

SPONSOR COPY



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>JUL 21 2014</u>
Airport/Planning Area	<u>Corpus Christi International Airport, Texas</u>
AIP Grant Number	<u>3-48-0051-051-2014</u>
DUNS Number	<u>782001259</u>
TO:	<u>The City of Corpus Christi, Texas</u> <u>(herein called the "Sponsor")</u>

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 June 19, 2014, for a grant of Federal funds for a project at or associated with the Corpus Christi International Airport, Texas, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Corpus Christi International Airport, Texas (herein called the "Project") consisting of the following:

Rehabilitate Taxiways B, B1, B2, B3, B4 and B5

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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 \$6,500,000.00.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

\$6,500,000.00 for airport development.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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.
4. **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, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **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.
6. **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 July 23, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** 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 in 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.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

- 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. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **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.

11. **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 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. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **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.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products 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.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When 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:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. 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 when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect;
 - or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section

106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

2 0. Exhibit A Included with Grant Application. The Exhibit “A” updated May 18, 2012, submitted with the project application is made a part of this grant agreement.

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, as provided by the Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Edward N. Agnew

Manager, Texas Airports Development Office

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 terms and conditions in this Offer and in the Project Application.

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

Executed this 22ND day of July, 2014.

City of Corpus Christi
(Name of Sponsor)
Wesley S. Pierson
(Signature of Sponsor's Designated Official Representative)

By: Wesley S. Pierson
(Typed Name of Sponsor's Designated Official Representative)

Title: Assistant City Manager
(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Elizabeth Hundley, 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 Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at 2 PM this 22ND day of July, 2014

By Elizabeth Hundley
(Signature of Sponsor's Attorney)

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

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New	
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	* Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	

* 3. Date Received:	4. Application Identifier:
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5a. Federal Entity Identifier: 3-48-0051-051-2014	* 5b. Federal Award Identifier: 3-48-0051-051-2014
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

* a. Legal Name: City of Corpus Christi, Texas	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-600074	*c. Organizational DUNS: 782001259

d. Address:

* Street1: 1000 International Drive
 Street 2:
 * City: Corpus Christi
 County: Nueces
 * State: Texas
 Province:
 Country: USA *Zip/ Postal Code: 78406-1801

e. Organizational Unit:

Department Name: City of Corpus Christi, Texas	Division Name: Aviation Department
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. First Name: Fernando
 Middle Name:
 * Last Name: Segundo
 Suffix:
 Title: Director of Aviation

Organizational Affiliation:
 Corpus Christi International Airport
 1000 International Drive
 Corpus Christi, TX 78406-1801

* Telephone Number: 361-289-0171 ext. 1213	Fax Number: 361-289-0251
* Email: FredS@cctexas.com	

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration, Texas ADO, Fort Worth, Tx. 76193-0610

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number: 3-48-0051-051-2014

Title: Rehabilitate Taxiways B, B1, B2, B3, B4, and B5.

13. Competition Identification Number: 3-48-0051-051-2014

Title: Rehabilitate Taxiways B, B1, B2, B3, B4, and B5.

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Corpus Christi, Nueces County, San Patricio County, Texas

* 15. Descriptive Title of Applicant's Project:

Rehabilitate Taxiways B, B1, B2, B3, B4, and B5.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of: TX-27

* a. Applicant TX-27

* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Rehabilitate Taxiways B, B1, B2, B3, B4 and B5

* a. Start Date: July 29,2014

* b. End Date: December 10,2015

18. Estimated Funding (\$):

*a. Federal	\$6,500,000.00
*b. Applicant	\$722,223.00
*c. State	\$0.00
*d. Local	\$0.00
*e. Other	\$0.00
*f. Program Income	\$0.00
*g. TOTAL	\$7,222,223.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Fernando

Middle Name:

*Last Name: Segundo

Suffix:

*Title: Director of Aviation

*Telephone Number: 361-289-0171 ext.1213

Fax Number: 361-289-0251

*Email: Freds@cctexas.com

*Signature of Authorized Representative: 

Date Signed: 6-23-2014

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
 Yes No

Name of Governing Body:
Priority:

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
 Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
 Yes No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
 Yes No

Name of Approving Agency:
Date: / /

Item 5.
Is the proposed project covered by an approved comprehensive plan?
 Yes No

Check one: State
Local
Regional
Location of Plan: ACIP

Item 6.
Will the assistance requested serve a Federal installation?
 Yes No

Name of Federal Installation:
Federal Population benefiting from Project:

Item 7.
Will the assistance requested be on Federal land or installation?
 Yes No

Name of Federal Installation:
Location of Federal Land:
Percent of Project:

Item 8.
Will the assistance requested have an impact or effect on the environment?
 Yes No

See instruction for additional information to be provided

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
 Yes No

Number of:
Individuals. _____
Families. _____
Businesses. _____
Farms. _____

Item 10.
Is there other related Federal assistance on this project previous, pending, or anticipated?
 Yes No

See instructions for additional information to be provided.

PART II – SECTION C (SECTION B OMITTED)

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Covered in the Corpus Christi International Airport 20-year Master Plan and the City of Corpus Christi Airport Area Plan. This plan covers the Airport and its environs and has protection for the Airport written into it, including zoning ordinances. The area plan has been incorporated into the City's Comprehensive Plan. A Part 150 Noise Compatibility Study for the Corpus Christi International Airport was approved in September 2000. It was incorporated into the Airport's Master Plan to assume compatible land use surrounding the airport.

2. **Defaults.** - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. **Possible Disabilities.** - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. **Land.** - (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the property map designated as Exhibit "A":

Within existing Airport Boundary, See Exhibit "A"

* State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART II – SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

- (b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "B":

N/A

- (c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "B":

N/A

- 5. Exclusive Rights. -There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

NONE

* State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION -- CONSTRUCTION

SECTION A - GENERAL

- 1. Federal Domestic Assistance Catalog No. 20.106
- 2. Functional or Other Breakout.....

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 10,000.00
2. Preliminary expense			\$ 00.00
3. Land, structures, right of way			\$ 00.00
4. Architectural engineering basic fees			\$ 370,749.00
5. Other architectural engineering fees (Const. Mgmt., Inspection , Surveying & Testing)			\$ 500,000.00
6. Project inspection fees			\$ 00.00
7. Land development			\$ 00.00
8. Relocation Expenses			\$ 00.00
9. Relocation payments to Individuals and Businesses			\$ 00.00
10. Demolition and removal			\$ 00.00
11. Construction and project improvement			\$ 6,341,474.00
12. Equipment			\$ 00.00
13. Miscellaneous			\$ 00.00
14. Total (Lines 1 through 13)			\$ 7,222,223.00
15. Estimated Income (if applicable)			\$ 00.00
16. Net Project Amount (Line 14 minus 15)			\$ 7,223,223.00
17. Less Ineligible Exclusions			\$ 00.00
18. Add: Contingencies			\$ 00.00
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$7,222,223.00
20. Federal Share requested of Line 19			\$6,500,000.0
21. Add Rehabilitation Grants Requested (100 Percent)			\$ 00.00
22. Total Federal grant requested (Lines 20 & 21)			\$ 6,500,000.00
23. Grantee share			\$ 722,223.00
24. Other shares			\$ 00.00
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 7,222,223.00

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$0.00	\$0.00

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27.	Grantee Share	\$ 722,223.00
	a. Securities	
	b. Mortgages	
	c. Appropriations (By Applicant)	
	d. Bonds	
	e. Tax Levies	
	f. Non Cash	
	g. Other (Explain) Airport Reserves	
	h. TOTAL – Grantee share	
28.	Other Shares	
	a. State	
	b. Other	
	c. Total Other Shares	
29.	TOTAL	\$722,223.00

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach – See Instructions)