

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
GRANT AGREEMENT**

Part 1 . Offer

Date of Offer August 23, 2004

San Carlos Airport/Planning Area

Project No. 3-06-0210-09

Contract No. DTFAO8-04-C-3 1552

**TO: San Mateo County
(herein called the "Sponsor")**

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 February 26, 2004, for a grant of Federal funds for a project at or associated with the San Carlos Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof, and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Improve Runway Safety Area, Construct Stopways (approx. 45,000 SF); Rehabilitate Parallel Taxiways, including drainage and marking (approx. 60' x4000'); Rehabilitate Runway 12-30 and Exit Taxiways, including draipage and marking (approx. 75' x2600')

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 percent of the allowable project costs.

The Offer is made on and subject to the following terms and conditions:

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$1,857,000.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$0.00	for planning
\$1,857,000.00	for airport development or noise program implementation.
2. **The allowable costs of the project shall not include** any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. 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. The sponsor shall carry out and complete the **Project without undue delays** and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall 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 August 27, 2004, or such subsequent date as may be prescribed in writing by the FAA.
7. -The sponsor shall take all steps, including litigation if necessary to recover Federal funds spent fraudulently, ~wasefully 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 disbursed by the sponsor that were originally **paid pursuant to** this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 shall be approved in advance by the Secretary.
8. The United States shall 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. The sponsor agrees to request cash drawdowns on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
10. It is mutually understood and agreed that 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 \$25,000.00 or five percent (5%),** whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the **Sponsor by letter of the increase.** It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant **description is advantageous and in the best interests of the United States,** the change in grant description will be unilaterally amended by letter from the FAA. **Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.**
11. **In accordance with Section 47108(b) of the Act, 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 or by an amount **not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land,** whichever is greater, based on current credible appraisals **or a court award in a condemnation proceeding.**
12. **Buy American Requirement.** Unless otherwise **approved by the FAA,** it 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 airport development or noise compatibility for which funds are provided under this grant.**
13. **It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon the basis of preliminary plans and specifications; and the parties agree that within 180 days from the date of acceptance of this Grant Offer, the Sponsor shall furnish final plans and specifications to the FAA, that no construction work will be commenced hereunder, and that no contract will be awarded for the accomplishment of such work until the said final plans and specifications have been approved by the FAA; and the parties do further agree that any reference made in this Grant Offer or in the aforesaid Application to plans and specifications shall be considered as having reference to said final plans and specifications as approved.**
14. **The sponsor agrees to perform the following:**
 - 1. **Furnish a construction management program to FAA prior to the start of construction which shall detail the theasures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:**
 - a. **The name of the person representing the sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.**
 - b. **Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of services to be provided.**
 - c. **Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).**

- d. **Qualifications of engineering supervision and construction inspection personnel.**
 - e. A listing **of all tests required by the contract specifications, including the type and frequency** of tests to be taken, **the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.**
 - f. Procedures **for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.**
2. **Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.**
 3. **Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type of types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.**
 4. **The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.**
15. **For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-i1. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:**

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum include the following:

- (1) **location of all runways, taxiways, and aprons;**
- (2) **dimensions;**
- (3) **type of pavement, and;**
- (4) **year of construction or most recent major rehabilitation.**

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. Inspection Schedule.

- (1) **Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.**
- (2) **Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.**

c. **Record Keeping.** Complete information on the findings **of all** detailed inspections and **on the** maintenance performed must **be recorded** and kept on file for a minimum of five years. The types of distress, their locations, and **remedial action, scheduled or performed, must be documented.** **The minimum information to be recorded is listed below:**

- (1) **inspection date,**
- (2) **location,**
- (3) **distress types, and**
- (4) **maintenance scheduled or performed.**

For drive-by inspections, the date **of** inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any **form of record** keeping it deems **appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA** as may be required.

e. **Reference.** Refer to **Advisory Circular 150/5380-6, ~‘Guideline and Procedures for Maintenance of Airport Pavements,’** for **specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program.** **Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.**

16. **Approval of the project included in this agreement is conditioned on the Sponsor’s compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this 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 VIATION ADMJ}.ITS ON

Andrew M. Richards
Manager, Airports District Office

Part H - 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.

Executed this 27 day of August, 2004.

San Mateo County
(NAME OF SPONSOR)

(SEAL)

By _____
(SPONSOR'S DESIGNATED OFFICIAL REPRESENTATIVE)

Title _____

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, 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 _____

Further, I have examined the **foregoing** Grant Agreement and the actions taken by **said Sponsor** and ~~Spdn~~ ~~spdn~~ ~~or~~ ~~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 _____ this _____ day of _____, 2004.

SIGNATURE OF SPONSOR'S ATTORNEY

- a. The date of execution by the Sponsor should be entered under Part **II** - Acceptance, on this page.
- b. The date of the Certificate of Sponsor's Attorney MUST BE the same or later than the date of execution.
- c. The original SEAL MUST BE stamped on this page.