

**TEXAS PARKS AND WILDLIFE DEPARTMENT**  
**BOATING INFRASTRUCTURE GRANT PROGRAM**  
**CONSTRUCTION AGREEMENT**

Project Number: **Y-23-D**

Project Name: **Corpus Christi Coopers Alley Transient Boat Slips**

Project Period: **06-10-2014 TO 04-30-2017**

Total Project Cost: **\$785,150.00**

Approved Federal Funds: **\$502,496.00 (75%)**

**PROJECT SCOPE AND LOCATION:**

The City of Corpus Christi will construct 35 transient boat slips at Coopers Alley L-Head to serve visiting transient recreational boats over 26' in length in the City of Corpus Christi, Nueces County Texas. The project is funded by federal pass-through funds from the Boating Infrastructure Grant (BIG) Program to provide facilities for non-trailerable recreational boaters.

This project is being funded with federal funds generated by recreational boaters. As such, charging a fee to utilize this facility is discouraged. If a fee is charged to utilize the boat docks, all revenue collected must be used to maintain and operate the boating access facility.

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For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the City of Corpus Christi ("Sponsor") hereby contract with respect to the above described project ("Project") as follows:

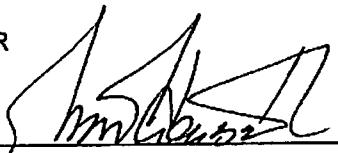
1. This Agreement is not effective until the Construction Agreement has been fully executed and no construction work shall commence by the Sponsor until this agreement is fully executed by both parties.
2. The Sponsor shall submit complete construction plans and specifications (including site map) for the Project to the Department for approval prior to any construction. The Sponsor agrees to construct the Project according to the approved plans and specifications.
3. Construction may not begin until the project has been cleared of impacts to natural and cultural resources. Once clearance is obtained, sponsor will be given written notice to proceed with construction assuming all other program conditions have been met.
4. All construction shall be in compliance with all laws and regulations duly adopted by governmental agencies of competent jurisdiction.
5. After completion and final payment by the Department, the Sponsor shall assume sole responsibility for facility operation including area surveillance, maintenance and repairs for a minimum of twenty years.
6. Local regulations may be adopted by the Sponsor pursuant to Parks Section 31.092 of the Parks and Wildlife Code. It is understood and agreed that the Sponsor shall not designate public water served by the Project as areas restricted from use by registered motorboats without Department approval. Violation of this covenant

by the Sponsor shall require 100% reimbursement to the Department of the costs of the Project.

7. The Department will assist the Sponsor with only advisory assistance within its capabilities.
8. The Department will perform a completion and acceptance inspection. Progress inspections may be performed at the discretion of the Department.
9. The Sponsor will maintain adequate records to support all claims for reimbursement and submit to the Department copies of all expenditures to be charged against the Project.
10. Sponsor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Sponsor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Sponsor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sponsor and the requirement to cooperate is include in any subcontract it awards.
11. In the event the cost of construction is below the maximum amount authorized, the Sponsor may, at its discretion, include additional improvements or appurtenances on each designated site as long as the project total contract cost figures are not exceeded; provided, however, such improvements or appurtenances are first approved in writing by the Department.
12. Upon completion of a satisfactory acceptance inspection by the Department, the Sponsor will furnish the Department with a certificate of completion and the required cost records. The Department shall remit to the Sponsor the amount of approved State funds within reasonable time from the date the Department approves such documentation as adequate.
13. The Sponsor agrees to comply with U.S. Fish & Wildlife Service Division of Federal Aid Assurances and U.S. Department of Interior Civil Rights Assurance which are attached and made part of this Agreement.
14. The Sponsor agrees that an independent audit will be conducted in accordance with federal circular A-133 audit if federal funds exceed \$500,000 in a fiscal year. Copies of the report will be furnished to the Department.
15. Sponsor agrees to maintain and operate the project so it is available to the public for a minimum of 20 years.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

SPONSOR

by  \_\_\_\_\_

Tim Hogsett, Director, Recreation Grants Branch  
Name and Title

9-25-14  
\_\_\_\_\_

CITY OF CORPUS CHRISTI

by  \_\_\_\_\_

Peter M. Davidson  
Marina Superintendent  
Name and Title

09 - 11 - 2014  
Date