GRANT AGREEMENT (CONSTRUCTION)

PART I - OFFER

Date of Offer**:** _____ Project / Grant No.: _____

To: _____

(referred to as the "Sponsor")

FROM: The State of South Carolina (acting through the South Carolina Aeronautics Commission, herein referred to as "SCAC").

WHEREAS, The Sponsor has submitted to SCAC a Project Application dated _____ for the grant of State Funds for a project for development of the _____ together with plans and specifications for such a project, as approved by SCAC, is hereby incorporated herein and made a part hereof:

and

WHEREAS, SCAC has approved a project for development of the Airport ("herein called the "Project") consisting of the following described improvements and/or tasks:

_____ **(Construction)**

All as more particularly described in the Airport Layout Plan and/or plans, and specifications incorporated in the said Project Application:

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of this grant and in consideration of (a) the Sponsor's adoption and ratification of the acceptance of this Offer and Agreement, as hereinafter provided, and (b) the benefits to accrue to the State of South Carolina and the public from the accomplishment of the project and the operation and maintenance of the Airport, as herein provided.

THE STATE OF SOUTH CAROLINA ACTING THROUGH SCAC, HEREBY OFFERS AND AGREES to pay, as South Carolina's matching share of the allowable cost incurred in accomplishing the project as per the following schedule:

Funding Source	Amount
State	$_____
Sponsor	$_____
Federal	$_____
Other	$_____

for a total cost of $_____ subject to the following:

1. The maximum obligation of the State of South Carolina payable under this Offer and Agreement shall not exceed $_____ which all parties to this Agreement understand may be subject to the prior and continuing approval of the State Fiscal Accountability Authority and the General Assembly and its component review committees.

2. SCAC reserves the right to amend or withdraw this Offer at any time prior to its binding acceptance by the Sponsor.

3. This Offer shall expire and the State of South Carolina shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above Date of Offer or such longer time as may be prescribed by SCAC in writing.

4. The funds allocated by this Agreement shall be held in escrow for a period of one (1) year after the Date of Offer. If progress on the described project has not begun at that time, the funds will revert to SCAC for reallocation to other worthwhile projects.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application shall be evidenced by execution of Part II of this Agreement by the Sponsor. The respective obligations under this Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of said acceptance.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA AERONAUTICS COMMISSION

_____ _____

Gary W. Siegfried, Executive Director — Date
South Carolina Aeronautics Commission

ACCEPTANCE OF GRANT

_____ _____

Signature of Sponsor — Date
Legal Authority to Execute this Grant

_____

Printed Name and Title of Authorized Official

PART II - SPONSOR ASSURANCES

In order to furnish SCAC with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with SCAC as follows:

1. Covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through SCAC, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project. In the event that the Airport and the facilities covered by the Project are not maintained as such for public use for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse SCAC the amount of the grant.

2. In the event that the grant is conditioned upon a repayment schedule of any or all of the awarded funds, notwithstanding the other obligations herein that may require repayment in the event of default or non-compliance with these grant assurances, the Sponsor agrees to be bound by such additional grant assurances as may be required by SCAC as incorporated hereto and set forth in a separate schedule to these assurances.

3. Sponsor shall:
    a. Begin accomplishment of the Project within a reasonable time after acceptance of this Offer, but no later than one (1) year from award of this Offer;
    b. Carry out and complete the project in accordance with the terms of this agreement, applicable policies and procedures required by SCAC, and applicable statutes, regulations and fiscal policies of the State of South Carolina, and any applicable local ordinances;
    c. Carry out and complete the project in accordance with the plans and specifications incorporated herein, including any revisions or modifications approved in writing by SCAC. Sponsor further agrees to copy SCAC as to all construction progress reports, payment applications, and completion documents and related correspondence;
    d. Submit all planning and construction documents to SCAC for review and approval; and
    e. Notify SCAC, in writing, in a timely manner, and with appropriate support documentation and/or electronic files, of any significant changes to the airport so that same may be incorporated into SCAC's records and/or databases, including the South Carolina Airport System Plan. Significant changes include, but are not limited to:
        - ✈ new, upgraded, deactivated, or repurposed airfield pavement and lighting;
        - ✈ land acquisition or releases, including easements;
        - ✈ major obstruction clearing;
        - ✈ new, upgraded, or downgraded instrument procedures; and
        - ✈ new, revised, or expanded airport-related zoning ordinances.

4. Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.

5. Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including airfield lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.

6. Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies and covenants of this agreement.

7. Any misrepresentations or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the State of South Carolina and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, SCAC on behalf of the State of South Carolina, may demand and recover from Sponsor all grant payments made, plus interest at the legal rate prevailing at date of demand.

8. Sponsor shall maintain insurance in force at all times covering property damage on the project to cover any and all losses. The amount of the coverage, per claim, shall, at a minimum, be equal to the total cost of the project.

9. Sponsor shall maintain clear, safe, and economically viable approaches to the airport in compliance with appropriate criteria set forth in one or more of the following airspace standards:
   - ✈ FAR Part 77 Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
   - ✈ Advisory Circular 150/5300-13A, Airport Design, or successor guidance; or other guidelines approved in writing or amended by SCAC.

   Failure on the part of the Sponsor to take appropriate action to remove any and all obstructions in the approaches, in a manner that ensures safety and protects public investment in the airport, may result in withholding of any payment of the funds established by this agreement for the herein described project until such time as the necessary actions are taken.

1. Sponsor shall enact a zoning ordinance on all land surrounding the airport under its jurisdiction so as to conform, at a minimum, to the pertinent regulations and/or criteria of:

- 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, as amended;
- Advisory Circular 150/5300-13A, Airport Design, or successor guidance;
- Advisory Circular 150/5190-4A, A Model Zoning Ordinance to Limit Height of Objects Around Airports, or successor guidance; and
- 14 CFR Part 150, Airport Noise Compatibility Planning, as amended.

The criteria in the ordinances shall limit the following items:

- the height of objects around airports,
- communication, visibility, and bird strike hazards,
- incompatible land uses in the Runway Protection Zone (RPZ); and
- if applicable, incompatible land uses within the 65 DNL noise contour.

Airport-related zoning ordinances shall have at least one attached scaled map that clearly illustrates the relevant airspace and land use zones. Sponsors shall submit to SCAC the current zoning ordinance(s) and attached map(s) related to the airport, that have been approved by the local government(s) having jurisdiction on lands surrounding the airport, including pertinent signatures, seals, and dates of ordinances readings.

The Sponsor further agrees to develop procedures necessary to comply with Section 55-13-5 of the South Carolina Code of Laws, as amended regarding land use in the vicinity of the Sponsor's airports.

11. Sponsor will maintain a current Airport Layout Plan, having the current approval of SCAC, showing existing and future landing areas and associated taxiways, pertinent approach surface dimensions and slopes, Runway Protection Zones, and building areas. The Sponsor will conform to the current Airport Layout Plan in any future improvements or changes at the Airport. The Sponsor shall furnish SCAC a current Airport Layout Plan (ALP) and property plats in all of the following formats:

- Paper of at least 24 inch by 36-inch size sheet(s);
- Portable Document Format (PDF) electronic file(s).
- GIS shapefile(s) or geodatabase in South Carolina State Plane coordinates; or
- CAD DWG file(s) in South Carolina State Plane coordinates (International feet).

Sponsor shall be responsible for furnishing to SCAC such documents, data, and / or electronic files as may be necessary to keep the Airport Layout Plan, State Airport System Plan, and related SCAC records and databases up to date.

12. Sponsor will furnish a set of "As Built Plans" or "Record Drawings" for the current project to SCAC within ninety (90) days after completion of this project. The sponsor shall submit these documents, at a minimum, in both paper and PDF electronic file formats

13. Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship and will maintain a daily project diary, submit weekly progress reports to SCAC, and maintain and provide documentation and certification to SCAC that the work and

materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to SCAC that work and materials comply with plans and specifications.

14. Affidavit of Non-Collusion - South Carolina Code Section 39-3-10, et seq., 39-5-10, et seq., and Federal Law 15 U. S. Code, Section 1) are designed to ensure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free completive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of the state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require an affidavit of non-collusion of the prospective bidder in the form attached thereto as Exhibit A.

15. Sponsor covenants and agrees to disburse funds derived from SCAC solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to SCAC a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.

16. Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.

17. Sponsor agrees Project work and payment request shall be completed within four (4) years of the execution of the Grant Agreement.

18. Sponsor shall request final reimbursement within ninety (90) calendar days after final project acceptance.

19. Sponsor agrees and covenants that all work performed under this grant will be conducted and completed in compliance with all local, state, and federal laws and regulations that are applicable to any and all phases of the Project.

20. Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

21. The South Carolina Aeronautics Commission (SCAC) requires that all contractors and vendors performing work on SCAC-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

22. In accordance with South Carolina's Prompt Payment Act, SC Code Ann. §29-6-10 *et seq*, SCAC requires SCAC Grant Recipients to pay contractors or vendors for satisfactory performance of their contracts no later than 21-days from receipt of the contractor's or vendor's invoice.

23. Grantees are required to comply with an amendment to the SC Code of Laws enacted by the General Assembly and effective June 30, 2026 as follows:

    - ✈ Iron or Steel Products Procurement Preference: The Grantee and any Contractors under its supervision are required to comply with SC Code Ann. §11-35-5350. This domestic content procurement preference requires that all iron or steel products permanently incorporated in covered public works projects are produced in the United States, unless excluded because of an emergent situation affecting public health, safety, or property or an exception applies.

PART III - ACCEPTANCE

_____ (Sponsor) does hereby ratify and adopt all statements, representations, warranties, covenants, sponsor assurances and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby unconditionally accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____day of_____, 20____

_____

(Name of Sponsor)

_____

(Signature By)

_____

(Title)

(Seal)

Attest_____

Title_____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for _____
do hereby certify: That I have examined the foregoing Grant Agreement and the proceedings taken by said _____ relating thereto, and find the Acceptance by Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of South Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated this_____ day of_____, 20____

Signature By_____

Title_____

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

(To be completed by the Project General Contractor)

STATE OF SOUTH CAROLINA

COUNTY OF_____

Personally, appeared before me_____

being first duly sworn says that he is a member of the firm of _____ and further says that his firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state has been complied with and further agrees, on behalf of himself, his firm, association, or corporation, that in any subsequent prosecution for perjury of him, his firm, association, or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

_____

(Legal Signature)

SWORN to me before this_____ day of_____, 20__

Signature By_____

Notary Public for _____