

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

**BRIEFING
DRAFT**

MEETING DATE: MARCH 28, 2019 AGENDA ITEM NUMBER: 5

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN FORSYTH COUNTY AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO FUND DESIGN OF NEW PARALLEL TAXIWAY Q AT SMITH REYNOLDS AIRPORT, WINSTON-SALEM, NORTH CAROLINA (AIRPORT DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT
BETWEEN FORSYTH COUNTY AND THE NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION TO FUND DESIGN OF NEW PARALLEL TAXIWAY Q AT
SMITH REYNOLDS AIRPORT, WINSTON-SALEM, NORTH CAROLINA
(AIRPORT DEPARTMENT)**

WHEREAS Forsyth County owns real property at Smith Reynolds Airport, Winston-Salem, North Carolina, where the North Carolina Department of Transportation provides State Aid in the form of grants for the purpose of planning and improving county-controlled airport facilities;

WHEREAS the Airport Department has submitted an application for State Aid to assist in design efforts for a new parallel Taxiway Q which is being required by the Federal Aviation Administration (FAA) for safety reasons;

WHEREAS a grant has been awarded to Forsyth County in the amount of \$500,400, not to exceed 90% of the final, eligible project cost of \$556,000, subject to the conditions and limitations of the grant agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that Forsyth County will be subject to the conditions and limitations of the Grant Agreement.

BE IT FURTHER RESOLVED, that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the above-described Grant Agreement with the North Carolina Department of Transportation, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The proposed Grant Agreement is attached hereto and incorporated herein by reference.

Adopted this 28th day of March 2019.

GRANT AGREEMENT

STATE AID TO AIRPORTS
BETWEEN

AIRPORT: SMITH REYNOLDS

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: 36244.37.7.4

FORSYTH COUNTY

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **FORSYTH COUNTY**, the public agency owning the **SMITH REYNOLDS AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **JULY 1, 2020** with the option to extend, if mutually agreed upon, through a written modification. Pre-award costs included on the Code and Category of Expenditure Section of the AV-501/AV-504 of the project's Request for Aid (RFA) Application are authorized.

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties and public airport authorities of North Carolina for the purpose of planning, acquiring and improving municipal, county and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **FEBRUARY 21, 2019** to the Division of Aviation ("Division") for State Financial Aid funds for the **SMITH REYNOLDS AIRPORT**; and

WHEREAS, a grant in the amount of **\$500,400** not to exceed **90 percent** of the final, eligible project costs of **\$556,000** subject to the conditions and limitations herein; and

WHEREAS, the Agreement of State Financial Aid funds will be used for the following approved project:

NEW PARALLEL TAXIWAY Q (RELOCATION OF TAXIWAY A) (DESIGN ONLY)

WHEREAS, pursuant to NC GS 63-68 (2), the Division may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Division of Aviation ("Division") do mutually hereby agree as follows:

1) Work performed under this Agreement shall conform to the approved project description. Any amendments to or modification of the scope and terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department, except that an extension of time and/or a reallocation of funds within the approved budget may be granted by the Division by written notice to the Sponsor. Any changes to the scope, amount, or fees with this grant agreement without first consulting your Airport Project Manager could be found ineligible.

2) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of G.S. § 143-59.2, "Certain vendors prohibited from contracting with State." G.S. § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization. This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

3) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and the Sponsor's approval of the Agreement.

4) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement. The Sponsor shall be liable to the Department for the return of all grant monies received in the event of a material breach of the Sponsor's Assurances or this Agreement.

5) The Sponsor agrees to adhere to the standards and procedures contained in the *North Carolina Airports Program Guidance Handbook*.

APPENDIX A6.4.1

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A6.4.2

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A6.4.3
TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.4

**TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A6.4.5
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT
THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____ (SEAL)
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____ (SEAL)

TITLE: _____

DATE: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if Required)

(Approving Authority Board Member or Local Governing Official):

SIGNED: _____ (SEAL)

TITLE: _____

DATE: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

- A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.
- A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per G.S. § 63-65.
- A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.
- A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.
- A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.
- A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.
- A-7. Insofar as it is within its power and reasonable, the Sponsor shall 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 taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.
- A-8. Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to G.S. § 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by G.S. § 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.

B-2. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Division prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverables from the Sponsor to the Division will be communicated with the Airport Project Manager.

B-3. Bids will be taken in accordance with G.S. § 143-129. The Division will approve or disapprove the Sponsor's request to employ a specific contractor. Sponsor will be directly notified of approval.

B-4. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-5. Unless otherwise approved by the Division, the Sponsor shall not commence construction or award construction contracts on the project until a "Grant Execution and Notice to Proceed" is provided by the Division.

B-6. The Sponsor shall submit to the Division quarterly status reports (AV-502) according to the following schedule for periods ending: March 31, June 30, September 30 and December 31.

B-7. The Sponsor shall notify the Division of any significant issues, meetings, audits, or inspections concerning this project involving the Sponsor, contractor(s), consultant(s), and/or any interested parties.

B-8. The Sponsor shall notify the Division within thirty (30) days of completion of all work performed under this Agreement.

B-9. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no state funds will be provided for any work

performed by the contractor(s) or sub-contractor(s) which have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all project costs incurred under this Agreement. All records and documentation in support of the project costs must be identifiable as relating to the project and must be allowable costs only. Allowable costs are defined as those costs which are allowable under this Agreement and the approved project budget. Acceptable items of work are those referenced in the *North Carolina Airports - Program Guidance Handbook* and North Carolina General Statutes.

C-2. The Sponsor shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Sponsor shall make such materials available at its office at all reasonable times during the contract period and for five (5) years from the date of final payment under this Agreement for inspection and audit by the Division.

C-3. In accordance with the Compliance Supplement based on the requirements of the 1996 Amendments and 2 CFR Part 200, Subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits, the Sponsor shall arrange for an independent financial and compliance audit of its fiscal operations. The Sponsor shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the audit report, but not later than nine (9) months after the Sponsor's fiscal year ends.

C-4. Payment of the funds obligated under this Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Division:

- A. Payments from the Division to the Sponsor are made on an advance or a reimbursement basis.
- B. If an advance payment is received, the Sponsor must pay all contractors/vendors within 3 business days of receipt of the Division's advance payment and provide proof payment.
- C. Reimbursement must be requested by the Sponsor within 60 days after issuing payment to the vendor. If the expense was incurred before the agreement was executed and was in the approved project budget, reimbursement must be requested within 60 days of an approved grant agreement.

C-5. The Sponsor may make application to the Division for a corresponding increase if, after the acceptance of the project by the Division, the final State share of approved eligible project costs is more than the amount of State funds obligated for the project. This increase will be considered for funding in accordance with their relative priority versus other applications for available State funds. The Division's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Division for any payment above this amount unless and until the Sponsor receives notice of availability confirmed in a written modification by the Division.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

- D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.
- D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.
- D-3. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- D-4. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.
- D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- D-8. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- D-9. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.