



DARE COUNTY AIRPORT AUTHORITY

**Dare County Regional Airport**

P.O. Box 429 ~ 410 Airport Road  
Manteo, NC 27954  
(252) 475-5570 ~ Fax (252) 473-1196



**DARE COUNTY AIRPORT AUTHORITY  
MINUTES of the  
July 28, 2021 MEETING**

**Members Present:** Fred Newberry, Joe Blakaitis, William Pope, Wally Overman, George Henderson, David Crownover

**Members Absent:** Charlie Davidson, Jack Shea, Pete Burkheimer, Jr.

**Also Attending:** Robert Hobbs, Hornthal, Riley, Ellis & Maland; John, Talbert & Bright; David Daniels, Airport Director; Margaret Stauffer, Finance Officer & Clerk to the Board

Vice Chairman Newberry called the July 28, 2021 meeting of the Dare County Airport Authority to order at approximately 4:10 pm.

**ITEM 1 - Public Comments:**

No Comments submitted prior to the meeting and no comments by phone.

**ITEM 2 - Engineer's Report:**

*John Massey updated on the following: (see attached)*

- *Apron Pavement Rehabilitation –After the June authority meeting, the airport coordinated a review of the Good Faith Effort (GFE) submitted by Hatchell Concrete. The review was performed by Ken Weeden & Associates. Based on their review of the GFE submitted, Ken Weeden & Associates indicates “After conducting the Good Faith Effort review, it is the assessment of KWA that the bidder did take “necessary and reasonable steps” to ensure that minority- and women-owned businesses have the opportunity to compete for and perform as subcontractors in the project”.*

TBI has contacted Hatchell Concrete to notify them of the Airport Authority's award of the contract, Schedule I Concrete Alternative.

A grant modification must be submitted to NCDOA to add the construction costs to the existing grant using the previously award grant funds. The airport authority needs to approve the local match in order for the grant modification to be submitted.

TBI has also prepared a Construction Administration phase services work authorization. The Work Authorization has been coordinated with David Daniels and with NCDOA. David has coordinated with NCDOA for an Independent Fee Estimate to be performed. Once the results of the IFE are available, the work authorization will be finalized. A grant modification will be required once the IFE is complete and the work authorization is finalized.

- *Runway 23 Land Acquisition* – Offer to purchase has been sent by the airport to City Beverage for properties located at 1099 and 1115 Driftwood Drive.

The appraisal for the Roughton property is being completed and should be available at the end of next week. Once received, the appraisal will be sent to NCDOT for the review appraisal to be performed.

**MOTION:** Bill Pope motioned to approve grant modification to add the construction costs to the existing grant and approve the local match by adding \$256,955.  
**SECOND:** Wally Overman  
**DISCUSSION:** The new local match total will be \$275,312.  
**OPPOSED:** None  
**OUTCOME:** Carried

**MOTION:** Joe Blakaitis motioned to approve Talbert & Bright's Work Order #21-01 for the Apron Rehabilitation Construction Administration phase services not to exceed \$243,400.  
**SECOND:** Bill Pope  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

**MOTION:** Fred Newberry motioned to approve the local match increase of \$24,340 for the Construction Administration phase services work authorization #2301-2101.  
**SECOND:** Joe Blakaitis  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

**ITEM 3 - Attorney's Report:**

- Attorney Hobbs stated that this month 31 years ago in 1990 was his first meeting on this board. He wanted to express his appreciation for the continued business and opportunity to serve the Airport Authority.
- Hornthal, Riley, Ellis & Maland, L.L.P. new contract with a fee schedule (see attached).

**MOTION:** Joe Blakaitis motioned to approve Hornthal, Riley, Ellis & Maland, L.L.P. new legal contract and new fee schedule as written and provided.  
**SECOND:** Wally Overman  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

- Scope of Work and Cost Estimate for Wescott Cemetery – Found two companies qualified for the work and only one offered and gave a bid. This bid describes in detail what the company plans to do and how they plan to do the work. Complies with the due diligence and the Statius which is making ensure that everyone known or may have some connection to next of kin. This proposed bid is for the board to approve the bid with condition it goes to the Board of Commissioners first as the property owner.

**MOTION:** Bill Pope motioned to approve the bid proposed by Legacy Research Associates for an amount of \$15,545 on the condition that the Board of Commissioners approval the contractor and the work to be approved.  
**SECOND:** Joe Blakaitis  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

#### **ITEM 4 - Chair Report:**

Vice Chairman Fred Newberry reported the following:

- Chairman Davidson, Wally Overman and David Daniels made a presentation to the Board of Commissioners meeting on July 19<sup>th</sup>. This was a short informed/update that covered the airport's activities over the past two year and and went over the current businesses in operations. This information also gave reported on operations data like fuel sales, types of aircrafts/numbers and other general information.

#### **TEM 5 - Director's Report**

Airport Direct Daniels:

- *Aircraft Movement update:*  
August 2019 average daily movements – 207
- *Fuel Sales for August –*  
Jet fuel sales for 2020 have already surpassed 2019 gallons
- NCAA Conference – Members need to confirm on who will be attending.

**MOTION:** Bill Pope motioned to approve the Capital Project Ordinance Budget Amendment increase the amount by \$2,733,138 for Apron Rehabilitation construction work.  
**SECOND:** Wally Overman  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

**ITEM 6 - Committee Reports:**

*Events Committee: Fred Newberry*

- AOPA – decided not to have any small events this year.
- Possibility working with the candy bomber event in December.

**ITEM 7 - Comments from the Authority Members:**

None

**ITEM 8 - Adjourn**

**MOTION:** Bill Pope motioned to adjourn.  
**SECOND:** George Henderson  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

The meeting was adjourned at 5:10 PM ET

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Margaret Stauffer, Clerk to the Board  
Dare County Airport Authority

**DARE COUNTY AIRPORT AUTHORITY  
410 AIRPORT ROAD, MANTEO, NC  
Wednesday, July 28, 2021  
AGENDA**

**4:00 PM CONVENE AUTHORITY FOR MONTHLY MEETING**

**ITEM 1 PUBLIC COMMENTS**

**ITEM 2 ENGINEER'S REPORT**

**ITEM 3 ATTORNEY'S REPORT**

**ITEM 4 CHAIR'S REPORT**

**ITEM 5 DIRECTOR'S REPORT**

**ITEM 6 CONSENT AGENDA**

**ITEM 7 COMMITTEE REPORT**

**ITEM 8 COMMENTS FROM THE AUTHORITY MEMBERS**

**ITEM 9 ADJOURN**



This instrument has been preaudited  
in the manner required by the Local  
Government Budget and Fiscal Control Act.

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Finance Officer

**AGREEMENT FOR EMPLOYMENT OF  
HORNTAL, RILEY, ELLIS & MALAND, L.L.P.  
AS LEGAL COUNSEL**

THIS AGREEMENT, a contract for employment of legal counsel, effective as of August 1, 2021 (the "Effective Date"), by and between HORNTAL, RILEY, ELLIS & MALAND, L.L.P., 2502 South Croatan Highway, Nags Head, NC 27959, a North Carolina general partnership, hereinafter referred to as the "Firm," and the DARE COUNTY AIRPORT AUTHORITY, PO Box 429, Manteo, NC 27954, hereinafter referred to as the "DCAA."

The DCAA hereby employs the Firm to represent the DCAA in all legal matters which the DCAA requests Firm to handle.

In consideration of the legal services to be furnished by the Firm, the DCAA shall pay the Firm pursuant to the following fee arrangements:

1. LEGAL SERVICES. The DCAA is employing the Firm instead of any particular individual or individuals, and the Firm reserves the right to decide who will handle all or any portion of the Firm's work for you. Robert B. Hobbs, Jr. will be primarily responsible for handling your legal matter.
2. FEES.
  - a. The DCAA agrees to pay to the Firm a blended rate for all of the Firm's attorneys of \$250.00 per hour, and \$150.00 per hour for paralegal time.
  - b. In the event an attorney or paralegal must travel outside his/her office at the DCAA's request, the DCAA will be billed for actual travel time and time worked.
  - c. Expenses incurred by the Firm or advances made by the Firm in connection with providing legal services will be billed separately. Any necessary third party expenses will be billed to the DCAA at actual cost to the Firm, except for any overnight mail packages, in which case the Firm may bill to the DCAA at a flat-rate expense of \$25.00 per package. Computer assisted legal research expense which involves databases outside of the Firm's flat-rate research subscription would be billed by the Firm to the DCAA at the cost incurred by the Firm, but will not be incurred without prior approval of the Airport Director or Chair. Internal law firm copy charges are billed on a per-unit basis using amounts that have been set to include staff costs associated with such expenses. Low-volume and occasional photocopy

expenses are not billed to the DCAA by the Firm. However, if a particular matter being handled for the DCAA requires a large volume of photocopies to be made on the Firm's photocopiers, those expenses may be billed to the DCAA in the Firm's discretion at the following rates: \$0.25 per page for black and white photocopies, and \$0.50 per page for color photocopies. Automobile travel within Dare County on a DCAA matter is not charged to the DCAA. Automobile travel outside of Dare County on a DCAA matter may be charged by the Firm to the DCAA at the IRS per-mile rate (as set by the IRS from time to time). Expenses are subject to change.

d. The Firm bills in increments of six (6) minutes each, regardless of the actual time spent.

2. DCAA REQUESTS FOR LEGAL ADVICE.

a. All correspondence prepared by members or staff of the DCAA shall be submitted to the Firm for comment, review or opinion only after prior approval from the DCAA's Chair, Treasurer, or the Airport Director.

b. All requests for the Firm to perform research, preparation of correspondence or to provide a legal opinion shall first be approved by the DCAA's Chair, Treasurer or the Airport Director.

c. All requests for the Firm to attend committee meetings of the DCAA shall first be approved by the DCAA's Chair, Treasurer or the Airport Director.

d. The Firm will attend all regular and special meetings of the DCAA's Board Members unless told otherwise in advance of such meeting.

3. BILLING FREQUENCY AND LATE CHARGES. The DCAA will be billed monthly. If in any one month the amount of unbilled time does not exceed \$25.00 then the Firm reserves the right to delay sending a bill until a subsequent month when more unbilled time has been added. All statements are due upon receipt. All amounts not paid within thirty (30) days of the billing date are subject to late charges on the outstanding balance at the rate of 1.5% per month. All payments received from the DCAA will be applied first to any late charge due. The DCAA acknowledges that the DCAA will not be entitled to further representation in this matter if full payment of legal fees is not within thirty (30) days after the initial billing of the same.

4. TERMINATION OF SERVICES. The DCAA may terminate this Agreement at any time. Any termination does not relieve the DCAA of the obligation to pay any amounts owed to the Firm for fees accrued or expenses incurred through the date of termination. The Firm may terminate this Agreement if (1) the Firm discovers any conflict of interest; or (2) the DCAA fails to pay immediately when due any amounts required to be paid under this Agreement; or (3) the Firm provides the DCAA with reasonable notice of not less than thirty (30) days and an opportunity to obtain other counsel.



5. MISCELLANEOUS TERMS.

a. The DCAA indicates an understanding that the Firm has not made any guarantees or promises to the DCAA about the outcome or result of any legal matters. The DCAA agrees to notify the Firm immediately in writing if (a) the DCAA feels or believes any matter is not receiving proper attention or is otherwise not being properly handled, or (b) the DCAA suspects any misunderstanding about what the Firm is to do for the DCAA, or (c) the DCAA has concern or questions about any bill received from the Firm for services rendered.

b. The DCAA agrees that this Agreement has been thoroughly explained to and reviewed by the DCAA before being signed.

c. If the DCAA fails to pay the amounts due to the Firm under this Agreement, the DCAA agrees to pay all reasonable attorneys' fees and other expenses incurred by the Firm in collecting the amounts due.

d. Because of a lack of storage space, the Firm may wish to destroy the DCAA's paper file in the future. The Firm agrees to retain the paper file for a minimum of six (6) years after the conclusion of the Firm's representation of the DCAA on any particular matter, during which time the DCAA may request or retrieve the DCAA's paper file from the Firm. If the DCAA does not request the paper file from the Firm within such six (6) year period, the file is subject to destruction no sooner than six (6) years after the conclusion of the Firm's representation of the DCAA on the particular matter. The DCAA authorizes the Firm to destroy the DCAA's paper file no sooner than six (6) years after the conclusion of the Firm's representation of the DCAA in any particular matter, without the need for any further notice from the Firm to the DCAA. The DCAA understands and acknowledges that this authorization may be revoked in writing by the DCAA at any time prior to the conclusion of such six (6) year period by the DCAA requesting the paper file from the Firm in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

BY:   
Via Chair

HORNTHAL, RILEY, ELLIS & MALAND, LLP

By:   
Robert B. Hobbs, Jr., Partner

Scope of Work and Cost Estimate  
Historical and Archaeological Investigations at the Wescott Cemetery  
Dare County Regional Airport  
410 Airport Road, Manteo, Nags Head Township, Dare County, North Carolina  
Dare County NC PIN 987012857338  
Dare County NC Parcel 025251001

Prepared by Legacy Research Associates  
July 26, 2021

The Dare County Regional Airport proposes to relocate a cemetery that is located in the middle of the airfield behind the hanger (Figure 1) and fenced with a low white wooden fence (Figure 2). The fenced area measures 50 feet by 80 feet.



Figure 1. Approximate location of the fenced burial ground (blue rectangle) identified on the Dare County GIS.





Figure 2. Northwest corner of the fenced burial area  
(<https://www.findagrave.com/memorial/126575165/lovie-d.-wescott>).

There are seven known burials in the cemetery. Five are marked and two are illegible.  
(<https://www.findagrave.com/cemetery/2534110/wescott-cemetery>).

The oldest marked burial is for Thomas Fitzpatrick, a Private with the Georgia 3rd Infantry, Burke Guards. He died on November 15, 1861, of disease while the Confederate Army occupied Roanoke Island.

His burial record on file with the North Carolina State Archives identifies the location as "Brisbane Cemetery" in Manteo (Figure 3).

<b>Fitzpatrick, Thomas</b>	<b>Dare County</b>
	<b>Manteo, N. C.</b>
	<b>Brisbane Cemetery</b>
<b>b. 1822</b>	
<b>d. 1861</b>	

Figure 3. Thomas Fitzpatrick burial record on file at the North Carolina Archives.

The other marked burials are associated with the John Wescott and Lovie Tillett Wescott family.

- John Wescott (1824-1884)
- Lovie Tillett Wescott (1831-1922)
- Charles D. Wescott (1861-1889)
- Infant Daughter Wescott (1898-1896)

A cemetery survey conducted in the 1930s, identified three of the Wescott burials listed above as being in the "Brisbane Cemetery" located in a field known as "Brisbane Estate" owned by C. V. Brinkley (Figure 4). The marker for the infant daughter Wescott (1898-1898) was not recorded during that survey.

BRISBANE CEMETERY --Manteo Dare County, NC		
Location: In field known as Brisband Estate now owned by C.V. Brinkley. It is located on west side of Roanoke Island about 3 miles from Manteo.		
NAME	BORN	DIED
Fitzpatrick, Thomas	-----1822	----1861
Wescott, Charles Husband of Bina Forbes	3 Mar. 1861	30 Nov. 1889
Wescott, John Husband of Lovie Wescott	14 Nov. 1824	10 Nov. 1884
Wescott, Lovie Wife of John Wescott	24 Sept. 1831	6 May 1922

Figure 4. Brisbane Cemetery recorded during the Tombstone Survey of North Carolina in 1938 (<http://www.usgw-tombstones.org/northcarolina/dare.html>).

One of the headstones (John Wescott) lies outside the fencing (Figure 5).

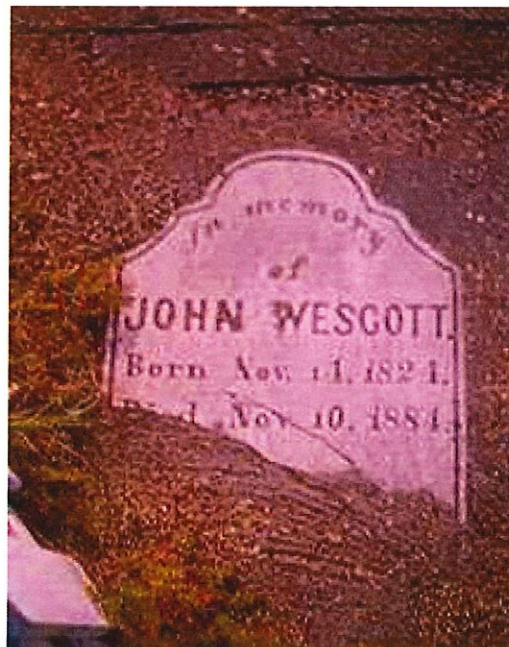


Figure 5. John Wescott Headstone outside the fencing (<https://www.findagrave.com/memorial/126575232/john-wescott>).

In summary, the burial area, currently referred to as the “Wescott Cemetery,” was historically (as late as 1938) known as the “Brisbane Cemetery.” The five marked burials date from 1861 to 1922. Most of the burials are associated with the Wescott family and one is for with a soldier who served in the Georgia 3rd Infantry, Burke Guards and died on Roanoke Island in 1861. One of burial (John Wescott) is located outside the fence.

This scope of work is for historical and archaeological investigations to document marked and unmarked graves located on land planned for ground-disturbing activities. It will include deed research, genealogical research, and ground-penetrating radar and field investigations to facilitate approval to the proposed cemetery relocation. Approval for the disinterment, removal, and reinterment of these graves falls under the jurisdiction of the governing body of the county in which the cemetery is located as set forth in North Carolina General Statute 65-106(a).

## Deed Research

On March 1st, 1940, the Dare County Board of Commissioners appointed a committee to acquire property and begin planning for the construction of a publicly owned airport. Information about the acquisition of this property (possibly from C. V Brinkley as indicated on the Brisbane Cemetery Tombstone Inventory from 1938 – see Figure 4) will begin with contacting John Ratzenberger, Curator of the Dare County Airport Museum. Tracing the chain of title may reveal historical information about the cemetery.

## Genealogical Research

Genealogical research will include tracing the family line for Thomas Fitzpatrick and for the John and Lovey Wescott family to identify next of kin (closest living blood relative to comply with North Carolina General Statute 65-106(b)). North Carolina General Statute 65-106(b) states that

The party effecting the disinterment, removal, and reinterment of a grave containing a decedent's remains under the provisions of this Part shall, before disinterment, give 30 days' written notice of such intention to the next of kin of the decedent, if known or subject to being ascertained by reasonable search and inquiry, and shall cause notice of such disinterment, removal, and reinterment to be published at least once per week for four successive weeks in a newspaper of general circulation in the county where such grave is located, and the first publication shall be not less than 30 days before disinterment. Any remains disinterred and removed hereunder shall be reinterred in a suitable cemetery.

The Wescott's are a prominent family in Manteo. The Mayor of Manteo proclaimed October 28, 2017, and “Wescott Family Day.” The Wescott family traces its history to Manteo (then Currituck County) to 1755; they were one of seven original families that settled on Roanoke Island. The family donated one acre of land in 1870 for the courthouse, and many of Wescott men served as Lifesavers and Keepers of the Stations. The first Wescott family reunion was on October 28, 2017 (Figure 6 and Figure 7). Family historians were identified as two descendants of Josiah Holly Wescott, who was the son of John and Lovie Wescott. The two family historians are: Lou Ellen Daniels and Juanita Wescott, wife of Colon Wayne Wescott. Research efforts to identify, document, and notify the closest living next of kin will contact these family historians. Between 1824 (John Wescott's birth) and 2021, it is likely that seven generations of the Wescott family will be traced to identify next of kin.





Figure 6. Wescott Family Reunion 2017 Announcement (<https://loganalogy.com/2017/11/04/wescott-family-day-october-28/>).



Figure 7. Wescott Family Reunion 2017 Cemetery Visit Photographs (<https://loganalogy.com/2017/11/04/wescott-family-day-october-28/>).

## Ground-Penetrating Radar and Field Investigations

A GSSI UtilityScan Single Channel GPR Data Acquisition System with a 350 MHz hyperstacking antenna will be used for this survey. The GPR system sends pulses of electromagnetic energy or radar into the earth through a transmitter. The radar waves propagate through the subsurface and are partially reflected back to the receiver when materials with different dielectric properties are encountered below the surface. Soil that is excavated and used to backfill a grave shaft has different dielectric properties than the surrounding undisturbed soil. Changes in subsurface materials such as disturbed soil in a grave shaft and vaults or intact coffins in a grave can be detected by the GPR system. The UtilityScan GPR system detects these changes and shows them as reflections or anomalies on the radar profiles.

GPR transects will be surveyed in a north-south orientation along parallel or sub parallel rows to look for anomalies or radar reflections. We propose to survey the area inside the fence which appears to be approximately 50 feet by 80 feet or 4000 square feet. A 20 to 30 ft perimeter around the outside of the cemetery will also be surveyed to look for unmarked burials. The potential unmarked burials will be flagged in the field or marked with paint. The location of each burial will be surveyed with a Nikon Total Station. The survey data will be used to draft a map of marked and unmarked burials identified in the field.

In addition, the fieldwork will include close-interval probing within the fenced area to identify unmarked graves, photo documenting the graves, and preparing a measured drawing of the cemetery showing the location of graves within the fenced area.

## Proposed Services

1. Conduct historical background research including deed and genealogical on the history of the property and the marked burials to identify unmarked burials and to identify next of kin.
2. Conduct a Ground-Penetrating Radar (GPR) Survey to identify anomalies or radar reflections that could indicate the presence of an unmarked burial or grave shaft.
3. Conduct close-interval probing within the fenced area to identify unmarked graves, photodocument the graves, and prepare a measured drawing of the cemetery showing the location of graves and the cemetery boundaries.
4. Publish the legal notice for the proposed removal and reinterment of the graves for four consecutive weeks in the local newspaper (*The Coastland Times*).
5. Notify next-of-kin (closest living blood relative) by mail of the planned relocation.
6. Prepare a report of investigations that documents the due-diligence efforts to identify the burials, to define the cemetery boundaries, and to contact next of kin.
7. Prepare and submit the due-diligence documentation

## Scheduling

Work can begin one week following the receipt of a signed contract.

Projected Timeline									
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9
Task 1	Background Research								Submit Due-Diligence Documentation
Task 2	Remote Sensing Investigations								
Task 3	Cemetery Field Investigation								
Task 4					Legal Notice – 4 weeks				
Task 5					Notification Letters to Next of Kin				
Task 6					Report of Investigations				
Task 7									

## Cost Estimate and Assumptions

Task 1	Background Research - Genealogy and Deed	\$3,000.00
Task 2	GPR Survey	\$5,300.00
Task 3	Archaeology Probing, Photography, and GIS Mapping	\$2,500.00
Task 4	Report of Investigations	\$3,500.00
Task 5	Legal Advertisement of Proposed Grave Relocation	\$500.00
Task 6	Notification Letters to Next of Kin (closest living blood relatives)	\$45.00
Task 7	Prepare and Submit Due-Diligence Documentation	\$700.00
	Total	\$15,545.00

1. No more than 8 hours of consultation to assist with acquiring approval for the proposed grave relocation.
2. No more than 30 notification letters to next of kin.
3. If the ground-penetrating radar identified unmarked burials more than 30 feet from the fenced portion of the cemetery then additional costs will be incurred.

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## **Talbert & Bright Engineers Update**

**July 28, 2021**

### **Apron Pavement Rehabilitation**

After the June authority meeting, the airport coordinated a review of the Good Faith Effort (GFE) submitted by Hatchell Concrete. The review was performed by Ken Weeden & Associates. Based on their review of the GFE submitted, Ken Weeden & Associates indicates "After conducting the Good Faith Effort review, it is the assessment of KWA that the bidder did take *"necessary and reasonable steps"* to ensure that minority- and women-owned businesses have the opportunity to compete for and perform as subcontractors in the project".

TBI has contacted Hatchell Concrete to notify them of the Airport Authority's award of the contract, Schedule I Concrete Alternative.

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TBI has also prepared a Construction Administration phase services work authorization. The Work Authorization has been coordinated with David Daniels and with NCDOA. David has coordinated with NCDOA for an Independent Fee Estimate to be performed. Once the results of the IFE are available, the work authorization will be finalized. A grant modification will be required once the IFE is complete and the work authorization is finalized.

### **Runway 23 Approach Land Acquisition**

Offer to purchase has been sent by the airport to City Beverage for properties located at 1099 and 1115 Driftwood Drive.

The appraisal for the Roughton property is being completed and should be available at the end of next week. Once received, the appraisal will be sent to NCDOT for the review appraisal to be performed.

**DARE COUNTY REGIONAL AIRPORT**  
**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**  
**Talbert & Bright, Inc.**

**June 28, 2021**

**Work Authorization No. 21-01**

**Aircraft Parking Apron Rehabilitation – Construction Administration**

**TBI Project No. 2301-2101**  
**Funding Source: 90% State and 10% Local**  
**WBS 36244.46.6.1**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. Master Contract expiration date is January 31, 2023.

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**Description of Work Authorized:** The Engineer shall provide Construction Administration Phase Services and Grant Administration Services, for the Aircraft Parking Apron Rehabilitation project at Dare County Regional Airport. The Aircraft Parking Apron Rehabilitation project shall be as described in the plans and specifications, dated April 2021, by Talbert & Bright, Inc.

Construction Administration Phase services will be provided in accordance with the attached Work Hour Estimate. A preconstruction meeting will occur prior to NTP. TBI will obtain a list of subcontractors from the prime contractor to review their prequalification status and confirm they are prequalified prior to commencing work on the project. This Work Authorization includes scheduling, chairing, and documenting the preconstruction meeting.

Onsite monthly progress meetings will take place during the project. In addition, twice monthly virtual coordination meetings will be held with the contractor and Owner to review project schedule, construction progress and address any construction questions or concerns. A pre-paving meeting will take place onsite prior to commencing any pavement operations. A Pre-final Inspection will take place with a punch list of items developed based on the inspection, followed by a Final Inspection.

This Work Authorization also includes material submittal reviews, coordination with the contractor, owner, QA Testing Laboratory, RPR and NC Division of Aviation during construction, processing contractor pay requests, processing grant reimbursement requests and project final inspection and closeout. Any Change Orders required for the project will be coordinated with NCDOA and the sponsor prior to execution with the Contractor.

The Engineer shall provide Special Services for Full Time Resident Project Representative (RPR) with duties, responsibilities, and limitations of authority as outlined in the Contract. These services shall be provided in general accordance with the attached work scope and manhour estimate. The RPR for this project will stay in local lodging while working on the project.

The Engineer shall provide Special Services for Quality Assurance Testing services as outlined in the attached proposals. Terracon will be providing the QA Testing services. Test results will be provided to NCDOA. For any failing tests, subsequent tests will be performed and passing tests will be provided to NCDOA once passing test has been obtained. Terracon is currently an NCDOT Prequalified Contractor.

Grant Administration services will be provided for this project and will include assisting the sponsor with modification of the existing grant to add in the construction phase costs. The Grant modification will be prepared in accordance with the current version of AV-102. Other Grant Administration Services will include preparing the necessary grant paperwork, and coordination with the Owner and NCDOA throughout the construction phase. Reimbursement requests will be prepared in accordance with AV-103. Grant Administration will be performed in general accordance with the tasks shown on the attached manhour estimate.

Construction closeout documentation will be submitted electronically to NCDOT Division of Aviation in accordance with the Project Development Checklist (dated October 2020). Per the AV-202 Checklist, a one-year warranty inspection will need to be performed by the sponsor and contractor and the results of the inspection will need to be provided to the DOA. Items included in Section 3 and 4 of AV-103 Checklist (July 2020) will be submitted as well as the following:

- Signed NTP for Construction
- Issued for Construction Plans and Specifications
- MBE/WBE Letters of Intent
- Letter of Determination for FAA form 7460
- Progress meeting minutes and attendance lists
- RPR weekly reports
- Documentation of any failing QA tests
- Partial Waiver Liens for retainage reduction
- Copies of Change Orders
- Record Drawings

**Time Schedule:**

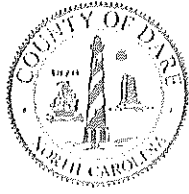
The Construction Phase Services shall be performed within the current contract time of the Aircraft Parking Apron Rehabilitation construction contract (150 calendar days), including provisions for the preconstruction meeting/work and project closeout.

**Cost of Services:**

The method of payment for the Construction Administration Services shall be lump sum in accordance with Article V of the Contract. The Resident Project Representative Services shall be paid on an hourly basis (plus per diem) for time spent on the project, including travel. The method of payment for Quality Assurance Testing Services shall be actual cost of services, plus a markup. RPR and Subconsultant Quality Assurance Testing Services shall not be exceeded without approval of Owner.

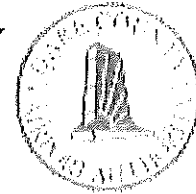
Cost Summary

Grant Administration Services (lump sum)	\$5,250.00
Construction Administration Services (lump sum)	\$70,780.00
Resident Project Representative Services (budget)	\$121,780.00
Subconsultant QA Testing Services - Terracon(budget)	\$41,590.00
<u>Subconsultant Services Markup</u>	<u>\$4,000.00</u>
Total	\$243,400.00



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(252) 475-5570 ~ Fax (252) 473-1196



July 12, 2021

Ashley Clowes Lowery  
Contract Grants Management  
NCDOT Division of Aviation  
1560 Mail Service Center  
Raleigh, NC 27699-1560

RE: Dare County Regional Airport – Grant Modification Request for Grant No. 36244.46.6.1  
“Apron Rehabilitation – Phase II”

Dear Ms. Clowes Lowery,

In June 2018, the Dare County Airport Authority was awarded State funding in the amount of \$585,000 to be used for Aircraft Apron Pavement Rehabilitation Phase II at Dare County Regional Airport under grant number 36244.46.6.1. During 2019, \$163,588 was brought under grant for Design and Bidding of Schedules I and II. In November 2020, an additional \$2,250,000 of State funds was awarded for construction.

With this grant modification request, we now seek to add the construction contract between the Dare County Airport Authority and Hatchell Concrete, Inc. for the construction phase of the project.

Additionally, under the A101 Administrative Expenses budget, we are adding \$1,330 of advertisement and re-advertisement expenses that were not covered under the bidding phase budget, and \$840 for a DBE Good Faith Effort Review by Ken Weeden and Associates since Hatchell Concrete did not meet the minimum MBE/WBE goal.

The total project budget has been increased by \$2,569,550 for a new total of \$2,751,315. The State funds have been increased by \$2,312,595 for a new total of \$2,476,183 and the Local Match has been increased by \$256,955 for a new total of \$275,132.

The required documentation has been uploaded to EBS and the Cash Flow Table has been uploaded below.

Please feel free to contact either myself or Brenna Goldner at Talbert & Bright, Inc at 910-763-5350.

Thank you for your continued assistance and service to North Carolina Aviation.

Sincerely,

*David Daniels*  
David Daniels

Airport Director

# DARE COUNTY AIRPORT AUTHORITY

## Capital Project Ordinance

For

### APRON Rehabilitation Phase II at the Dare County Regional Airport

BE IT ORDAINED by the Dare County Airport Authority of Dare County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is adopted:

Section 1: The project authorized is the Aircraft Parking Apron Rehabilitation Phase II – Design and Bidding. It shall be financed by the State Aid grant from the North Carolina Department of Transportation Fiscal year 2019, 2020, 2021 funds and by using the In-Kind funds allocated to the Airport as local match.

Section 2: The following budget shall be conducted within the Capital Projects Fund (fund #95).

Section 3: The following amount is appropriated for the project:

#### APRON Rehabilitation – Phase II

TBI Project #	Prior Amount	Increase	Amended Total
2301-2101 955785-737620-10771	\$ 181,765	\$ 2,312,595	\$ 2,312,595

Section 4: The following revenues are anticipated to be available to complete the project:

State Aid	Prior Amount	Increase	Amended Total
953785-422270-10771	\$ 163,588	\$ 112,544	\$ 275,132


Trans from DCAA Oper Fund	Prior Amount	Increase	Amended Total
953785-499400-10771	\$ 18,177	\$ 2,733,138	\$ 2,751,315

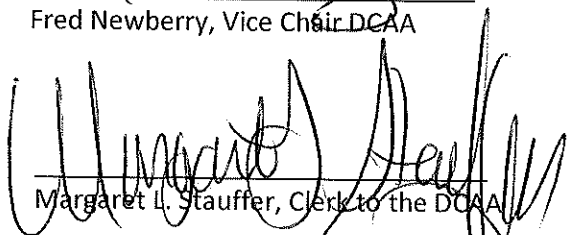
Section 5: The Finance Officer is directed to report, on a monthly basis, the financial status of the project as a part of the normal monthly reporting process currently in place.

Section 6: Copies of this capital project ordinance shall be furnished to the Budget Officer and/or the Finance Officer and to the Clerk to the Dare County Authority.

Adopted this 28<sup>th</sup> day of July, 2021

[SEAL]

  
Fred Newberry, Vice Chair DCAA

  
Margaret L. Stauffer, Clerk to the DCAA