile Milling, 2" TW A3	1,400	SY	\$ 26.75	\$ 37,450.00	\$ 26.75	\$ 37,450.00
11	P-101-3	Full Depth Pavement Removal	4,900	SY	\$ 45.00	\$ 220,500.00	\$ 69.25	\$ 339,325.00
12	P-101-4	<i>DELETED</i>	0	EA		\$ -	\$ -	\$ -
13	P-101-5	Pavement Marking Removal	600	SF	\$ 10.00	\$ 6,000.00	\$ 8.50	\$ 5,100.00
14	P-152-2	Unsuitable Excavation (replace with backfill)	40	CY	\$ 72.00	\$ 2,880.00	\$ 715.00	\$ 28,600.00
15	P-152-3	Embankment in Place.	400	CY	\$ 15.00	\$ 6,000.00	\$ 180.00	\$ 72,000.00
16	P-209-1	Crushed Aggregate Base Course (12" Depth)	1,800	CY	\$ 175.00	\$ 315,000.00	\$ 422.00	\$ 759,600.00
17	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	5,300	TON	\$ 508.82	\$ 2,696,746.00	\$ 473.00	\$ 2,506,900.00
18	P-401-2	Hot Mix Asphalt, Surface Course (2" Depth, A3)	170	TON	\$ 753.02	\$ 128,013.40	\$ 700.00	\$ 119,000.00
19	P-602-1	Emulsified Asphalt Prime Coat	6,700	GAL	\$ 3.00	\$ 20,100.00	\$ 6.00	\$ 40,200.00
20	P-603-1	Emulsified Asphalt Tack Coat	1,590	GAL	\$ 3.23	\$ 5,135.70	\$ 3.00	\$ 4,770.00
21	P-605-1	Crack Repair	5,000	LF	\$ 2.75	\$ 13,750.00	\$ 3.50	\$ 17,500.00
22	P-608-1	Asphalt Surface Treatment	1,100	SY	\$ 16.35	\$ 17,985.00	\$ 11.75	\$ 12,925.00
23	P-620-1	Pavement Markings, Temporary, Yellow	5,400	SF	\$ 2.00	\$ 10,800.00	\$ 5.75	\$ 31,050.00
24	P-620-2	Pavement Markings, Permanent, Yellow, reflective, including microbicide	5,400	SF	\$ 2.50	\$ 13,500.00	\$ 41.50	\$ 224,100.00
25	P-620-3	Pavement Markings, Temporary, Black	4,400	SF	\$ 2.00	\$ 8,800.00	\$ 1.00	\$ 4,400.00
26	P-620-4	Pavement Markings, Permanent, Black, including microbicide	4,400	SF	\$ 2.00	\$ 8,800.00	\$ 1.00	\$ 4,400.00
27	P-620-5	Compass Rose Pavement Markings, Permanent, reflective, including microbicide, Geological Survey and demolition	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00
28	P-620-6	Pavement Markings, Temporary, Black - Covering Existing Lead-in Lines	1,100	SF	\$ 3.00	\$ 3,300.00	\$ 1.00	\$ 1,100.00
29	T-901-1	Permanent Grassing (including seed, lime, fertilizer, and mulch)	1.7	AC	\$ 4,920.84	\$ 8,365.43	\$ 4,450.00	\$ 7,565.00
30	T-904-1	Sodding	2,300	SY	\$ 8.29	\$ 19,067.00	\$ 14.00	\$ 32,200.00
31	T-905-1	Topsoiling (stripping, stockpiling and final placement)	40	CY	\$ 104.56	\$ 4,182.40	\$ 580.00	\$ 23,200.00
32	L-105-1	Remove Existing Fixture for Reinstallation, Demolish Anchor/Foundation	29	EA	\$ 388.50	\$ 11,266.50	\$ 6,780.00	\$ 196,620.00
33	L-105-2	Remove Existing Sign for Reinstallation, Demolish Foundation	2	EA	\$ 5,051.25	\$ 10,102.50	\$ 11,750.00	\$ 23,500.00
34	L-105-3	Miscellaneous Electrical Demolition	1	LS	\$ 20,269.00	\$ 20,269.00	\$ 31,250.00	\$ 31,250.00
35	L-108-1	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank Or Conduit, Including Ground Rod	3,700	LF	\$ 3.11	\$ 11,507.00	\$ 4.80	\$ 17,760.00
36	L-108-2	Trench for Cable Installation, including restoration	3,000	LF	\$ 3.09	\$ 9,270.00	\$ 4.75	\$ 14,250.00

BID TABULATION SHEET

OWNER: Oconee County Regional Airport

PROJECT: Taxiway Rehabilitation

LOCATION: Virtual Meeting hosted from Oconee County Office
415 South Pine Street
Walhalla, SC 29691

DATE: 22-Apr-25

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					KWEST GROUP, LLC		ROGERS GROUP, INC.	
Address:					8305 Fremont Pike Perrysburg, OH 43551		1880 S. Hwy 14 Greer, SC 29650	
License Number/Bid Bond					GA License No. 120118		GA License No. 119294	
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
37	L-108-3	No. 8 AWG, 5 kV, L-824, Type C Cable	3,700	LF	\$ 2.81	\$ 10,397.00	\$ 4.35	\$ 16,095.00
38	L-110-1	2 Way 2-inch Schedule 40 PVC Conduit - Concrete Encased	500	LF	\$ 97.50	\$ 48,750.00	\$ 520.00	\$ 260,000.00
39	L-115-1	Electrical Junction Can Plaza – 2 L-867D Base Cans	4	EA	\$ 6,457.00	\$ 25,828.00	\$ 9,950.00	\$ 39,800.00
40	L-125-1	New L-861T(L) LED Elevated Taxiway Edge Light – Base Mounted Installed in Turf	4	EA	\$ 2,040.00	\$ 8,160.00	\$ 3,150.00	\$ 12,600.00
41	L-125-2	New L-861T(L) LED Elevated Taxiway Edge Light – Stake Mounted Installed in Turf	21	EA	\$ 1,110.00	\$ 23,310.00	\$ 1,710.00	\$ 35,910.00
42	L-125-3	New L-861T Incandescent Elevated Taxiway Edge Light – Stake Mounted Installed in Turf	4	EA	\$ 1,110.00	\$ 4,440.00	\$ 1,710.00	\$ 6,840.00
43	L-125-5	Relocated L-858 Sign, 3-Module on New Foundation	2	EA	\$ 4,961.00	\$ 9,922.00	\$ 7,630.00	\$ 15,260.00
44	P-101	<i>Remove Existing Storm Drainage</i>	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 19,085.00	\$ 38,170.00
45	D-701	<i>Install New Aircraft Rated Drop Inlet-Complete</i>	2	EA	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
46	D-751	<i>Install New 24" Class IV RCP</i>	16	LF	\$ 1,200.00	\$ 19,200.00	\$ 785.00	\$ 12,560.00
BASE BID TOTAL:						\$ 4,744,002.73		\$ 6,309,051.00

BASE BID: SCHEDULE 2 - TAXILANES TO APRONS REHABILITATION								
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	52,000.00	\$52,000.00	\$ 127,850.00	\$ 127,850.00
2	C-105	Mobilization (10% Maximum)	1	LS	45,400.00	\$45,400.00	\$ 48,000.00	\$ 48,000.00
3	C-102-5	Temporary Grassing including Seed, Lime, Fertilizer and Mulch	0.6	AC	1,201.52	\$720.91	\$ 5,425.00	\$ 3,255.00
4	P-101-1	Full Depth Pavement Removal	4,300	SY	55.52	\$238,736.00	\$ 79.50	\$ 341,850.00
4.1	P-101-1	<i>Asphalt Profile Milling, Variable Depth</i>	400	SY	88.00	\$35,200.00	\$ 88.00	\$ 35,200.00
5	P-101-5	Pavement Marking Removal	600	SF	10.00	\$6,000.00	\$ 9.00	\$ 5,400.00
6	P-152-2	Unsuitable Excavation (replace with backfill)	100	CY	80.00	\$8,000.00	\$ 685.00	\$ 68,500.00
7	P-152-3	Embankment in Place	1,050	CY	20.00	\$21,000.00	\$ 135.00	\$ 141,750.00
8	P-209-1	Crushed Aggregate Base Course (12" Depth)	2,100	CY	175.00	\$367,500.00	\$ 415.00	\$ 871,500.00
9	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	1,600	TON	515.00	\$824,000.00	\$ 515.00	\$ 824,000.00
10	P-602-1	Emulsified Asphalt Prime Coat	1,900	GAL	3.00	\$5,700.00	\$ 6.00	\$ 11,400.00
11	P-603-1	Emulsified Asphalt Tack Coat	500	GAL	3.00	\$1,500.00	\$ 3.00	\$ 1,500.00
12	P-605-2	Joint Sealing	10	LF	300.00	\$3,000.00	\$ 45.00	\$ 450.00
13	P-620-1	Pavement Markings, Temporary, Yellow	700	SF	5.00	\$3,500.00	\$ 6.05	\$ 4,235.00
14	P-620-2	Pavement Markings, Permanent, Yellow, reflective, including microbicide	700	SF	5.00	\$3,500.00	\$ 4.50	\$ 3,150.00
15	P-620-3	Pavement Markings, Temporary, Black	600	SF	5.00	\$3,000.00	\$ 1.00	\$ 600.00
16	P-620-4	Pavement Markings, Permanent, Black, including microbicide	600	SF	5.00	\$3,000.00	\$ 1.00	\$ 600.00
17	T-901-1	Permanent Grassing (including seed, lime, fertilizer, and mulch)	0.6	AC	5,707.23	\$3,424.34	\$ 6,365.00	\$ 3,819.00
18	T-904-1	Sodding	800	SY	9.61	\$7,688.00	\$ 19.75	\$ 15,800.00
19	T-905-1	Topsoiling (stripping, stockpiling and final placement)	140	CY	96.99	\$13,578.60	\$ 635.00	\$ 88,900.00
20	L-105-1	Remove Existing Fixture for Reinstallation, Demolish Anchor/Foundation	31	EA	384.79	\$11,928.49	\$ 6,575.00	\$ 203,825.00
21	L-105-3	Miscellaneous Electrical Demolition	1	LS	20,269.00	\$20,269.00	\$ 33,000.00	\$ 33,000.00
22	L-108-1	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank Or Conduit, Including Ground Rod	4,200	LF	3.11	\$13,062.00	\$ 5.10	\$ 21,420.00

BID TABULATION SHEET

OWNER: Oconee County Regional Airport

PROJECT: Taxiway Rehabilitation

LOCATION: Virtual Meeting hosted from Oconee County Office
415 South Pine Street
Walhalla, SC 29691

DATE: 22-Apr-25

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					KWEST GROUP, LLC		ROGERS GROUP, INC.	
Address:					8305 Fremont Pike Perrysburg, OH 43551		1880 S. Hwy 14 Greer, SC 29650	
License Number/Bid Bond					GA License No. 120118		GA License No. 119294	
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
23	L-108-2	Trench for Cable Installation, including restoration	3,600	LF	3.09	\$11,124.00	\$ 5.05	\$ 18,180.00
24	L-108-3	No. 8 AWG, 5 kV, L-824, Type C Cable	4,100	LF	2.81	\$11,521.00	\$ 4.60	\$ 18,860.00
25	L-110-1	2 Way 2-inch Schedule 40 PVC Conduit - Concrete Encased	400	LF	97.50	\$39,000.00	\$ 560.00	\$ 224,000.00
26	L-115-1	Electrical Junction Can Plaza – 2 L-867D Base Cans	8	EA	6,457.00	\$51,656.00	\$ 10,510.00	\$ 84,080.00
27	L-125-1	Relocated L-861T Elevated Taxiway Edge Light – Base Mounted Installed in Turf	8	EA	1,861.00	\$14,888.00	\$ 3,030.00	\$ 24,240.00
28	L-125-2	Relocated L-861T Elevated Taxiway Edge Light – Stake Mounted Installed in Turf	53	EA	929.00	\$49,237.00	\$ 1,515.00	\$ 80,295.00
29	L-125-6	New L-858(L) LED Sign, 3-Module	3	EA	7,022.00	\$21,066.00	\$ 11,430.00	\$ 34,290.00
BID ALTERNATE #1 TOTAL:						\$1,890,199.34		\$3,339,949.00

BID ALT 1: SEAL COAT OF TAXILANES TO APRONS HELO, 1,2, & 3 INSTREAD OF FULL DEPTH RECONSTRUCTION (IF SELECTED)								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL		
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$2,600.00	\$2,600.00	\$26,350.00	\$26,350.00
2	C-105	Mobilization (10% Maximum)	1	LS	\$3,200.00	\$3,200.00	\$3,860.00	\$3,860.00
3	P-101-5	Pavement Marking Removal	670	SF	\$11.60	\$7,772.00	\$29.00	\$19,430.00
4	P-608-1	Asphalt Surface Treatment	2200	SY	\$18.96	\$41,712.00	\$40.25	\$88,550.00
BID ALTERNATE 1 TOTAL =						\$55,284.00		\$138,190.00

BID ADDITIVE 1: DEMOLITION AND RELOCATION OF TAXIWAY 3								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL		
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$35,000.00	\$35,000.00	\$175,000.00	\$175,000.00
2	C-105	Mobilization (10% Maximum)	1	LS	\$37,120.00	\$37,120.00	\$150,000.00	\$150,000.00
3	C-102-4	Temporary Silt Fence (Installation, Maintenance, Removal)	1000	LF	\$4.50	\$4,500.00	\$6.30	\$6,300.00
4	C-102-5	Temporary Grassing including Seed, Lime, Fertilizer and Mulch	1.5	AC	\$1,000.00	\$1,500.00	\$4,220.00	\$6,330.00
5	P-101-3	Full Depth Pavement Removal	1700	SY	\$35.00	\$59,500.00	\$85.00	\$144,500.00
6	P-101-6	Remove Aircraft Tie-Downs	6	EA	\$300.00	\$1,800.00	\$1,150.00	\$6,900.00
7	P-152-2	Unsuitable Excavation (replace with backfill)	100	CY	\$100.00	\$10,000.00	\$470.00	\$47,000.00
8	P-152-3	Embankment in Place	850	CY	\$20.00	\$17,000.00	\$185.00	\$157,250.00
9	P-209-1	Crushed Aggregate Base Course (12" Depth)	640	CY	\$175.00	\$112,000.00	\$456.25	\$292,000.00
10	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	430	TON	\$549.50	\$236,285.00	\$549.50	\$236,285.00
11	P-602-1	Emulsified Asphalt Prime Coat	600	GAL	\$3.00	\$1,800.00	\$7.00	\$4,200.00
12	P-603-1	Emulsified Asphalt Tack Coat	130	GAL	\$3.00	\$390.00	\$3.00	\$390.00
13	P-620-1	Pavement Markings, Temporary, Yellow	700	SF	\$5.00	\$3,500.00	\$6.60	\$4,620.00
14	P-620-2	Pavement Markings, Permanent, Yellow, reflective, including microbicide	700	SF	\$5.00	\$3,500.00	\$4.85	\$3,395.00
15	P-620-3	Pavement Markings, Temporary, Black	1000	SF	\$5.00	\$5,000.00	\$1.05	\$1,050.00
16	P-620-4	Pavement Markings, Permanent, Black, including microbicide	1000	SF	\$4.00	\$4,000.00	\$1.05	\$1,050.00

BID TABULATION SHEET

OWNER: Oconee County Regional Airport

PROJECT: Taxiway Rehabilitation

LOCATION: Virtual Meeting hosted from Oconee County Office
415 South Pine Street
Walhalla, SC 29691

DATE: 22-Apr-25

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					KWEST GROUP, LLC		ROGERS GROUP, INC.	
Address:					8305 Fremont Pike Perrysburg, OH 43551		1880 S. Hwy 14 Greer, SC 29650	
License Number/Bid Bond					GA License No. 120118		GA License No. 119294	
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	T-901-1	Permanent Grassing (including seed, lime, fertilizer, and mulch)	1.5	AC	\$4,750.00	\$7,125.00	\$5,095.00	\$7,642.50
18	T-904-1	Sodding	600	SY	\$8.00	\$4,800.00	\$23.25	\$13,950.00
19	T-905-1	Topsoiling (stripping, stockpiling and final placement)	200	CY	\$74.69	\$14,938.00	\$150.00	\$30,000.00
20	L-105-1	Remove Existing Fixture for Reinstallation, Demolish Anchor/Foundation	17	EA	\$338.67	\$5,757.39	\$7,650.00	\$130,050.00
21	L-105-2	Remove Existing Sign for Reinstallation, Demolish Foundation	3	EA	\$3,483.27	\$10,449.81	\$8,335.00	\$25,005.00
22	L-105-3	Miscellaneous Electrical Demolition	1	LS	\$20,269.00	\$20,269.00	\$35,865.00	\$35,865.00
23	L-108-1	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank Or Conduit, Including Ground Rods	3000	LF	\$3.11	\$9,330.00	\$5.50	\$16,500.00
24	L-108-2	Trench for Cable Installation, including restoration	2600	LF	\$3.09	\$8,034.00	\$5.50	\$14,300.00
25	L-108-3	No. 8 AWG, 5 kV, L-824, Type C Cable	3900	LF	\$2.81	\$10,959.00	\$5.00	\$19,500.00
26	L-110-1	2 Way 2-inch Schedule 40 PVC Conduit - Concrete Encased	250	LF	\$97.50	\$24,375.00	\$628.00	\$157,000.00
27	L-115-1	Electrical Junction Can Plaza – 2 L-867D Base Cans	4	EA	\$6,457.00	\$25,828.00	\$11,425.00	\$45,700.00
28	L-125-1	New L-861T(L) LED Elevated Taxiway Edge Light – Base Mounted Installed in Turf	4	EA	\$2,040.00	\$8,160.00	\$3,610.00	\$14,440.00
29	L-125-2	New L-861T(L) LED Elevated Taxiway Edge Light – Stake Mounted Installed in Turf	32	EA	\$1,110.00	\$35,520.00	\$1,965.00	\$62,880.00
30	L-125-4	Relocated L-858 Sign, 1-Module on New Foundation	2	EA	\$4,109.00	\$8,218.00	\$7,275.00	\$14,550.00
31	L-125-5	Relocated L-858 Sign, 3-Module on New Foundation	1	EA	\$5,764.00	\$5,764.00	\$10,200.00	\$10,200.00
			BID ADDITIVE 1 SUBTOTAL=		\$732,422.20			\$1,833,852.50

BID TABULATION SHEET

OWNER: Oconee County Regional Airport

PROJECT: Taxiway Rehabilitation

LOCATION: Virtual Meeting hosted from Oconee County Office
415 South Pine Street
Walhalla, SC 29691

DATE: 22-Apr-25

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:					KWEST GROUP, LLC		ROGERS GROUP, INC.	
Address:					8305 Fremont Pike Perrysburg, OH 43551		1880 S. Hwy 14 Greer, SC 29650	
License Number/Bid Bond					GA License No. 120118		GA License No. 119294	
ITEM NO.	PAYMENT SPECIFICATION	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BID ADDITIVE 2: TAXIWAY A STUBOUT								
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL		
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$45,000.00	\$45,000.00	\$225,000.00	\$225,000.00
2	C-105	Mobilization (10% Maximum)	1	LS	\$54,600.00	\$54,600.00	\$100,000.00	\$100,000.00
3	C-102-5	Temporary Grassing including Seed, Lime, Fertilizer and Mulch	1	AC	\$1,000.00	\$1,000.00	\$6,050.00	\$6,050.00
4	C-102-6	Temporary Slope Drain	-175	LF	\$0.00	\$0.00	\$0.00	\$0.00
5	C-102-7	Erosion Control Matting Blanket (Installation, Maintenance)	2900	SY	\$8.00	\$23,200.00	\$5.00	\$14,500.00
6	C-102-8	Temporary Diversion Ditch and Rock Check Dams (Installation, Maintenance, Removal)	340	LF	\$7.00	\$2,380.00	\$200.00	\$68,000.00
7	P-101-7	Remove Existing Storm Drainage Structure, Complete	1	EA	\$1,500.00	\$1,500.00	\$6,750.00	\$6,750.00
8	P-101-8	Abandon in place Existing Storm Pipe, Complete	150	LF	\$55.00	\$8,250.00	\$75.00	\$11,250.00
9	P-152-1	Borrow Excavation	6300	CY	\$35.00	\$220,500.00	\$63.00	\$396,900.00
10	P-152-2	Unsuitable Excavation (replace with backfill)	10	CY	\$175.00	\$1,750.00	\$625.00	\$6,250.00
11	P-152-3	Embankment in Place	40	CY	\$15.00	\$600.00	\$217.00	\$8,680.00
12	P-209-1	Crushed Aggregate Base Course (12" Depth)	200	CY	\$175.00	\$35,000.00	\$640.00	\$128,000.00
13	P-401-1	Hot Mix Asphalt, Surface Course (4" Depth)	130	TON	\$1,050.00	\$136,500.00	\$1,050.00	\$136,500.00
14	P-602-1	Emulsified Asphalt Prime Coat	100	GAL	\$3.00	\$300.00	\$11.00	\$1,100.00
15	P-603-1	Emulsified Asphalt Tack Coat	40	GAL	\$3.00	\$120.00	\$3.00	\$120.00
16	P-620-1	Pavement Markings, Temporary, Yellow	200	SF	\$10.00	\$2,000.00	\$8.00	\$1,600.00
17	P-620-2	Pavement Markings, Permanent, Yellow, reflective, including microbicide	200	SF	\$10.00	\$2,000.00	\$6.00	\$1,200.00
18	T-901-1	Permanent Grassing (including seed, lime, fertilizer, and mulch)	1	AC	\$4,750.00	\$4,750.00	\$6,875.00	\$6,875.00
19	T-904-1	Sodding	125	SY	\$8.00	\$1,000.00	\$38.00	\$4,750.00
20	T-905-1	Topsoiling (stripping, stockpiling and final placement)	50	CY	\$93.42	\$4,671.00	\$275.00	\$13,750.00
21	L-108-1	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank Or Conduit, Including Ground Rod	900	LF	\$3.11	\$2,799.00	\$7.00	\$6,300.00
22	L-108-2	Trench for Cable Installation, including restoration	700	LF	\$3.09	\$2,163.00	\$7.00	\$4,900.00
23	L-108-3	No. 8 AWG, 5 kV, L-824, Type C Cable	800	LF	\$2.81	\$2,248.00	\$7.00	\$5,600.00
24	L-110-1	2 Way 2-inch Schedule 40 PVC Conduit - Concrete Encased	150	LF	\$97.50	\$14,625.00	\$890.00	\$133,500.00
25	L-125-2	New L-861T(L) LED Elevated Taxiway Edge Light – Stake Mounted Installed in Turf	-3	EA	\$1,110.00	-\$3,330.00	\$1,150.00	-\$3,450.00
26	L-125-7	L-853 Retroreflective Marker - Surface Mount	3	EA	\$385.00	\$1,155.00	\$1,090.00	\$3,270.00
			BID ADDITIVE 2 TOTAL =		\$564,781.00		\$1,287,395.00	



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
South Carolina

Atlanta Airports District Office:
1701 Columbia Ave., Suite 220
College Park, GA 30337

August 28, 2025

Amanda F Brock
County Administrator
415 South Pine Street
Walhalla, SC 29691

Dear Amanda F Brock:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-45-0016-037-2025 at Oconee County Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 12, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Parks Preston

Parks Preston (08/28/2025 12:03:47 EDT)

Parks Preston
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 28, 2025

Airport/Planning Area Oconee County Regional Airport

Airport Infrastructure Grant
Number 3-45-0016-037-2025

Unique Entity Identifier LSFWNJYNWJB4

TO: County of Oconee

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 01, 2025, for a grant of Federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway A (5,500 ft) - Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$4,721,724.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$4,721,724 for airport development

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project

costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 12, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the 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 and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC 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 <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 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.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 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 Sponsor is encouraged to:
 1. 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.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. Posting of contact information.

- a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. Provisions applicable to a recipient that is a private entity.

- a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

- a) Associated with the performance under this Grant; or
- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 10, 2008, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees 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 [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
 - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26 including any amendments thereto), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

36. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA 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.
 - b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and 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 FAA.
 - c. 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.
 - d. 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.
38. **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.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Parks Preston

Parks Preston (08/28/2025 12:03:47 EDT)

(Signature)

Parks Preston

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Oconee

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division I); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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, 37, and 40 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 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 49 U.S.C. § 47107(a)(16) and (x), 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. The airport owner or operator will maintain a current 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.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex 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 (**County of Oconee**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , 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, 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 01, 2025.

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.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 2, 2025

ITEM TITLE:

Title: Ardurra Group, Inc (formerly W.K. Dickson) Work Authorization #5

(Airport Taxiway Pavement Rehabilitation Construction Phase Services)

Department(s): Airport

Amount: FAA 95%: \$423,434.94

State 2.5%: \$ 11,143.03

County 2.5%: \$ 11,143.03

Project Award: \$445,721.00

Contingency 15%: \$ 66,858.15

Total Award: \$512,579.15

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: **\$512,579.15**

Project Cost: **\$512,579.15**

Balance: **\$0.00**

Finance Approval: _____

(AIP Project No. 3-45-0016-037-2025 & IJJA / AIG Project No. 3-45-0016-038-2025)

BACKGROUND DESCRIPTION:

On February 1, 2022, Council approved the award of RFP 21-08 for Professional Engineering and Consulting Services at the Oconee County Airport to W.K. Dickson & Company, Inc. of Columbia, SC, for a five-year term on an as-needed basis. In August 2024, W.K. Dickson merged with Ardurra Group, Inc., and all future work will be carried out under the Ardurra Group name.

The Oconee County Regional Airport now seeks to contract with Ardurra Group, Inc. (formerly W.K. Dickson) to provide professional services for Construction Administration (CA) and Construction Observation (CO) for the Airport Taxiway Pavement Rehabilitation Project.

- On May 5, 2023, Oconee County submitted a Taxiway Pavement Rehabilitation (Design/Bid) Project Application to the Federal Aviation Administration (FAA) for funding consideration under the Airport Improvement Program (AIP) and the Airport Bipartisan Law (BIL) / Airport Infrastructure Grant (AIG) programs.
- On July 31, 2023, Oconee County received Federal Aviation Administration (FAA) Grant Offer under the Airport Improvement Program Grant (AIP) Project No. 3-45-0016-035-2023 and the Airport Bipartisan Law (BIL) / Airport Infrastructure Grant (AIG) Project No. 3-45-0016-036-2023 for the Taxiway Pavement Rehabilitation (Design/Bid) Project.
- On August 15, 2023, Council approved the acceptance of Federal Aviation Administration (FAA) Airport Improvement Program Grant Offer Project No. 3-45-0016-035-2023, the Airport Infrastructure Grant Offer Project No. 3-45-0016-036-2023 for the Taxiway Pavement Rehabilitation (Design & Bidding) along with matching funds.
- On September 19, 2023, Council approved the award of Work Authorization #2 (WA #2) to W.K. Dickson, now operating as Ardurra Group, LLC. WA #2 includes professional services for project management, grant administration, preliminary engineering, design services and plan preparation (civil and electrical), surveying, geotechnical investigations, engineering design, permitting, and bid phase services.
- Ardurra Group, Inc. (formerly W.K. Dickson), has completed 100% of the design, bidding specifications, and plans for the Taxiway Pavement Rehabilitation project.
- On April 1, 2025 Council approved the submittal of an Airport Improvement Program (AIP) and Airport Bipartisan Law (BIL) / Airport Infrastructure Grant (AIG) to the Federal Aviation Administration (FAA) as well as an application for funding to the South Carolina Aviation Association (SCAA) for the Airport Taxiway Pavement Rehabilitation Construction Project. The FAA application(s) were officially submitted on July 3, 2025.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Ardurra Group, Inc. Work Authorization WA#5 in the amount of \$445,721.00, includes professional services for construction administration (CA) and construction observation (CO) for the Airport Runway Rehabilitation Construction project.

Staff is requesting a 15% contingency in the amount of \$66,858.15 to cover any engineering and construction monitoring for additional or unforeseen items that may come up during the project. If a change order is requested, it would be accepted by the FAA prior to being approved by the County.

SPECIAL CONSIDERATIONS OR CONCERNS:

The grant application(s) were submitted on July 3, 2025. On August 20, 2025 Oconee County Received a Grant Award Agreement for Infrastructure Investment and Jobs Act (IIJA) – Airport Infrastructure Grant (AIG) Project No. 3-45-0016-038-2025. This approval request is contingent on receipt of the Grant Award Letter for Airport Improvement Program (AIP) Grant Project No. 3-45-0016-037-20205 from the FAA.

The FAA will pay 95% (\$423,434.94) of these costs, the SCAC pays 2.5% (\$11,143.03) and the County pays a matching 2.5% (\$11,143.03). If a change order is requested and approved by the FAA, the FAA will pay 95%, the SCAC will pay 2.5% and the County will match 2.5% of said Change Order.

(Approval to accept grant funding is included on this Council Agenda)

ATTACHMENT(S):

1. Work Authorization #5 Ardurra Group, Inc.

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Work Authorization #5 from Ardurra Group, Inc. in the amount of \$445,721.00 with a 15% contingency of \$66,858.15, for a total award of \$512,579.15, pending receipt of grant award.
2. Authorize the County Administrator to execute all necessary documents related to this project and to approve any change orders within the approved contingency amount.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda C. Popham, Procurement Director Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

WORK AUTHORIZATION # 5

May 15, 2025

**IN ACCORDANCE WITH
GENERAL SERVICES AGREEMENT FOR PROFESSIONAL
SERVICES BETWEEN OWNER AND CONSULTANT**

Dated: February 2, 2022

**TAXIWAY PAVEMENT REHABILITATION
CONSTRUCTION PHASE SERVICES (AGREEMENT)**

Oconee County Airport (CEU), Seneca, South Carolina

This Work Authorization, made and entered into this ____ day of _____, 2025, by and between the OWNER:

Oconee County
415 South Pine Street,
Walhalla, South Carolina 29691

and the CONSULTANT:

Ardurra Group, Inc.
1320 Main Street, Suite 400
Columbia, South Carolina 29201

Amends the AGREEMENT executed by and between the parties hereto on the 2nd day of February 2022, into which this Work Authorization is hereby incorporated and made a part hereof, to specify the following:

Project Overview

The OWNER wishes the CONSULTANT to provide construction phase services including project management and grant administration, construction administration, construction observation (CA/CO), Quality Assurance Testing and Erosion Control Inspection services related to the construction of the rehabilitation and reconstruction of the Taxiway Pavement at the Oconee County Regional Airport (CEU). Design and bidding for this project was previously completed by the CONSULTANT as defined in Work Authorization #2 dated September 21, 2023. These services are described in further detail below. The improvements include the rehabilitation and reconstruction of TW A from A1 through A4, relocation of Taxiway A3 and a portion of the main apron as shown on the enclosed Exhibit A.

The OWNER also wishes the CONSULTANT to provide a 3-year Disadvantaged Business Enterprise (DBE) plan. This plan will provide the three-year DBE Overall Goal and Methodology for Oconee County Airport, based on projects proposed for fiscal years 2025 through 2027.

Oconee County Regional Airport (CEU)
Taxiway Pavement Rehab. Construction Phase
Work Authorization # 5

This scope of services is based on the anticipated project duration of 175 consecutive calendar days consisting of 30 days of preconstruction, 100 days of construction and 45 days for closeout.

Scope of Services

1. BASIC SERVICES

A. Project Management and Grant Administration

The CONSULTANT shall provide the following work tasks

- i. Project Formulation
 - a. Develop the necessary scopes of work and work authorizations.
 - b. Review Work Authorization with FAA and SCAC and address comments
- ii. Project Management
 - a. Routine Project Management Tasks (Invoicing, Scheduling, etc.)
 - b. Subconsultant invoice processing and management
 - c. Routine monthly coordination with OWNER for invoicing
- iii. Grant Management
 - a. Prepare pre-application and final grant application packages for FAA and SCAC
 - b. Coordinate with the Federal Aviation Administration (FAA) and the South Carolina Aviation Commission (SCAC).
 - c. Assist the OWNER with preparation of monthly grant draw requests to the FAA and SCAC, assume 7
 - d. Assist the OWNER with preparation of Quarterly reporting to the FAA.
 - e. Prepare Grant close-out documentation and submittal to FAA and SCAC.

B. Construction Administration (Civil)

The CONSULTANT will provide the following elements:

- i. Prepare conformed construction documents and publish Issued for Construction set
- ii. Prepare the conformed contract for routing to contractor. Review and recommend execution of the conformed contract to the OWNER.
- iii. Prepare and submit to the FAA for review and approval, a Construction Management Program in accordance with AC 150/5370-12B.
- iv. Prepare for, attend, and conduct one pre-construction meeting, including field review of construction elements and project sites and the subsequent preparation and distribution of meeting minutes.
- v. Prepare for, travel to, conduct and issue meeting minutes for, up to Eight (8) in person bi-weekly construction progress meetings. After each in-person progress meeting a

site visit will be conducted by an experienced and qualified design professional, to observe progress and quality of the executed work of Contractor and to determine in general if such work is proceeding in accordance with the contract documents.

- vi. Review and take appropriate action in respect to shop drawings, samples, results of tests and inspections and other data which each Contractor is required to submit.
- vii. Review and process contractor pay requests and recommend payment to OWNER.
- viii. Provide ongoing consultation to the OWNER regarding status of construction and facilitate communication with the contractor.
- ix. Provide ongoing coordination of work performed by subconsultants
- x. Review and provide responses to Request for Information (RFI's) submitted by the contractor.
- xi. Attend Pre-paving conference conducted by contractor.
- xii. Conduct site visit/inspections for critical construction milestones (e.g. inspection of milled pavement surface prior to paving, observation of test strip for Asphalt Pavement (P-401) inspection of taxiway prior to reopening).
- xiii. Make recommendations to the OWNER regarding contract change orders. Preparation of Change Order documents if required.
- xiv. Review contractor's initial project schedule and monitor construction progress.
- xv. Conduct a visit to determine if the Project is substantially complete determine if the work has been completed in accordance with the contract documents and determine if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the Contractor that the work is acceptable (subject to any conditions therein expressed). One initial inspection to be performed for each phase of the project
- xvi. Develop and distribute punch list inspection and site report to OWNER and Contractor. One inspection to be performed for each phase of the project
- xvii. Conduct a visit to determine if the Project is at final completion to determine if the work has been completed in accordance with the contract documents and determine if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the Contractor that the work is acceptable (subject to any conditions therein expressed). One final inspection to be performed for each phase of the project
- xviii. Review contractor's final pay application & required project close-out documents. Provided all punch list items are properly addressed by the contractor, recommend payment of final pay application to the contractor by the OWNER.
- xix. Coordinate the compiling Final Engineer Report and As-built/Record Drawings.

C. Construction Administration (Electrical)

Construction Administration for electrical work items will be provided by a subconsultant, Walls Engineering, PLLC. to the CONSULTANT and will include the following:

- i. Attend bi-weekly meetings virtually, assume 8 meetings
- ii. Review and take appropriate action in respect to electrical related shop drawings, samples, results of tests and inspections and other data which each Contractor is required to submit.
- iii. Review and provide responses to electrical related Request for Information (RFI's) submitted by the contractor.
- iv. Conduct two (2) site visit/inspections with OWNER for visual review of construction activities
- v. Make recommendations to the CONSULTANT regarding contract change orders.
- vi. Attend the pre-final inspection.
- vii. Prepare an inspection report and punch list for electrical work items.
- viii. Attended final inspection.

Additional details for this element of work may be found in Attachment C.

D. DBE Plan 3-year Update

Consultant will prepare a Three-Year DBE Plan Update. This task includes planning services required by the FAA to develop the updated three-year DBE Overall Goal and Methodology for Oconee County Airport, based on projects proposed for fiscal years 2025 through 2027. Subtasks associated with this work generally include the following:

- i. Develop FY 2025-2027 Goals & Methodology;
- ii. Develop narrative text to update administrative document;
- iii. Compile available historic bid info & other DBE-related documents;
- iv. Prepare preliminary engineering cost estimates for FY 2025-2027 projects;
- v. Review proposed goal & methodology with Sponsor;
- vi. Coordinate submittal to FAA Civil Rights Office, their review & approval.

This task has a separate timeline from the other Taxiway Rehabilitation work defined within this Work Authorization. Anticipated schedule for this work is three months from the notice to proceed to realizing FAA Civil Rights Office approval.

2. SPECIAL SERVICES

A. Construction Observation (CO) / Resident Project Representative (RPR)

The CONSULTANT is to provide the following elements:

- i. Provide a full-time representative to perform on-site construction observation of the proposed construction activities (i.e., resident project representative services) for a duration of 100 calendar days (10 hours per workday/5 workdays per week).

- ii. The responsibilities and limitations of the CO/RPR services shall conform to Section IV of the AGREEMENT.
- iii. Attend pre-construction meeting, including review of construction elements and project sites.
- iv. Prepare daily construction observation reports.
- v. Conduct wage rate interviews of contractor and subcontractor personnel.
- vi. Attend bi-weekly construction progress meetings, two (2) meetings per month are accounted for in this scope of work.
- vii. Review completed pay item quantities with contractor prior to contractor's submittal of a pay request.
- viii. Monitor contractor's project schedule.
- ix. Attend a pre-final inspection.
- x. Assist with preparation of inspection report and final punch list.
- xi. Attend a final inspection to confirm all punch list items have been addressed.

B. Quality Assurance Testing

The CONSULTANT shall provide quality assurance testing for the proposed construction. Testing shall be conducted and documented in accordance with the construction contract for embankment (P-152), subbase (P-154), aggregate base course material (P-209) and asphalt pavement (P-401). Services shall include testing of the following items:

- i. Excavation and Embankment (P-152)
- ii. Aggregate Base Course (P-209)
- iii. Asphalt Paving (P-401)

This service shall be completed by a sub consultant to the CONSULTANT, S&ME, Inc. Additional details for this element of work may be found in Attachment D.

C. Erosion Control Inspection & Reporting

The CONSULTANT shall provide the following services to support compliance with the project Erosion and Sedimentation Control Permit issued by SCDES.

- i. Provide notification to SCHEC prior to start of construction indicating start of work and anticipated project schedule.
- ii. Conduct weekly erosion control inspection and reporting for a duration of 100 calendar days. Erosion control inspections will be performed weekly by a Certified Erosion Prevention & Sediment Control Inspector (CEPSCI).
- iii. Report inspection findings to the contractor when issues requiring corrective actions are observed.
- iv. Conduct site visits to observe the completion of corrective actions.
- v. Communicate with the contractor to collect information needed to document the completion of corrective actions.
- vi. Upon completion of construction, submit request for permit termination and close out to SCDES.

to SCDES.

This service shall be completed by a sub consultant to the CONSULTANT, S&ME, Inc. Additional details for this element of work may be found in Attachment D.

DELIVERABLES: The CONSULTANT will provide the following project deliverables to the OWNER:

1. Copy of Final Inspection Report and Punchlist
2. Photos of completed project
3. Final Report of Construction, and as-builts drawings

FEE SCHEDULE

1. BASIC SERVICES

A. Project Management & Grant Admin.	Lump Sum	\$ 33,007.00
B. Construction Administration (Civil)	Lump Sum	\$ 161,114.00
C. Construction Administration (Electrical)	HNTE	\$ 35,645.00
D. DBE 3-Year Update	Lump Sum	\$ 15,242.00
<u>Basic Services Subtotal</u>		<u>\$245,008.00</u>

2. SPECIAL SERVICES

A. Construction Observation	HNTE	\$128,571.00
B. Quality Assurance Testing	Cost	\$59,749.00
C. Erosion Control Inspection & Reporting	Cost	\$12,393.00
<u>Special Services Subtotal</u>		<u>\$ 200,713.00</u>

WORK AUTHORIZATION # 5 TOTAL **\$445,721.00**

COMPENSATION

The total fee of all work and expenses is in the amount of **\$445,721.00**. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

PROJECT SCHEDULE

The timing of the project is dependent upon FAA funding and availability of the selected General Oconee County Regional Airport (CEU) Taxiway Pavement Rehab. Construction Phase Work Authorization # 5

for the execution of the defined project tasks. Work task durations and level of effort are an estimate and reflect what is typical and standard for this type of construction project. This scope assumes typical preconstruction coordination with the Owner and Contractor for a duration of approximately 30 days prior to Notice to Proceed (NTP), 100 calendar days of construction and 45 days after the completion of construction for coordination with the Owner and Contractor for completion of punch list work and preparation of contract and grant close out documentation.

Project factors such as the availability of labor, materials, and the selected contractor's ability to complete the work within the approved project schedule is outside the control of the CONSULTANT.

ADDITIONAL SERVICES

The OWNER shall pay the CONSULTANT for additional services, which are not specifically called for in the above Scope of Services, in accordance with the CONSULTANT'S rate schedule in effect at the time; and will be subject to prior approval by the OWNER.

All services and compensation under this Work Authorization No. 5 shall be in accordance with the Master Agreement (Contract for Professional Services) dated February 2, 2022.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

CONSULTANT:

OCONEE COUNTY, SOUTH CAROLINA

ARDURRA, INC.

By: _____

By: _____
Christopher Birkmeyer, P.E.
Aviation South Group Leader

Date: _____

Date: _____

List of Attachments

Exhibit A: Project Exhibit

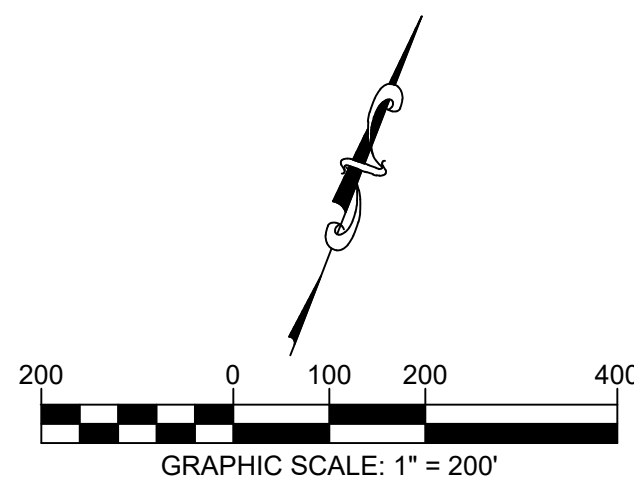
Attachment A: Hour Summary and Fee Estimate

Attachment B: Expense Summary

Attachment C: Subconsultant Proposal for Electrical Construction Administration

Attachment D: Subconsultant Proposal for Quality Assurance and Erosion Control Inspection

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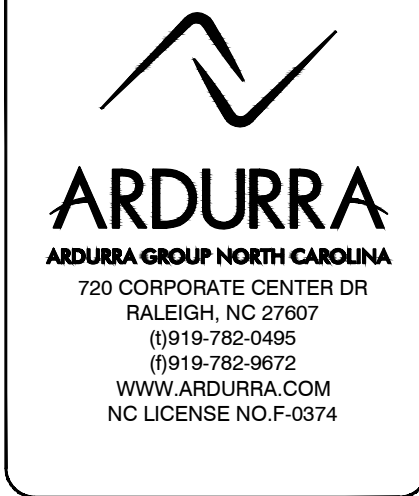
TAXIWAY REHABILITATION	
TAXIWAY CONNECTOR SEAL COAT	
TAXIWAY CONNECTOR REMOVAL TO ADDRESS DIRECT CONNECTION	
RELOCATED TAXIWAY CONNECTOR TO ADDRESS DIRECT CONNECTION	

[illegible]

PROJECT NAME: OCONEE COUNTY REGIONAL AIRPORT (CEU)
SENECA, SOUTH CAROLINA

DRAWING TITLE: TAXIWAY PAVEMENT REHABILITATION
PROJECT EXHIBIT

PROJ. MGR.:	JPK
DESIGN BY:	AC
DRAWN BY:	CDH
PROJ. DATE:	JUNE 2025
DRAWING NUMBER:	
EXHIBIT A	
WKD PROJ. NO.:	
202309700.01.RA	



PROFESSIONAL SEAL

ATTACHMENT 'A'

PROJECT DESCRIPTION: CEU Taxiway Pavement Rehab (Construction Phase)					DATE PREPARED: 06-10-2025					
PREPARED BY: Kristopher Erwin & Jason Kennedy / Ardurra Group, Inc.					WBS NUMBER:					
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications								
		Principal	Senior Project Manager	Project Manager	Aviation Engineer	Senior Designer	Aviation Planner	Construction Observer	Admin.	SUB-TOTAL
Basic Services										
	A. Project Management and Grant Administration Estimated duration 30 days pre-con,100 calendar days, 45 days closeout - 175 days/6 months/ 25 weeks									
a	Project Formulation									
i.	Develop Work Authorization	2	2	4					4	\$ 2,572.25
i.	Work Authorization review with FAA & SCAC and addressing comments	2	2	2					2	\$ 1,887.53
b	Project Management									
i.	Routine Management Tasks (Invoicing, Scheduling, etc)	8	2	12					6	\$ 6,756.33
ii.	Subconsultant Management for invoicing			12					12	\$ 4,108.33
iii.	Routine monthly coordination with OWNER for invoicing		12						3	\$ 3,303.94
c	Grant Management									
i.	Prepare pre-application and final grant application packages		1	8			4		2	\$ 2,873.71
ii.	Coordination with FAA and SCAC		1	4						\$ 1,161.91
iii.	Monthly Grant Draw Requests (7)		1	8			14			\$ 4,070.46
iv.	Assist with Quarterly Grant Reporting		1	1			4			\$ 1,045.26
v.	Grant Close-out Documentation	1	2	8			12			\$ 4,387.07
	Task Subtotal	13	24	59	0	0	34	0	29	\$ 32,166.80
B. Construction Administration (Civil) Estimate Duration 175 days (30 days preconstruction, 100 Construction, 45 Days closeout: 6 months)										
i.	Prepare conformed construction documents and publish Issued for Construction set			8	20	40			2	\$ 12,843.09
ii.	Prepare conformed construction contract, recommend execution by owner			2					2	\$ 684.72
iii.	Preparation of Construction Management Program (5370-12B)	2		8	30				6	\$ 9,401.30
iv.	Prepare, Attend, Conduct and Issue Minutes for One (1) Pre-Con Meeting			8	4				2	\$ 2,881.29
v.	Routine Progress Mtg, Prep, conduct, Issue Minutes (8 meetings)			80	16					\$ 21,596.02
vi.	Shop Drawing Review (assume 25)			8	50					\$ 12,131.10
vii.	Review Contractor Pay Request (assumes 6)			6	18				14	\$ 6,671.50
viii.	Ongoing Consultation to the Owner throughout Construction (4 hours/week)	4		60						\$ 15,142.67
ix.	Coordination of work preformed by subconsultants	2		30	8					\$ 9,219.51
x.	Review and Response to Contractor RFIs (assume 10)			8	30					\$ 8,010.65
xi.	Attend two Pre-paving conference conducted by Contractor (one for each phase)			16	4					\$ 4,484.02
xii.	Conduct site visits for critical construction milestones (assumes 2)			16	16					\$ 6,956.29
xiii.	Change Order, recommendations and document preparation (assume 2)	4		16	24				8	\$ 10,931.32
xiv.	Review Contractor's project schedule and monitor through construction			20						\$ 4,574.91
xv.	Conduct pre-final inspection (1 inspection per phase,(2 inspections)			12	12					\$ 5,217.22
xvi.	Prepare and distribute pre-final inspection report and punch list (2 inspections)			2	8					\$ 2,105.67
xvii.	Conduct final inspection (1 inspection per phase) (2 inspections)			12	12					\$ 5,217.22
xviii.	Review Contractors Final Pay Request and required close out documents			4					4	\$ 1,369.44
xix.	Project & Grant close out documentation (Record Drawings and Final Report)	2		12	20	40			10	\$ 15,375.96
	Task Subtotal	14	0	328	272	80	0	0	48	\$ 154,813.91

	C. Construction Administration (Electrical)									
	Construction Administration	See Proposal								\$ 35,645.00
	Task Subtotal	0	0	0	0	0	0	0	0	\$ 35,645.00
	D. DBE 3-Yr Update									
i.	Develop FY 2025-2027 Goals & Methodology	2	6				18		8	\$ 5,662.59
ii.	Develop Narrative Document to Update		2				8		2	\$ 1,860.26
iii.	Compile Historic Bid Info & Other DBE Related Documents		2			2	4		2	\$ 1,623.94
iv.	Prepare Preliminary Engineering Cost Ests. for FY 2025-2027 Projects		2			6	2			\$ 1,778.46
v.	Review Proposed Goal & Methodology with OWNER		6				4			\$ 2,051.14
vi.	Coordinate Submittal to FAA Civil Rights Office, Their Review & Approval	2	4				4			\$ 2,266.25
	Task Subtotal	4	22	0	0	8	40	0	12	\$ 15,242.65
	Special Services									
	A. Construction Observation/ Resident Project Representative (RPR)									
i.	Full Time RPR 100 calendar days, 15 weeks, 50hr/week							750		\$ 109,070.82
	Task Subtotal	0	0	0	0	0	0	750	0	\$ 109,070.82
	B. Quality Assurance Testing									
i.	Quality Assurance Testing (S&ME)	See Proposal								\$ 59,748.60
	Task Subtotal	0	0	0	0	0	0	0	0	\$ 59,748.60
	C. Erosion Control Inspections & Reporting									
i.	Erosion Control Inspections & Reporting	See Proposal								\$ 12,393.00
	Task Subtotal	0	0	0	0	0	0	0	0	\$ 12,393.00
	TOTAL HOURS/CATEGORY:	31.00	46.00	387.00	272.00	88.00	74.00	750.00	89.00	\$ 419,080.78
	RATES PER HOUR:	\$ 117.00	\$ 81.50	\$ 75.50	\$ 68.00	\$ 55.00	\$ 47.00	\$ 48.00	\$ 37.50	
	PAYROLL BURDEN:	\$ 3,627.00	\$ 3,749.00	\$ 29,218.50	\$ 18,496.00	\$ 4,840.00	\$ 3,478.00	\$ 36,000.00	\$ 3,337.50	
	TOTAL WORK HOURS:	1,737.00								
	TOTAL PAYROLL BURDEN:	\$ 102,746.00								
	GENERAL OVERHEAD @ 172.51%:	\$ 177,247.12								
	Cost of Capital @ 0.44 %	\$ 452.08								
	PAYROLL SUBTOTAL:	\$ 280,445.21								
	COMPARATIVE FEE @ 11%:	\$ 30,848.97								
	TOTAL:	\$ 311,294.18								
	DIRECT EXPENSES:	\$ 26,640.00								
	PRIME GRAND TOTAL:	\$ 337,934.18								
	SUBCONSULTANT TOTAL	\$ 107,786.60								
	GRAND TOTAL:	\$ 445,720.78								

Task Breakdown

Basic

A. Project Management and Grant Administration

\$ 32,166.80

\$ 840.00

\$ 33,007.00

B. Construction Administration (Civil)

\$ 154,813.91

\$ 6,300.00

\$ 161,114.00

C. Construction Administration (Electrical)

\$ 35,645.00

\$ -

\$ 35,645.00

D. DBE 3-Yr Update

\$ 15,242.65

\$ 15,242.00

Special

A. Construction Observation (RPR)

\$ 109,070.82

\$ 19,500.00

\$ 128,571.00

B. Quality Assurance Testing

\$ 59,748.60

\$ -

\$ 59,749.00

C. Erosion Control Inspections and Reporting

\$ 12,393.00

\$ -

\$ 12,393.00

GRAND TOTAL \$ 445,721.00

ATTACHMENT 'B' - DIRECT EXPENSES							
PROJECT DESCRIPTION: CEU Runway Pavement Rehab (Construction Phase)							
PREPARED BY: Kristopher Erwin & Jason Kennedy / Ardurra Group, Inc.							
WBS NUMBER:							
DATE PREPARED: 06-10-2025							
GENERAL PROJECT WORK:	ITEM	QTY	DESCRIPTION		UNIT COST		
DIRECT EXPENSES	<u>I. BASIC SERVICES</u>						
	A. Project Management and Grant Admin.						
		2 Trip(s) @	600 miles @		\$0.700	\$840.00	
		A. Project Management and Grant Admin.				\$840.00	
	B. Construction Administration*						
	Pre Construction Meeting	1 Trip(s) @	600 miles @		\$0.700	\$420.00	
	Progress Meetings	8 Trip(s) @	600 miles @		\$0.700	\$3,360.00	
	Pre-Paving Meeting	1 Trip(s) @	600 miles @		\$0.700	\$420.00	
	Site Visits for construction Milestones	3 Trip(s) @	600 miles @		\$0.700	\$1,260.00	
	Pre-Final Inspection	1 Trip(s) @	600 miles @		\$0.700	\$420.00	
	Final Inspection	1 Trip(s) @	600 miles @		\$0.700	\$420.00	
	<i>*All Trips reflect Raleigh, NC office to CEU unless noted otherwise</i>						
		B. Construction Administration				\$6,300.00	
	<u>II. SPECIAL SERVICES</u>						
	A. Construction Observation/ Resident Project Representative (RPR)						
	Full Time RPR for 100 Days, 15 weeks at 50 hr/week						
	Weekly Travel to/from the site	15 Trip(s) @	250 miles @		\$0.700	\$2,625.00	
	Weekly Travel at the site	15 Trip(s) @	50 miles @		\$0.700	\$525.00	
	Hotel(5 nights /week)	75 Nights of Lodging			\$150.00	\$11,250.00	
	Per Diem	75 Days			\$68.00	\$5,100.00	
		A. Construction Observation/ Resident Project Representative				\$19,500.00	
	DIRECT EXPENSES TOTAL						\$26,640.00
SUBCONSULTANT EXPENSES	<u>Subconsultant Expenses</u>						
	Construction Administration (Electrical)				\$	35,645.00	
	Quality Assurance Testing				\$	59,748.60	
	Erosion Control Inspections				\$	12,393.00	
SUBCONSULTANT EXPENSES TOTAL					\$	107,786.60	



Scope of Services

Oconee County Regional Airport
Taxiway Pavement Rehabilitation
Electrical Construction Admin

Electrical Construction Administration Support

- A. **CONSTRUCTION ADMINISTRATION (CA):** Construction Administration services for the project will be provided by the CONSULTANT. Construction Administration services shall include the following:
- Complete Two (2) site visits with the OWNER to review construction. The site visit will be a visual review of the construction activities.
 - Attend bi-weekly construction progress meetings virtually throughout the duration of the project (8 meetings anticipated).
 - Review and respond (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit (10 submittals anticipated).
 - Review and respond to request for information from the Contractor (3 RFIs accounted for).
 - Recommend to WKD change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings from proposed order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. In collaboration with WKD, coordinate Review of change orders and Supplemental agreements with the SCDOT Airport Project Manager (APM) for acceptance and concurrence regarding grant assurances and eligibility prior to execution (2 Change Orders Accounted for).
 - Attend Pre-final and final walk through at or near the end of the project as scheduled by the Airport / WKD.
- B. **MISCELLANEOUS**
1. All work not specifically stated in this scope of work is excluded. For clarity, a list of exclusions is shown below:
 - a. Any permitting
 - b. Electrical Construction Inspection Services
 - c. Sub-Surface evaluation of electrical items
 - d. Electrical Testing
- The above list is not all-inclusive.
- C. **DELIVERABLES**
- Field reports during site visits during construction



Scope of Services
Oconee County Regional Airport
Taxiway Pavement Rehabilitation
Electrical Construction Admin

- Reviewed electrical shop drawings
- Responded to RFIs
- Change Order documents, as required
- Electrical Punchlist
- Record drawings – DWG Format and PDF format

D. PROJECT FEE

The total fee to perform the scope of services described herein is ***shown in the attached*** man-hour / task break and will billed hourly not to exceed.

END OF SCOPE OF SERVICES

Oconee County Regional Airport
Taxiway Pavement Rehabilitation
Electrical Construction Admin



Electrical - REV(0)

4/30/2025

DESCRIPTION	PROJECT MANAGER		ENGINEER		Design Engineer		Admin		Total Labor	
	Rate: \$ 195		Rate: \$ 175		Rate: \$ 150		Rate: \$ 105			
	MH	COST	MH	COST	MH	COST	MH	COST	MH	COST
Construction Admin Support										
Review and provide responses to electrical Request for Information (RFI's) submitted by the contractor (3 RFIs Accounted For)	1	\$195.00	12	\$2,100.00	8	\$1,200.00	0	\$0.00		\$3,495.00
Review and process electrical shop drawing submittals (10 Submittals Anticipated)	1	\$195.00	20	\$3,500.00	8	\$1,200.00	0	\$0.00		\$4,895.00
Conduct site visit/inspections on an as needed basis (2-site visits)	1	\$195.00	16	\$2,800.00	8	\$1,200.00	0	\$0.00		\$4,195.00
Virtual Construction Progress Meetings (8 Meetings - Biweekly)	4	\$780.00	12	\$2,100.00	8	\$1,200.00	0	\$0.00		\$4,080.00
Attended final inspection with Inspection Report	1	\$195.00	12	\$2,100.00	8	\$1,200.00	0	\$0.00		\$3,495.00
Provide consultation to the OWNER, as needed, regarding electrical work items and facilitate communication with the contractor.	1	\$195.00	12	\$2,100.00	0	\$0.00	0	\$0.00		\$2,295.00
Prepare an inspection report and punch list for electrical work items.	1	\$195.00	12	\$2,100.00	0	\$0.00	0	\$0.00		\$2,295.00
Attend the pre-final inspection, if required.	0	\$0.00	12	\$2,100.00	0	\$0.00	0	\$0.00		\$2,100.00
Make recommendations to the OWNER regarding contract change orders (2 Change Orders Accounted For)	1	\$195.00	12	\$2,100.00	20	\$3,000.00	0	\$0.00		\$5,295.00
Record Drawings	1	\$195.00	6	\$1,050.00	12	\$1,800.00	0	\$0.00		\$3,045.00
	12	\$ 2,340	126	\$ 22,050	72	\$ 10,800	0	\$ -		
Direct Expenses										
Printing				\$ -					Total Labor	\$ 35,190.00
Travel - 2 trips (325 mi per trip at 70-cents per mile)				\$ 455.00					Direct Expenses	\$ 455.00
Direct Expenses Subtotal				\$ 455.00						
									Total	\$ 35,645.00

Walls Engineering,pllc

CLASSIFICATION	RAW RATE	BREAKEVEN MULTIPLIER	PROFIT	HOURLY RATE
PROJECT MANAGER	\$70.32	2.521	10%	\$195.00
ENGINEER	\$63.11	2.521	10%	\$175.00
DESIGN ENGINEER	\$54.09	2.521	10%	\$150.00
ADMIN.	\$37.86	2.521	10%	\$105.00



March 19, 2025

WK Dickson & Co., Inc.
1350 Church Street Ext. NE, Suite 200
Marietta, Georgia 30060

Attention: Mr. Kris Erwin, P.E.

Reference: **Proposal for Quality Assurance Testing
CEU – Taxiway A Pavement Rehabilitation**
Oconee County Regional Airport (CEU)
Seneca, Oconee County, South Carolina
S&ME Proposal No. 25600215

Dear Mr. Erwin:

S&ME, Inc. appreciates the opportunity to submit this proposal to provide Quality Assurance Testing Services ("QA"-level construction materials testing) for the referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, and presents the estimated probable cost for our services (based on established unit rates that will apply).

◆ Project Information

Our understanding of the project is based on the following information:

- Email between Mr. Kris Erwin, P.E. with WK Dickson and Mr. Gant Taylor, P.E. with S&ME on March 15, 2025; and
- Issue for 100% Design Progress Set by WK Dickson, dated February 2025.

From our correspondence and review of the referenced material, we understand Oconee County Regional Airport (CEU) is planning to rehabilitate the primary taxiway system. The components of the project will include pavement rehabilitation of the parallel taxiway and associated connectors. The taxiway is approximately 4,800 feet in length, primary connectors are roughly 240 feet long, and secondary connectors to aprons are 80 feet long. The project primarily consists of asphalt paving (FAA P-401), P-209 stone base course placement (P-209), and some grading work along the taxiway shoulders (P-152).

We understand this portion of work has around 100 calendar days for the Base Bid work.

◆ Scope of Services

Based on the provided project documents, we anticipate the following services may be required. Following is a general description of each of the services proposed. Testing will be performed in general accordance with the applicable ASTM/FAA and/or industry standards, unless noted otherwise. We will coordinate our site visits for testing with the RPR, Contractor, and the Contractor's QC firm.



Excavation, Subgrade, and Embankment [P-152]

Our services related to the excavation, subgrade, and embankment can include the following:

- Perform density testing in accordance with ASTM D 1557 and/or ASTM D6938;
- Perform modified Proctor (ASTM D1557) laboratory testing per each soil type based on visual classification; and
- Observe proofrolling operations of the soil subgrade as required by the project specifications.

Please note, S&ME will not be responsible for surveying the Embankment for grade acceptance.

Crushed Aggregate Base Course [P-209]

Our services related to the crushed aggregate base course can include the following:

- Observe and review the contractor's thickness measurements;
- Perform laboratory testing in accordance with ASTM D1557 and ASTM C136; and
- Perform density testing in accordance with ASTM D 1556 and/or ASTM D6938.

Asphalt Mix Pavement [P-401]

Our services related to the asphalt pavement courses can include the following:

- **Quality Assurance Observations and Testing of Asphalt Pavements:** We have assumed the following services will be needed during asphalt placement:
 - Our personnel can be present at the contractor's asphalt laboratory during production of the P-401 HMA products. We can observe as the contractor runs the required tests during each day's production and perform the specified sampling and testing procedures for quality assurance.
 - Our personnel can be present at the taxiway during asphalt placement to observe ambient air temperature, asphalt temperature, lift thickness, and compaction effort of the asphalt.
- **Control Strip:** We have assumed that the control strip will be performed by the contractor several days prior to production and that our personnel will be present at the plant and at the placement location to perform specified sampling and testing.

Erosion Control Monitoring Services

S&ME will perform stormwater control inspection work in accordance with the requirements of SCDHEC NPDES General Permit for Stormwater Discharges From Construction Activities (Permit No. SCR100000) issued January 29, 2021. It should be noted that this proposal only covers the inspection requirements of the permit which are found in Section 4.20 of this Permit and specifically excludes other requirements of the permit. S&ME will perform an inspection at least once every calendar week of erosion control measures on the project site as indicated on the Stormwater Pollution Plan (SWPPP) and within 24 hours of the end of a storm event of 0.5 inches or greater, as recommended by SCDHEC. S&ME should be scheduled by the contractor of a qualifying rain event in excess of 0.50 inches. Our field reports will be available for review in a binder on site. A representative of the General



**Proposal for Quality Assurance Testing
CEU – Taxiway A Pavement Rehabilitation**

Oconee County Regional Airport
Seneca, Oconee County, South Carolina
S&ME Proposal No. 25600215

Contractor will be informed of deficiencies noted during the inspections. Our inspections will continue until final stabilization is achieved on pertinent areas of the project site. For each inspection we will complete an inspection report. At a minimum, the inspection report will include:

- ◆ The inspection date;
- ◆ Names, titles, and, if not previously given in an inspection report, the qualifications of personnel making the inspection, unless those qualifications change;
- ◆ Weather information for the period since the last inspection (or since commencement of construction activity if the first inspection) including a reasonable estimate of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches), and knowledge of discharge occurrence;
- ◆ Weather information and a description of any discharges occurring at the time of the inspection;
- ◆ Location(s) of discharges of sediment or other debris from the site;
- ◆ Location(s) of Best Management Practices (BMPs) that need maintenance;
- ◆ Location(s) of BMPs that failed to operate as designed or are inadequate for a particular location;
- ◆ Location(s) where additional BMPs are needed that did not exist at the time of inspection;
- ◆ Corrective action required including any changes to the SWPPP necessary and implementation dates;
- ◆ Site Name, Operator Name, and permit number; and
- ◆ Assessment that all BMP's and stormwater controls identified in the OS-SWPPP have been installed and are operating as designed.

Site Meeting Attendance

- **Pre-Paving Meeting:** We understand that a pre-paving meeting will be held and that S&ME will be requested to attend this meeting.
- **Progress Meetings:** We understand that S&ME will be requested to attend periodic progress meetings (expected to be bi-monthly, with possible virtual attendance).
- **Punchlist Meetings:** We understand that S&ME will be requested to attend punchlist walkthroughs on-site (two meetings are expected).
- **Geotechnical Review:** We will review and advise on Geotechnical related shop drawings and RFIs.

This scope of services should be reviewed by the Design Professional in Charge to confirm that it meets their requirements. If additional services beyond those described in this proposal are required, we can prepare an addendum to this proposal describing those services.

◆ REPORTING

Field reports will be prepared by our technicians and draft copies can be provided to the on-site representative daily if requested. Our report formats follow the general requirements of the applicable ASTM standard. Formal reports summarizing our test results will be distributed according to a project distribution list directed by the client after our Project Manager has reviewed them.



◆ EXCLUDED SERVICES

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal. Some of these services can be performed by S&ME if desired; however, a separate or revised proposal for these services would be required.

- Directing of any contractor's or subcontractor's work.
- Any aspect of site safety other than safety of S&ME employees.
- Environmental Services.
- Quality Control Testing (provided by Contractor).

◆ CLIENT RESPONSIBILITIES

We ask that you be responsible for the following:

1. **Scheduling:** Provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum 24-hour notice for our services.

When our services will be needed on weekends and/or holidays (Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 48-hour notification.

2. **Report Distribution:** Provide us with all applicable names and addresses for report distribution.

◆ SCHEDULE

We anticipate that our services will be performed on both a full-time and part-time on-call basis for the operations outline above. Scheduling should be made through the S&ME project manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work.

For our correspondence with Mr. Erwin, we understand construction is scheduled to begin in late August / early September 2025, with a 100 calendar day duration. The construction will be performed during daytime hours and be performed in two phases. For estimation of erosion control inspections, we will perform them on a weekly basis and after each ½ inch rainfall event, estimated at one additional trip per two weeks throughout the construction process, which is an assumed 20-week time period, for a total of 30 inspections.

We request that a minimum one-week notification be provided whenever our initial services are needed so that we may coordinate our field personnel to meet your specific needs. We request at least a one-day notice when part-time, on call work is needed. If our services will be needed during off-hours (between 7:00 pm and 7:00 am) and/or on holidays (Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 48-hour notification.



S&ME will not be responsible for any damages caused by construction delays that are related to inadequate notice, improper scheduling, or for work performed by the Contractor without our presence.

◆ COMPENSATION

Based on the scope of services we have outlined above, we have developed a fee estimate. Time schedules used to develop this fee estimate were based on the provided information. We estimate a budget allowance on the order of **\$72,141.60** will be required.

We have enclosed a Fee Schedule that would be appropriate for the proposed services. Units used will be billed in accordance with our Fee Schedule provided. The estimated units used for the proposed budget are outlined on the attached Estimate of Probable Cost. The budget allowance is approximate and may vary depending on final construction schedules, which may be affected by weather and/or scheduling by the contractor. In addition, any re-testing required as a result of non-compliance items, inadequate scheduling, or testing not outlined in this proposal, including those from design changes, will affect this cost estimate.

◆ AUTHORIZATION

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

This proposal was sent to you via email. If you elect to accept our proposal by return email, then please reference this proposal number and date. Your email acceptance will serve as representation to S&ME that you have reviewed the proposal and associated Agreement for Services (AS-071) and hereby accept both as written.

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.



**Proposal for Quality Assurance Testing
CEU – Taxiway A Pavement Rehabilitation**

Oconee County Regional Airport
Seneca, Oconee County, South Carolina
S&ME Proposal No. 25600215

◆ **CLOSING**

We appreciate the opportunity to provide this proposal to you. If you have any questions regarding the services we have outlined above, please do not hesitate to contact us at (864) 297-9944.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "Kyle D. Anderson".

Kyle D. Anderson, P.E.
Project Manager

A handwritten signature in blue ink that reads "Gant M. Taylor".

Gant M. Taylor, P.E.
Senior Engineer

Attachments: Fee Schedule
Estimate of Probable Cost
Agreement for Services Form (AS-071)

2025 S&ME UNIT RATE FEE SCHEDULE
CONSTRUCTION TESTING SERVICES
Greenville / Spartanburg, SC

PROFESSIONAL SERVICES

1	Associate Staff Professional, regular time, per hour.....	\$95.00
2	Staff Professional, regular time, per hour.....	\$135.00
3	Project Manager, regular time, per hour.....	\$155.00
4	Senior Engineer, regular time, per hour.....	\$185.00
5	Principal Engineer, regular time, per hour.....	\$210.00
6	Field Services Coordinator, regular time, per hour.....	\$135.00
7	Secretarial Services, regular time, per hour.....	\$75.00
8	Erosion Control Inspector, per hour.....	\$85.00

TECHNICIAN SERVICES

1	Special Inspector / Engineering Technician.....	\$70.00
2	Senior Special Inspector / Engineering Technician.....	\$70.00
3	Metals Technician / Special Inspector (Wood, Steel) regular time, per hour.....	\$105.00

MATERIAL TESTING SERVICES

1	Standard Proctor Compaction Test (ASTM D698), each.....	\$195.00
2	Modified Proctor Compaction Test (ASTM D1557), each.....	\$225.00
3	ABC Stone Proctor Compaction Test, each.....	\$225.00
4	ABC Stone Gradation, each.....	\$175.00
5	Grain Size Tests (Wash 200 Sieve), each.....	\$95.00
6	Grain Size Tests (With Hydrometer), each.....	\$175.00
7	Atterberg Limits Test, each.....	\$95.00
8	Natural Moisture Content Test, each.....	\$20.00
9	Triaxial Compression Test (remolded, consolidated undrained), each.....	\$1,200.00
10	Direct Shear Test, each.....	\$500.00
11	Compressive Strength of concrete cylinders*, each.....	\$20.00
12	Compressive Strength of Grout Prisms (ASTM C1019), each.....	\$20.00
13	Compressive Strength of 2" mortar cube samples (ASTM C109), each.....	\$20.00
14	Specific Gravity/Density of Asphalt Cores, each.....	\$50.00
15	Coring Truck, per day.....	\$300.00

MISCELLANEOUS EQUIPMENT

1	Equipment/Vehicle Charge, per trip.....	\$50.00
2	Mileage.....	\$0.85

Note:

- A. Overtime rates will be 1.5 times the regular rate indicated for labor for technician services
- B. Overtime includes all time in excess of 8 hours per day, Saturdays, Sundays & Holidays





Estimate of Probable Cost
CEU - Taxiway Pavement Rehabilitation
Oconee County Regional Airport / Seneca, South Carolina
S&ME Proposal No. 25600215

I. Excavation, Subgrade, and Embankment [P-152] and Crushed Aggregate Base Course [P-209] Testing Services

A. Engineering Technician: Assume 4 weeks at 20 hours a week for compaction testing and proofrolling during P-152 and P-209 activities. (10 visits)				
1. Regular Time	80 hours at	\$70.00 /hr	-----	\$5,600.00
C. Modified Stone Base Compaction Test	1 each at	\$275.00 /each	-----	\$275.00
D. Equipment Charge	10 days at	\$50.00 /day	-----	\$500.00
E. Mileage (86 miles R.T.)	860 miles at	\$0.85 /miles	-----	\$731.00
SUBTOTAL				\$7,106.00

II. Asphalt Mix Pavement [P-401] Testing Services

A. Engineering Technician: Assume full time for 6 weeks at 5 visits per week at 10 hours to observe asphalt paving services in the field and assume additional 30 visits at 6 hours a day to observe the laboratory test in the contractor's asphalt plant. (50 visits)				
1. Regular Time	420 hours at	\$70.00 /hr	-----	\$29,400.00
2 Overtime	60 hours at	\$105.00 /hr	-----	\$6,300.00
B. Project Engineer: Assume a site visit during construction of the control strip at 6 hours to observe asphalt. paving (1 visit)				
1. Regular Time	6 hours at	\$155.00 /hr	-----	\$930.00
C. Equipment Charge	20 day at	\$50.00 /each	-----	\$1,000.00
D. Mileage (86 miles R.T.)	3526 miles at	\$0.85 /miles	-----	\$2,997.10
SUBTOTAL				\$40,627.10

III. Erosion Control Monitoring Services

A. Erosion Control Inspector: Assume 20 weeks of weekly inspections and 10 additional trips for rain events over 1/2-inch at 4 hours a visit. (24 visits)				
1. Regular Time	120 hours at	\$85.00 /hr	-----	\$10,200.00
B. Mileage (86 miles R.T.)	2580 miles at	\$0.85 /miles	-----	\$2,193.00
SUBTOTAL				\$12,393.00

IV. Project Meetings, Project Management, Administration, and Reporting

A. Project Manager	50 hours	\$155.00 /hr	-----	\$7,750.00
B. Administrative Support	15 hours	\$75.00 /hr	-----	\$1,125.00
C. Senior Engineer	15 hours	\$185.00 /hr	-----	\$2,775.00
D. Mileage (86 miles R.T.)	430 miles at	\$0.85 /miles	-----	\$365.50
SUBTOTAL				\$12,015.50

<u>Total Budget Estimate</u>	<u>\$72,141.60</u>
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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-13**

AN ORDINANCE AMENDING CHAPTER 20 (LAW ENFORCEMENT) OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING ARTICLE V, ENTITLED “*PROHIBITED OR RESTRICTED CONDUCT – SOLICITATION, OBSTRUCTION OF PUBLIC STREETS, UNAUTHORIZED CAMPING,*” IN ORDER TO ADDRESS CERTAIN HAZARDS AND PUBLIC HARM RELATED THERETO; AND OTHER RELATED MATTERS.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County, and that there is a need to amend, specifically, Article 20 (Law Enforcement) of the Code of Ordinances by adding Article V, entitled “Prohibited or Restricted Conduct – Solicitation, Obstruction of Public Streets, Unauthorized Camping,” in order to address certain hazards and public harm related thereto, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended thereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 20 (Law Enforcement) of the Oconee County Code of Ordinances is hereby amended by the addition of Article V, entitled “Prohibited or Restricted Conduct – Solicitation, Obstruction of Public Streets, Unauthorized Camping” as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

5. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: July 15, 2025
Second Reading: August 19, 2025
Third Reading: September 02, 2025
Public Hearing: September 02, 2025

EXHIBIT A

ARTICLE V. - PROHIBITED OR RESTRICTED CONDUCT – SOLICITATION, OBSTRUCTION OF PUBLIC STREETS, UNAUTHORIZED CAMPING.

1. APPLICATION.

This chapter applies to all unincorporated areas of the Oconee County, and to any other areas under its jurisdiction by intergovernmental agreement, operation of law, or otherwise.

2. DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- a. *Aggressive Manner* shall mean any of the following:
 - i. Before, during or after soliciting, approaching or speaking to a person, or following a person, if that conduct is intended or is likely to cause reasonable persons to fear bodily harm to themselves or to another, or damage to or loss of property, or to otherwise be intimidated into giving money or any other thing of value;
 - ii. In the course of soliciting, intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent;
 - iii. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact with the solicitor;
 - iv. Before, during or after soliciting, using violent or threatening gestures toward a person;
 - v. Persisting in closely following or approaching a person, after the person has informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the solicitor; or
 - vi. Before, during or after the solicitation, using profane, offensive or abusive language which is likely to cause the person solicited to be threatened by such language.
- b. *Right-of-Way or Rights-of-Way*. A public road over which a person or entity has the legal right to access.
- c. *Soliciting or Solicitation*. To approach someone with a request or plea for funds or items of value, whether in exchange for something of value or not.
- d. *Solicitor*. A person who engages in soliciting.
- e. *Special Event*. A pre-planned activity sponsored by an individual, group, organization or entity, to be held on public property, including public streets, sidewalks, trails, facilities, parks or other property owned or managed by the county, which event would

significantly impact either public property and/or normal vehicular and pedestrian traffic or require the use of county services, and which shall include but not be limited to a parade, foot race, bike or wheeled race, celebration, amusement event, cultural recognition, sporting event, demonstration, competition, commercial movie or television production, photography shoot, commercial for-profit event, charitable cause, or other similar activity.

3. SOLICITING.

- a. The provisions of this section do not apply to a permitted special event.
- b. Obstructing public ways and means of ingress to and egress from private property.
 - i. Solicitors shall not obstruct or otherwise inhibit the free, safe, and efficient flow of vehicular or pedestrian traffic on any public sidewalks, streets, rights-of-way, or other public property.
 - ii. Solicitors shall not obstruct or otherwise inhibit the free, safe, and efficient flow of vehicular or pedestrian traffic into and out of private property adjacent to any public right-of-way.
- c. Soliciting during certain hours prohibited. No person shall engage in soliciting between sunset and sunrise.
- d. Approaching vehicular traffic prohibited. Under no circumstances shall a person soliciting approach any moving vehicle or step into the roadway to approach a vehicle stopped at an intersection.
- e. Soliciting unlawful on private property. It shall be unlawful to engage in soliciting on any property where a sign is posted that states “No Trespassing,” “No Peddlers,” “No Solicitors,” “No Buskers,” or words of similar import.
- f. Blocking rights-of-way.
 - i. Solicitors shall position themselves so that they, and any crowd that they may draw, will not:
 1. Block roadways, fire apparatus access roads, sidewalks, crosswalks, driveways, doors, stairways, curb cuts, or handicapped access ramps;
 2. Block access to buildings, parks, conveyances, businesses, or traffic control poles containing a pedestrian crosswalk button(s);
 3. Be within three feet of a utility apparatus or appurtenance; or
 4. Be within twenty (20) feet of a fire hydrant, fire department connection, fire alarm or other emergency communication device. At a minimum, there shall be at least a five-foot passageway on the sidewalk.
 - ii. If a solicitor shall attract a crowd sufficient to violate this section, then a law enforcement officer shall have authority to disperse that portion of the crowd that is in violation.

- iii. Personal property used for soliciting shall not be left unattended on any public right-of-way or other publicly-owned place.
- iv. Noise. The conduct and behavior of all solicitors shall otherwise comply in all respects with existing noise ordinances at all times.
- v. Littering. Solicitors shall remove all trash and debris that has been generated during the time of their solicitation.
- vi. Aggressive solicitation prohibited. No person shall solicit in an aggressive manner on a public right-of-way, sidewalk, or other publicly-owned property.
- g. Prohibited areas for solicitors. There shall be no soliciting within fifty (50) feet of the perimeter of a(n):
 - i. Automatic teller machine (ATM);
 - ii. Church grounds, while in session;
 - iii. School grounds, while in session;
 - iv. Library;
 - v. Hospital;
 - vi. Funeral home;
 - vii. Bank or other financial institution;
 - viii. Hotel, motel, or other lodging accommodations generally open to the public;
 - ix. Outdoor dining or merchandise area;
 - x. Entrance or exit of a performance venue;
 - xi. Special event;
 - xii. Food or merchant "drive-through" area;
 - xiii. Transit stop;
 - xiv. Parking lot;
 - xv. Daycare; or
 - xvi. Construction areas. During times of construction work on the streets, sidewalks or other public infrastructure, the county may from time to time temporarily prohibit solicitors from the area near such construction work.

4. PROHIBITED BEHAVIOR ON PUBLIC OR PRIVATE PROPERTY.

- a. Obstructing streets. Any person who remains standing, lying, or sitting down on any public sidewalk, street, alley, or other public property in such a manner as to obstruct or impede the free passage of pedestrians or public travel, after being requested to

immediately move by a law enforcement officer, shall be found in violation of this section (obstructing streets).

b. Disorderly conduct – Unauthorized camping; damaging county property.

i. Any person who shall occupy, lodge, or sleep in any building, structure, or place, whether public or private, or in any motor vehicle, without the written permission of the owner or person entitled to possession or in control thereof, shall be found in violation of this section (disorderly conduct).

ii. Camping on public property.

1. It shall be unlawful for any person, except as may be specifically authorized by the appropriate governmental authority, to use any of the streets, sidewalks, parks, or playgrounds, or any other public property for the purpose of camping at any time; or to cause or permit any vehicle to remain in any of said places to the detriment of public travel or convenience.

2. It shall be unlawful for any person, except as may be specifically authorized by the appropriate governmental authority, to light or use a campfire or a bonfire on public property.

3. It shall be unlawful for any person, except as may be specifically authorized by appropriate governmental authority, to hang, fasten, or attach any rope, wire, chain, or electrical device or power cord to any public property, including buildings, bridges, overpasses, or utility poles.

iii. Damaging county property. It is unlawful for any person, except as may be specifically authorized by appropriate governmental authority, to willfully or negligently to cut, mutilate, deface or otherwise injure any building, tree, shrub, lamppost, fence, bridge, hydrant, cart, vehicle, or other real or personal property belonging to or under the control of the county, or used for any public purpose.

5. PENALTY.

Any person who violates any provision of this ordinance may be fined not more than \$500, imprisoned for not more than 30 days, or both.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-14**

AN ORDINANCE AMENDING CHAPTER 20 (LAW ENFORCEMENT) OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING ARTICLE VI, ENTITLED “PUBLIC NUISANCES,” IN ORDER TO ADDRESS CERTAIN HAZARDS AND PUBLIC HARM RELATED THERETO; AND OTHER RELATED MATTERS.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County, and that there is a need to amend, specifically, Article 20 (Law Enforcement) of the Code of Ordinances by adding Article VI, entitled “Public Nuisances,” in order to address certain hazards and public harm related thereto, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended thereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 20 (Law Enforcement) of the Oconee County Code of Ordinances is hereby amended by the addition of Article VI, entitled “Public Nuisances” as set forth in Exhibit A, attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

5. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: July 15, 2025
Second Reading: August 19, 2025
Third Reading: September 02, 2025
Public Hearing: September 02, 2025

EXHIBIT A

ARTICLE VI. - PUBLIC NUISANCES.

1. DEFINITIONS.

- a. *Business* means any commercial establishment, use, property or structure used in, or part of, a business or commercial use or establishment. Business does not include purely residential property.
- b. *Continuous breach of the peace* means a pattern of repeated acts or conduct which either (1) directly disturbs the public peace or (2) disturbs the public peace by inciting or tending to incite violence.
- c. *Public nuisance* means conduct, conditions, events, circumstances, or the unreasonable interference or the causing of unreasonable interference with rights of the public, wherever occurring, including, but not limited to, a business or commercial establishment, a public place, or where the public congregates or is invited or permitted to congregate.

Public nuisance includes those conditions or circumstances constituting a nuisance as set forth in S.C. Code § 15-43-10, specifically, the construction, establishment, continuance, maintenance, use, ownership, occupation, the leasing or releasing of any property, building or other place used for the purposes of lewdness, assignation, prostitution, human trafficking, repeated acts of unlawful possession or sale of controlled substances, or continuous breach of the peace.

Public nuisance also includes and is founded upon the sound principle set forth in South Carolina case law that "if one maintains a place where the laws are publicly, repeatedly, persistently, and intentionally violated, then such place would become a common or public nuisance." *State v. Turner*, 198 S.C. 499, 505, 18 S.E.2d 376, 378 (1942).

2. NUISANCES OFFENDING PUBLIC DECENCY, PEACE AND ORDER. The following are hereby declared to be public nuisances affecting public decency, peace and order, whether such violations are of an intermittent, cyclical, continual, reoccurring or constant nature; and including when the responsible party generates, enables, or contributes to the occurrence of the unlawful behavior by an absence or failure of property management policy or practice, absence or failure of control over the property, absence or failure of supervision of guests or invitees, or clients, customers, patrons, or any other person providing some form of compensation for some type of product or service, or absence or failure of security measures:

- a. Any business where gambling devices, slot machines, punch boards and other such contrivances of similar character involving any elements of chance as a consideration or any type of gambling, bookmaking, wagering or betting is carried on, and all gambling equipment, except where such specific form of gambling is permitted by law;
- b. Any business operated as a bawdy house, house of assignation, place of prostitution or used and maintained for the commercial or criminal purposes of unlawful sexual activity or human trafficking in violation of federal or state law or local ordinances;
- c. Any business where alcohol or intoxicating liquors are manufactured, sold, bartered or given away in violation of federal or state law or local ordinances, or where alcohol or intoxicating liquors are kept for sale, barter or distribution in violation of federal or state

law or local ordinances, and all alcohol, liquors, bottles, kegs, pumps, bars and other property kept at and used for maintaining such a place; or where required fire marshal or other safety plans are not in place, or where persistent violations of law occur under a failed or ineffective fire marshal or other safety plan;

- d. Any business where acts of sale, manufacture, possession or distribution of controlled substances occur in violation of federal or state law or local ordinances;
- e. Any business where violations against federal or state law or local ordinances occur with such frequency or intensity that they require an excessive public safety response cost. "Excessive public safety response" means:
 - i. The recurring deployment of law enforcement officers, peace or code enforcement officers commissioned pursuant to S.C. Code § 4-9-145, fire marshals or emergency services personnel to an emergency scene at a business as a result of an unlawful act which results in or could result in great bodily injury or death, or the recurring need for public safety or county code enforcement personnel or emergency vehicles at a business when compared to the frequency or intensity of law or regulation enforcement required at other similarly situated businesses; or
 - ii. There have been six (6) or more law or peace officer enforcement dispatches, incident reports, citations, or search warrants executed, or a combination thereof, at a business for any of the following during the preceding twelve (12) months:
 - 1. Violation of any federal, state, or local alcohol law;
 - 2. Violation of any federal, state, or local narcotics law;
 - 3. Violation of any federal, state, or local gun law;
 - 4. Assaults;
 - 5. Crimes of violence against another person(s); or
 - 6. Crimes against property.

3. CRIMINAL ENFORCEMENT. PENALTIES.

A person who erects, establishes, continues, maintains, uses, owns, occupies, leases, or releases, or serves as lessor or lessee of any building in such a way as to create a public nuisance shall be guilty of a misdemeanor and shall be subject to a fine not exceeding five hundred dollars (\$500.00) and imprisonment not exceeding thirty (30) days. Court costs are not included in any fine imposed by the court.

Each day any violation of this ordinance continues shall constitute a separate offense.

The Oconee County Sheriff's Office shall enforce this ordinance with the consultation and concurrence of the County Administrator ("Administrator"). The Oconee County Sheriff ("Sheriff") and the Administrator, acting jointly, may declare a business in violation of this ordinance a public nuisance, and the Sheriff or any Deputy Sheriff may enforce the provisions of this ordinance upon the declaration of a public nuisance as provided for herein by uniform traffic ticket, or warrant or by any other lawful process.

4. **REMEDIES NOT EXCLUSIVE.** The provisions of this ordinance are in addition to, and not in lieu of, any other enforcement provision or process permitted by law. Nothing in this ordinance supplants, alters, or limits a statutory or common law right of a person to bring an action in court or the right of Oconee County to prosecute a person for the establishment of a nuisance.

DRAFT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-15**

**AN ORDINANCE AMENDING CHAPTER 10 (EMERGENCY
MANAGEMENT AND SERVICES) OF THE OCONEE COUNTY
CODE OF ORDINANCES BY REVISING THE PROVISIONS OF
ARTICLE II.A., ENTITLED “RESCUE SQUAD ADVISORY
COMMISSION”; AND OTHER RELATED MATTERS.**

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County, and that there is a need to amend, specifically, Chapter 10 (Emergency Management and Services) of the Oconee County Code of Ordinances by revising the provisions of Article II.A. “Rescue Squad Advisory Commission” in order to reorganize the Rescue Squad Advisory Commission, its responsibilities and reporting procedures; and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended thereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article II.A. “Rescue Squad Advisory Commission” of Chapter 10 (Emergency Management and Services) of the Oconee County Code of Ordinances is hereby revised, amended, and restated as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

5. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: August 18, 2025
Second Reading: September 02, 2025
Third Reading: September 16, 2025
Public Hearing: September 16, 2025

ARTICLE II.A. RESCUE SQUAD ADVISORY COMMISSION

Sec. 10-31. - Purpose of article.

The purpose of this article is to restructure the Oconee County Rescue Squad Advisory Commission, whose mission is to provide a body of active members of the Oconee County rescue service to be responsible for guidance, advice, and recommendations to the Oconee County Council (“County Council” or “Council”) on current and future rescue squad activities and needs in Oconee County (“County”).

Sec. 10-32. – Reorganization of the Oconee County Rescue Squad Advisory Commission.

The County Council hereby reorganizes the Oconee County Rescue Squad Advisory Commission (the “Rescue Commission” or “Commission”) as follows:

- (a) **Membership.** The Rescue Commission shall consist of seven members, all of which shall be entitled to vote on matters brought before the Rescue Commission.
 - 1. One member shall be appointed by the Oconee County Rescue Squad Chiefs and one member shall be appointed by the Oconee County Emergency Services Rescue Chief, and such members may reside anywhere within the County.
 - 2. County Council shall appoint the remaining five members, with one member to be nominated for appointment by each County Council member from his or her respective district. All members of the Commission appointed by County Council must be, and remain, residents of the County Council district from which they are appointed to serve.
 - 3. All commissioners must remain active rescue squad members in good standing in Oconee County.
 - 4. Appointment of new members under this ordinance shall be held within forty-five (45) days of the enactment of this ordinance or as soon thereafter as reasonably possible. The Oconee County Rescue Squad Advisory Commission commissioners that are in office at the time of the enactment of this ordinance shall be succeeded by a new slate of commissioners to be appointed under this section. The current commissioners shall continue to serve, however, until their successors are appointed hereunder, and current commissioners may be appointed to the Commission reorganized hereby.
- (b) **Term of members.**
 - 1. The length of the term served by each commissioner appointed by County Council shall be four years, beginning on January 1 of the year of appointment.
 - 2. For the purposes of implementing the standards of this section and thereby establishing a reappointment / replacement schedule of the membership of the Commission to staggered terms, the initial term of all members appointed by County Council after the enactment of this ordinance shall be the same length as the remaining term of the Council member who nominated them.

3. After the initial appointment, the term of each Commission member appointed by County Council shall be four years, equal to and coinciding with the term of the Council member nominating them, with all terms beginning as of January 1 of the year of appointment or reappointment.
4. The Oconee County Rescue Squad Chiefs and the Oconee County Emergency Services Rescue Chief shall appoint or reappoint their respective commissioners annually.
5. Commissioners ultimately serve at Council's pleasure and may be removed by Council, with or without cause, by a vote of a positive majority of Council. There are no term limits.

Sec. 10-33. – Meetings and officers.

- (a) The Rescue Commission shall meet at least monthly at a time and place selected by the membership thereof or at a place designated by County Council. Within sixty (60) days of the passage of this ordinance and the appointment of the Rescue Commission members hereunder, or as soon thereafter as reasonably possible, and thereafter during the January meeting of each year, there shall be selected a chairman, a vice-chairman, and a secretary, together with such other officers as the Rescue Commission may deem necessary. These officers shall serve for one year, or until their successors are duly elected and qualified. The terms of the officers elected from the initial Commission established after enactment of this ordinance shall end December 31, 2025.
- (b) In addition, the Rescue Commission may adopt such by-laws as it deems necessary for the orderly performance of its duties and functions. Any by-laws which may be adopted by the Rescue Commission for the orderly performance of its duties must comply with this article, all applicable ordinances of the County, and the laws of the State of South Carolina, specifically including, but not limited to, the Freedom of Information Act. All meetings shall be open to the public. Notice of the meetings shall be given to the Clerk to County Council, the media, and the public in a manner consistent with the Freedom of Information Act.

Sec. 10-34. – Powers and duties. The powers and duties of the Rescue Commission shall be as follows:

- (a) To advise the County Council's Law Enforcement, Public Safety, Health & Welfare Committee (or "Committee") on matters affecting the operation and activities of the various rescue squads and other emergency protection service agencies of the County and to formulate plans and advise the Committee on the operation and maintenance of the rescue squads and emergency protection service agencies and their equipment, personnel, and training.
- (b) To submit its advice and counsel to the Law Enforcement, Public Safety, Health & Welfare Committee in the form of oral and/or written reports for consideration at the Committee's quarterly meetings, which reports shall summarize the activities, findings, and functions of the Commission, together with the

agenda for the Commission's next meeting, all of which shall be submitted to the chairman of the Law Enforcement, Public Safety, Health & Welfare Committee or his/her designee within a reasonable time prior to the Committee's respective meeting.

- (c) To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern of the Rescue Commission for County Council consideration.
- (d) To prepare plans and recommendations to the Law Enforcement, Public Safety, Health & Welfare Committee in the areas of the Commission's responsibility and activity, with recommendations for the implementation of such plans.
- (e) To generally advise the County Council's Law Enforcement, Public Safety, Health & Welfare Committee on any matter within the scope of the Rescue Commission's activities, which would tend to improve the efficiency and beneficial operation of County government in the fields of activity with which the Rescue Commission is concerned.
- (f) Each commissioner appointed by County Council shall visit each rescue squad within the commissioner's respective County Council district, and meet with the chief(s) thereof, as frequently as necessary in order to stay informed of the business and operations of such squads.
- (g) Any advice or recommendations conveyed to the Law Enforcement, Public Safety, Health & Welfare Committee may be prepared and presented (1) orally by the Chairman of the Rescue Commission at a regularly scheduled quarterly meeting of the Committee, after due notice for agenda purposes, or (2) in writing forwarded to the Committee Chairman and Clerk to Council for dissemination to Committee members.

Sec. 10-35. – Salaries and funding.

Each member of the Rescue Commission shall be paid the sum of \$100.00 dollars per year, plus expenses for out-of-county travel, as their sole compensation. Any expense item or claim for same shall first be approved by the Chairman of the Commission, unless the same is made by the Chairman, and submitted for approval and payment to County Council, consistent with the County's then current budget and procurement policies. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission, and the members of the Commission shall not provide any services, materials, products, goods, or equipment to the County unless the same is sold or offered for sale in accordance with existing County and state purchasing procedures and ethical requirements.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-16**

**AN ORDINANCE AMENDING CHAPTER 10 (EMERGENCY
MANAGEMENT AND SERVICES) OF THE OCONEE COUNTY
CODE OF ORDINANCES BY REVISING THE PROVISIONS OF
ARTICLE II.B. “FIRE SERVICE ADVISORY COMMISSION”;
AND OTHER RELATED MATTERS.**

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County, and that there is a need to amend, specifically, Chapter 10 (Emergency Management and Services) of the Oconee County Code of Ordinances by revising the provisions of Article II.B. “Fire Service Advisory Commission” in order to reorganize the Fire Service Advisory Commission, its responsibilities and reporting procedures; and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended thereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article II.B. “Fire Service Advisory Commission” of Chapter 10 (Emergency Management and Services) of the Oconee County Code of Ordinances is hereby revised, amended, and restated as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

5. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: August 18, 2025
Second Reading: September 02, 2025
Third Reading: September 16, 2025
Public Hearing: September 16, 2025

ARTICLE II.B. FIRE SERVICE ADVISORY COMMISSION

Sec. 10-40. - Purpose of article.

The purpose of this article is to restructure the Oconee County Fire Service Advisory Commission, whose mission is to provide a body of active members of the Oconee County fire service to be responsible for guidance, advice, and recommendations to the Oconee County Council (“County Council” or “Council”) on current and future fire service activities and needs in Oconee County (“County”).

Sec. 10-41. – Reorganization of the Oconee County Fire Service Advisory Commission.

The County Council hereby reorganizes the Oconee County Fire Service Advisory Commission (the “Fire Commission” or “Commission”) as follows:

- (a) **Membership.** The Fire Commission shall consist of seven members, all of which shall be entitled to vote on matters brought before the Fire Commission.
 - 1. One member shall be appointed by the Oconee County Fire Chiefs’ Association, Inc. and one member shall be appointed by the Oconee County Emergency Services Fire Chief, and such members may reside anywhere within the County.
 - 2. County Council shall appoint the remaining five members, with one member to be nominated for appointment by each County Council member from his or her respective district. All members of the Commission appointed by County Council must be, and remain, residents of the County Council district from which they are appointed to serve.
 - 3. All commissioners must remain active fire service members in good standing in Oconee County.
 - 4. Appointment of new members under this ordinance shall be held within forty-five (45) days of the enactment of this ordinance or as soon thereafter as reasonably possible. The Oconee County Fire Service Advisory Commission commissioners that are in office at the time of the enactment of this ordinance shall be succeeded by a new slate of commissioners to be appointed under this section. The current commissioners shall continue to serve, however, until their successors are appointed hereunder, and current commissioners may be appointed to the Commission reorganized hereby.
- (b) **Term of members.**
 - 1. The length of the term served by each commissioner appointed by County Council shall be four years, beginning on January 1 of the year of appointment.
 - 2. For the purposes of implementing the standards of this section and thereby establishing a reappointment / replacement schedule of the membership of the Commission to staggered terms, the initial term of all members appointed by County Council after the enactment of this ordinance shall be the same length as the remaining term of the Council member who nominated them.

3. After the initial appointment, the term of each Commission member appointed by County Council shall be four years, equal to and coinciding with the term of the Council member nominating them, with all terms beginning as of January 1 of the year of appointment or reappointment.
4. The Oconee County Fire Chiefs' Association, Inc. and the Oconee County Emergency Services Fire Chief shall appoint or reappoint their respective commissioners annually.
5. Commissioners ultimately serve at Council's pleasure and may be removed by Council, with or without cause, by a vote of a positive majority of Council. There are no term limits.

Sec. 10-42. – Meetings and officers.

- (a) The Fire Commission shall meet at least monthly at a time and place selected by the membership thereof or at a place designated by County Council. Within sixty (60) days of the passage of this ordinance and the appointment of the Fire Commission members hereunder, or as soon thereafter as reasonably possible, and thereafter during the January meeting of each year, there shall be selected a chairman, a vice-chairman, and a secretary, together with such other officers as the Fire Commission may deem necessary. These officers shall serve for one year, or until their successors are duly elected and qualified. The terms of the officers elected from the initial Commission established after enactment of this ordinance shall end December 31, 2025.
- (b) In addition, the Fire Commission may adopt such by-laws as it deems necessary for the orderly performance of its duties and functions. Any by-laws which may be adopted by the Fire Commission for the orderly performance of its duties must comply with this article, all applicable ordinances of the County, and the laws of the State of South Carolina, specifically including, but not limited to, the Freedom of Information Act. All meetings shall be open to the public. Notice of the meetings shall be given to the Clerk to County Council, the media, and the public in a manner consistent with the Freedom of Information Act.

Sec. 10-43. – Powers and duties. The powers and duties of the Fire Commission shall be as follows:

- (a) To advise the County Council's Law Enforcement, Public Safety, Health & Welfare Committee (or "Committee") on matters affecting the operation and activities of the various fire stations and other emergency protection service agencies of the County and to formulate plans and advise the Committee on the operation and maintenance of the fire stations and emergency protection service agencies and their equipment, personnel, and training.
- (b) To submit its advice and counsel to the Law Enforcement, Public Safety, Health & Welfare Committee in the form of oral and/or written reports for consideration at the Committee's quarterly meetings, which reports shall summarize the activities, findings, and functions of the Commission,

together with the agenda for the Commission's next meeting, all of which shall be submitted to the chairman of the Law Enforcement, Public Safety, Health & Welfare Committee or his/her designee within a reasonable time prior to the Committee's respective meeting.

- (c) To participate in the formulation of the budget and budgetary appropriations affecting the areas of concern of the Fire Commission for County Council consideration.
- (d) To prepare plans and recommendations to the Law Enforcement, Public Safety, Health & Welfare Committee in the areas of the Commission's responsibility and activity, with recommendations for the implementation of such plans.
- (e) To generally advise the County Council's Law Enforcement, Public Safety, Health & Welfare Committee on any matter within the scope of the Fire Commission's activities, which would tend to improve the efficiency and beneficial operation of County government in the fields of activity with which the Fire Commission is concerned.
- (f) Each commissioner appointed by County Council shall visit each fire station within the commissioner's respective County Council district, and meet with the chief(s) thereof, as frequently as necessary in order to stay informed of the business and operations of such stations.
- (g) Any advice or recommendations conveyed to the Law Enforcement, Public Safety, Health & Welfare Committee may be prepared and presented (1) orally by the Chairman of the Fire Commission at a regularly scheduled quarterly meeting of the Committee, after due notice for agenda purposes, or (2) in writing forwarded to the Committee Chairman and Clerk to Council for dissemination to Committee members.

Sec. 10-44. – Salaries and funding.

Each member of the Fire Commission shall be paid the sum of \$100.00 dollars per year, plus expenses for out-of-county travel, as their sole compensation. Any expense item or claim for same shall first be approved by the Chairman of the Commission, unless the same is made by the Chairman, and submitted for approval and payment to County Council, consistent with the County's then current budget and procurement policies. In no event shall any member of the Commission be entitled to any other compensation, direct or indirect, for services on the Commission, and the members of the Commission shall not provide any services, materials, products, goods, or equipment to the County unless the same is sold or offered for sale in accordance with existing County and state purchasing procedures and ethical requirements.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2025-03**

A RESOLUTION APPOINTING AND COMMISSIONING THE FOLLOWING PERSONS: TANYA LYNN SPALTI, MEGAN ALYCIA VAN WAGNER, AND MARKEEL DANTONIO DETRO LEONARD AS CODE ENFORCEMENT OFFICERS (ANIMAL CONTROL) FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

WHEREAS, consistent with the powers granted to county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to be necessary and proper for the security, general welfare, and convenience of the County or for the preservation of health, peace, order, and good government therein;

WHEREAS, consistent with S.C. Code §§ 47-3-20 and 4-9-145 and O.C. Code §§ 20-30 through 32, the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

WHEREAS, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission code enforcement officers (animal control) authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to the proper security, general welfare, and convenience of the County in connection with animal control.

NOW THEREFORE, be it resolved by Council in meeting duly assembled that:

Section 1. The following persons: Tanya Lynn Spalti, Megan Alycia Van Wagner, and Markeel Dantonio Detro Leonard are hereby appointed and commissioned as code enforcement officers for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, these individuals shall not perform any custodial arrests in the exercise of their duties as code enforcement officers.

Section 2. The code enforcement authority possessed by these individuals shall extend throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience of the County as regards animal control. All enforcement activities shall be conducted in a manner consistent with local, state, and federal law.

Section 3. The County Administrator, with the consent of the Oconee County Sheriff, shall execute and provide each code enforcement officer with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of their appointment and commissioning hereby.

Section 4. Each of the above-named persons shall serve as code enforcement officers until their appointment and commission is revoked or their employment with Oconee County terminates.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of _____, 2025, in meeting duly assembled.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 2, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

PRT Commission-Local ATAX Recommendations / Fall 2025 Cycle / \$70,000

BACKGROUND OR HISTORY:

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 180 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

FINANCIAL IMPACT:

Beginning Local ATAX balance **\$649,588**

If all grants/projects approved/new balance will be: **\$579,588**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

ATTACHMENTS

Spreadsheet approved by PRT Commission on 8.21.25.

STAFF RECOMMENDATION:

Request approval of local ATAX recommendations per the attached spreadsheet.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:

Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Sep-25

Local ATAX Grants

Applicant		Funds Request	Project Description	Amount Eligible for ATAX	PRT Commission Recommendation
City of Seneca		\$6,000	WSPA Advertising "Race for the Green"	\$6,000	\$4,500
City of Walhalla		\$10,106	Trails Map/Signage-Stumphouse Mountain Park	\$10,106	\$7,000
City of Westminster		\$7,709	Sports Complex bleachers	\$7,709	\$7,000
Devils Fork State Park		\$13,690	Renovate tent impact pads-camping sites	\$11,768	\$6,000
Discover Upcountry SC		\$15,000	Advertising-Print and Digital	\$15,000	\$6,000
Downtown Seneca Merchants Assoc		\$1,500	Advertising - Sip-N-Stroll	\$900	\$900
Eagles Nest Arts Center		\$13,950	Advertising, Maintenance, Electrical, Signage, Suppli	\$13,950	\$6,500
South Carolina Bigfoot Festival		\$15,000	Advertising, Truss system for stage	\$15,000	\$9,600
The FARM Center		\$11,517	Advertising, Public Services-Heritage Fair	\$11,517	\$6,000
Walhalla Performing Arts Center		\$12,000	Advertising 2025/2026 Fall & Winter Season	\$12,000	\$6,000
Westminster Music Centre		\$10,000	Advertising and Production Concert Series	\$9,040	\$4,000
Wild Hearts Equine Center		\$9,760	Nature Trail signage & Visitor center creation	\$9,760	\$6,500
TOTAL		\$126,232		\$122,750	\$70,000

PRT Internal Request

TOTAL		\$0		\$0	\$0

Total Requested

\$70,000

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 2, 2025

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Request for Council's consideration to support the Oconee County application for the Hazard Mitigation Grant Program application and approval to commit matching funds, not to exceed \$11,500, if awarded, for the Oconee County Hazard Mitigation Plan Development project.

BACKGROUND DESCRIPTION:

- The application is for the development of the Oconee County Hazard Mitigation Plan.
- The estimated cost for the project totals \$46,000.
- The Hazard Mitigation Grant Program has a 25% local match requirement, up to \$11,500.
- Oconee County currently has a Multi-Jurisdictional Hazard Mitigation Plan with Anderson County, approved in March 2023.
- The grant would fund a consultant that would work with Oconee County, local municipalities, community stakeholders and the public to establish the Oconee County Hazard Mitigation Plan, specifically addressing the unique needs of the area.
- Oconee County identified the need to establish its own Hazard Mitigation Plan based on various factors: (1) Oconee County has a nuclear power plant and Anderson does not; (2) Oconee County has significant bodies of water, compared to Anderson County, as well as varying terrain; (3) Oconee County has had several declared disasters since 2020, including an EF-3 tornado and Hurricane Helene; and (4) Oconee County has experience significant growth and development in recent years.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

Oconee County requests the commitment of matching local funds, contingent on the award from the Hazard Mitigation Grant Program.

ATTACHMENTS:

Project Information

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the commitment of matching funds, not to exceed \$11,500, toward the Oconee County Hazard Mitigation Grant Program application for the establishment of the Oconee County Hazard Mitigation Plan.

Prepared by:

Approved for Submittal to Council:

Brittney Martin, Grants Administrator

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Project Information

Current planning regulations require specific information be included in local mitigation plans. The following questions address how your community intends to accomplish some of those aspects. For areas where specific strategies have not been determined, please estimate.

List all municipalities
(county/city) the proposed
plan will address. If not multi-
jurisdictional, explain why that
decision was made.

The geographic scope for the plan includes all of Oconee County and includes the incorporated and unincorporated areas. The participating jurisdictions include Salem, Seneca, Walhalla, West Union and Westminster.

Oconee County would like to transition away from a multi-jurisdictional plan due to the county-specific terrain and hazards that Oconee County Emergency Services respond to on a regular basis. Oconee County identified the need to establish its own Hazard Mitigation Plan based on various factors: (1) Oconee County has a nuclear power plant and Anderson does not; (2) Oconee County has significant bodies of water, compared to Anderson County, as well as varying terrain; (3) Oconee County has had several declared disasters since 2020, including an EF-3 tornado and Hurricane Helene; and (4) Oconee County has experienced significant growth and development in recent years. Oconee County is dedicated to mitigating threats to human life, safety and property. While threats from man-made and natural hazards may never be fully eliminated, Oconee County strives to lessen the potential impacts on our community and citizens through hazard mitigation.

This project aims to identify hazards, unique to Oconee County, and develop a plan to comply with DEMA regulations, ensuring continued eligibility for federal disaster assistance and mitigation funding. The plan will also serve as a resource for Oconee County Emergency Services to protect the health and safety of the citizens, residents and visitors in Oconee County.

Attach letters of agreement
for each jurisdiction involved
in the plan (multi-jurisdictional
planning only).

List the hazards to be addressed (i.e., flooding, earthquake, ice, etc.).

Drought

Heat Wave

Extreme Cold

Extreme Heat

Severe Thunderstorms

Hail Storms

Hurricane / Tropical Storms

Floods

Earthquakes

Landslides

Erosion

Dam and Levee Failure

wildfires

Winter Storms

Tornadoes / High Winds

The regulations do not specify inclusion of human-caused hazards (i.e., radiological, hazardous materials, terrorism, etc.), but do encourage the integration of such. If human-caused hazards will be addressed, please list the types you will be studying.

Radiological

Hazardous Materials

Technological Hazards

Terrorism

Transportation Incident

Describe the area and population affected by this project, including location. For multi-jurisdictional planning, specify each jurisdiction's information.

Oconee County is 625 square miles and is host to significant environmental resources, including three major lakes, various state and county parks, Sumter National Forest, various wilderness areas and four major rivers. Oconee County adjoins ten other counties across three states and has experienced exponential growth in population and development over the last five years. Oconee County is also home the Oconee Nuclear Stations, Duke Energy's largest nuclear power plant.

Oconee County's population is estimated at 82,475 (2024 Census) with 25.4% of the population comprised of people who are 65 or older. The region is primarily rural with small towns and some cities spread throughout the area. Seneca, the largest city in Oconee County has population figures around 8,424. Many of the small towns rely heavily on County government to provide them with technical assistance for planning functions.

Oconee County is in the northwest corner of South Carolina. Interstate 85 bisects the region, providing access to many markets in the southeastern United States. Interstate 85 also provides easy access to Charlotte and Atlanta. This is one of the fastest growing regions in the United States. This corridor is characterized by strong economic growth, job creation, and low unemployment. A high quality of life is reflected in lower cost of living standards, affordable home prices, and proximity to many of the recreational amenities people desire.

Oconee County is home to KCEU, the Oconee County Regional Airport. The airport services local and private aircrafts along with general aviation airports, and serves as a major destination point for patrons of Clemson University events/football games. Flight instruction is also available at the airport. Rail service in Anderson and Oconee county is provided by CSX Transportation and Norfolk Southern Corporation which operate the first and second longest track routes in the state, respectively.

Describe how the community will ensure the planning process will include public involvement and/or comment.

Oconee County will host Hazard Mitigation community meetings and workshops and the plan will be presented to Oconee County Council in a public meeting for final approval.

Describe how the community will ensure the planning process will include neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as business, academia and other private and non-profit interests involvement.

Oconee County and the jurisdictions will work with a consultant to host meetings comprised of representatives from county and municipal departments, as well as other key stakeholders identified, to serve as critical partners in the planning process.

Describe how the community will ensure the planning process will include a hazard mitigation planning team that incorporates a broad range of expertise/knowledge of the area(s) involved which will serve an integral part in the plan development phases of risk assessment, vulnerability analysis, mitigation strategy and plan maintenance.

The consultant and community stakeholders, county personnel and community members will engage in regular discussions as well as hold local meetings and planning workshops to discuss and complete tasks associated with preparing the Plan. This working group will coordinate on all aspects of plan preparation and provide valuable input to the process. In addition to regular meetings, representatives from the county and jurisdictions will routinely communicate and stay informed through an e-mail distribution list.

Describe how the community will ensure the planning process will include review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

The consultant, staff and community stakeholders will review and provide timely comments on all study findings and draft plan deliverables.

Describe the Scope of Work (SoW). (Upload supporting documentation via the "Add Document" button in the footer section).

This project includes a full establishment of the Oconee County Hazard Mitigation Plan, incorporating new risk assessments, mitigation strategies, and stakeholder engagement specific to Oconee County.

Phase 1: Project Initiation & Data Collection

Kickoff Meeting Meet with Oconee County officials to outline project scope, expectations, and data needs.

Stakeholder Identification Identify key agencies, businesses, and community groups for input.

Data Retrieval & Research Gather county- specific hazard data from FEMA, NOAA, USGS, state agencies, and local sources.

Gap Analysis Review the existing Anderson-Oconee HMP to determine missing or outdated information.

Phase 2: Risk Assessment & Analysis

Hazard Identification & Prioritization Assess county-specific hazards, including:
Severe Weather (hurricanes, floods, tornadoes)

Large Lake & Dam Risks (dam failure scenarios, flooding impacts)

Nuclear Facility Hazards (potential incidents, emergency response planning)

Social Vulnerability Assessment Identify populations and infrastructure most at risk.

GIS Hazard Mapping Develop updated maps to visualize hazard-prone areas.

Economic Impact Analysis Estimate potential losses and damages from each hazard.

Phase 3: Mitigation Strategy Development

Set Mitigation Goals & Objectives Define strategies to reduce disaster risks.

Develop & Prioritize Mitigation Actions Identify specific projects, responsible parties, and funding sources.

Cost Analysis & Funding Plan Align projects with potential FEMA, state, and local funding opportunities.

Integration with Local Planning Efforts Ensure alignment with Oconee County s comprehensive plan, emergency operations plan, and zoning regulations.

Phase 4: Public & Stakeholder Engagement

Public Meetings & Workshops Facilitate at least two public engagement sessions to gather input.

Online Public Survey Collect feedback from residents on hazard concerns and preparedness levels.

Agency & SME Consultations Engage with dam operators, nuclear facility representatives, emergency services, and local businesses.

Interagency Coordination Work with regional and state partners for consistency and compliance.

Phase 5: Plan Drafting, Approval & Adoption

Draft HMP Report Develop a full FEMA-compliant hazard mitigation plan.

Internal Review & Revisions Work with Oconee County to refine content.

SCEMD & FEMA Submission Submit the final plan to the South Carolina Emergency Management Division (SCEMD) for initial review, then to FEMA for formal approval.

Plan Adoption Present the final, approved plan to Oconee County Council for formal adoption.

Describe previous hazard mitigation planning and implementation activities in the community.

The most recent hazard mitigation plan was completed in 2023. It has been attached for reference.

Enter any additional comments related to the proposed planning effort, if desired.

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on


August 13, 2025

the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
8/13/2025


Velma J. Nelson
Notary Public
State of South Carolina

FILED PLACE

864.973.6676

upstatetoday.com

Telephone: (864) 885-2735
Email: mramsey@seneca.sc.us

Notice is hereby given that the undersigned will sell for cash, at an ONLINE public auction on Friday, August 15th, 2025, at 11:00am AT STORAGE-TREASURES.COM. Please note: THIS AUCTION IS NOT IN PERSON. PLEASE DO NOT SHOW UP TO OUR PHYSICAL LOCATION. ALL AUCTION PARTICIPANTS MUST SIGN UP AND BID ONLINE.

- Flex Storage
640 Business Park Drive
Seneca, SC 29678
- 104: QUINN ON ISOM. 306 S Lawrence Avenue, Seneca, SC 29678
o CONTENTS: SHOES, TRASH BAGS, MEMORABILIA, PERSONAL AFFECTS, WALL ART.
 - 129: AMANDA BROWN. 115 Dalton Road Apt. 1D, Seneca, SC 29678
o CONTENTS: COUCH, BIKES, BASKETS, CLOTHING, TRASHBAGS, CHAIRS, COOLERS, BINS AND BOXES.
 - 202: JAMES CLEMONS. 1036 Shilo Rd, Seneca, SC 29678
o CONTENTS: HOUSEHOLD FURNITURE, MEMORABILIA, CLOTHING, BOEY, BINS, PERSONAL AFFECTS.
 - 395: NIGEL MCCAULEY. 217 Terrace V way, Seneca, SC 29678
o CONTENTS: BEDFRAME, COUCHES, WASHER, DRYER, HOUSEHOLD FURNITURE, BASKETS AND BOXES.
 - 473: JOSH FIELDS. 135 Horton Street, 16, Central, SC 29630
o CONTENTS: BINS, CLOTHING, KITCHEN UTENSILS AND APPLIANCES.

Oconee County Council will hold a public hearing at 6pm on Tuesday, September 2, 2025 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following: ORDINANCE 2025-13 AN ORDINANCE AMENDING CHAPTER 20 (LAW ENFORCEMENT) OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING ARTICLE V, ENTITLED "PROHIBITED OR RESTRICTED CONDUCT - SOLICITATION, OBSTRUCTION OF PUBLIC STREETS, UNAUTHORIZED CAMPING," IN ORDER TO ADDRESS CERTAIN HAZARDS AND PUBLIC HARM RELATED THERETO; AND OTHER RELATED MATTERS. ORDINANCE 2025-14 AN ORDINANCE AMENDING CHAPTER 20 (LAW ENFORCEMENT) OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING ARTICLE VI, ENTITLED "PUBLIC NUISANCES," IN ORDER TO ADDRESS CERTAIN HAZARDS AND PUBLIC HARM RELATED THERETO; AND OTHER RELATED MATTERS.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE IN THE
COURT OF COMMON PLEAS
Case No. 2025-CP-37-00423

from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: ALLEN DENDY NOWELL JR.
Date of Death: 7/6/2025
Case Number: 2025ES3700395
Personal Representative: MARY S. MANN
Address: 221 LECROY RD WALHALLA, SC 29691

Estate: BECKY PICKRON MCABEE
Date of Death: 6/10/2025
Case Number: 2025ES3700433
Personal Representative: MARYA MCABEE JAMES
Address: 311 M PEAY DR SENECA, SC 29678

Estate: DANIEL H HOLBROOKS AKA AS DANIEL H P HOLBROOKS, DANIEL P HOLBROOKS
Date of Death: 7/4/2025
Case Number: 2025ES3700435
Personal Representative: DARLENE F. HOLBROOKS
Address: 577 CHESSWOOD DRIVE SENECA, SC 29678

Estate: LARRY STEVEN DAVIS SR.
Date of Death: 7/17/2025
Case Number: 2025ES3700436
Personal Representative: STEPHANIE LONG STOCKMAN
Address: 605 NELLWOOD DRIVE SENECA, SC 29678

CLERK OF COURT NOTICE OF SALE 2025-CP-37-00136

BY VIRTUE of a decree heretofore granted in the case of: Servbank, SB vs. Steven K. Davis et al. the undersigned Steven Davis, Esq., the undersigned Melissa C. Burton, Clerk of Court for Oconee County, will sell on Tuesday, September 2, 2025, at 11:00 AM, at the County Courthouse, 200 West Main Street, Walhalla, SC 29691.

The property to be sold to the highest bidder:
All that certain piece, parcel or lot of land with the buildings and improvements thereon situated, lying and being in the State of South Carolina, County of Oconee, Wagener Township, being known and designated as Lot Number TWELVE (12), SECTION 2 of FALCON'S LAIR DEVELOPMENT, containing 0.62 OF AN ACRE, more or less, as shown and more fully described on a Plat thereof by R. Jay Cooper, PE & LS #4682, of Clemson Engineering Services, dated 10/15/2024 and recorded in

action (Case No. 2025-CP-37-00423) was filed in the Oconee County Clerk of Court's Office on May 5, 2025. A copy of the Complaint is available for review and inspection by all interested persons. s/ A. Parker Barnes III; SC Bar No. 68359; Haynsworth Sinkler Boyd, P.A.; Post Office Box 11889; Columbia, SC 29211-1889; (803) 779-3080; Attorneys for Plaintiff

NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI
PLEASE TAKE NOTICE that there has been filed in the Office of the Clerk of Court for Oconee County an Order Appointing Kelley Y. Woody, Esq., whose address is 18 Myrtle Bank Place (29209), P.O. Box 6432 (29260), Columbia, South Carolina, as Guardian Ad Litem Nisi. This appointment becomes absolute thirty (30) days after the service of the Notice and publication of the Summons herein, unless you or someone on your behalf shall, before the expiration of the thirty (30) days after the service hereof, procure to be appointed for you a Guardian Ad Litem to represent your interests in this action.

ORDER APPOINTING GUARDIAN AD LITEM NISI AND ORDER FOR SERVICE BY PUBLICATION

This matter comes before the Court on Plaintiff's Motion to Appoint a Guardian Ad Litem Nisi and for an Order for Service by Publication, through which Plaintiff seeks to appoint Kelley Y. Woody, Esq. as Guardian Ad Litem Nisi for John Doe and Mary Roe, the same being fictitious names used for the true names of all unknown persons, claiming any right, title, estate, interest in, or lien upon the real property described in Plaintiff's Notice of Lis Pendens and Complaint (the "Property"), their heirs and assigns; all other persons, firms, or corporations entitled to claim under, by, or through any of the defendants; and all other persons or entities unknown claiming any right, title, interest, estate in, or lien upon the Property (collectively, the "Unknown Defendants"). It appearing that some or all of the Unknown Defendants are or may be residents or non-residents of the State of South Carolina, minors, incompetent, imprisoned, under legal disability, or in the military service, and that the Unknown Defendants are unknown to Plaintiff and cannot with reasonable diligence be located or their whereabouts ascertained; it further appearing that Kelley Y. Woody, Esq. is a suitable and competent person to understand and protect all rights and interests of the Unknown Defendants, and that Kelley Y. Woody, Esq. has no interest adverse to the interests of the Unknown Defendants and is not connected in business with Plaintiff or its counsel;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Kelley Y. Woody, Esq. is hereby appointed Guardian Ad Litem Nisi on

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on


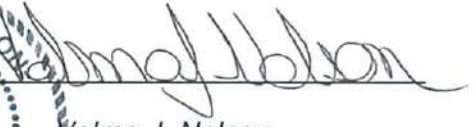
January 11, 2025

the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
1/11/2025

Velma J. Nelson
Notary Public
State of South Carolina

IFIED PLACE

864.973.6676



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YARD SALES:

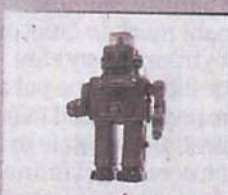
2 Days - \$25.00

10 Line Limit

Each additional day:
\$5.00

Sell items under \$100

FREE*



*Restrictions apply. Does not include picture.

Call or Email Terrica To Place Your Ad Now!

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Personal Representative: PEGGY J BREAZEALE
Address: 124 LOLA DRIVE FAIR PLAY, SC 29643
Estate: EDWARD TATE ZEIGLER SR
Date of Death: 9/22/2024
Case Number: 2024ES3700851
Personal Representative: EDWARD T ZEIGLER JR
Address: 38 LANNEAU DRIVE GREENVILLE, SC 29605

The Oconee County Council will meet in 2025 on the first and third Tuesday of each month with the following exceptions: July, August, and November meetings, which will be only on the third Tuesday of each of these months; March, June and December meetings, which will be only on the first Tuesday of each of these months. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina. Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Thursday, February 20, 2025 to establish short- and long-term goals. This meeting will be held off-site in the Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina. Oconee County Council will also meet on Tuesday, January 6, 2026 in Council Chambers at which point they will establish their 2026 Coun-

cil and Committee meeting schedules. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed. Oconee County Council Committees will meet in 2025 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised. The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025. The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025. The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025. The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 20 [Strategic Planning Retreat] and 4:30 p.m. on the following dates: March 4 [4 p.m.], April 15, & May 6, 2025.

NOTICE OF APPLICATION
Notice is hereby given that Ash

South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer, Wine and Liquor at 671 Highway 123 Bypass Seneca SC 29678. To object to the issuance of this permit/license, written protest must be postmarked no later than January 26, 2025. For a protest to be valid, it must be in writing, and should include the following information: (1) The name, address and telephone number of the person filing the protest; (2) The specific reasons why the application should be denied; (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant); (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and, (5) The name of the applicant and the address of the premises to be licensed. ent of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.

Yard Sale?

Call 864-973-6676
today to place an ad!

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Thomas James
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 20 [Strategic Planning Retreat] and 4:30 p.m. on the following dates: March 4 [4 p.m.], April 15, & May 6, 2025.

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



Public Comment
SIGN IN SHEET
6:00 PM

September 02, 2025

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	Lee Hill	Fraternity Party
2	Amber Olbon	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

September 02, 2025 ~ 6:00 p.m.

ORDINANCE 2025-13 AN ORDINANCE AMENDING CHAPTER 20 (LAW ENFORCEMENT) OF THE OCONEE COUNTY CODE OF ORDINANCES BY ADDING ARTICLE V, ENTITLED "PROHIBITED OR RESTRICTED CONDUCT – SOLICITATION, OBSTRUCTION OF PUBLIC STREETS, UNAUTHORIZED CAMPING," IN ORDER TO ADDRESS CERTAIN HAZARDS AND PUBLIC HARM RELATED THERETO; AND OTHER RELATED MATTERS.

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Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2025-13	ORD 2025-14
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