



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

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JENNIFER WEBER
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DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

June 1, 2021

MEMORANDUM

TO: Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator

FROM: Juliana T. Dean *JTD/hb*
Deputy General Counsel

RE: Fully Executed
Subaward
Alabama Point Seawall Repair

Please find attached an original of the above referenced document which has been fully executed. We have retained a copy for our files and forwarded a copy to the Accounting Section.

JTD/hb

Attachments

cc: Accounting Section



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

May 24, 2021

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
Alabama Point Seawall Repair

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Orange Beach. The purpose of this subaward is to provide the City of Orange Beach (Subrecipient) funds to rebuild the existing Alabama Point seawall using a more resilient method of construction for the tidally influenced marine environment and protect the recent improvements on the upland portion of the "seawall park".

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Thank you,

Amy Hunter
DWH Restoration Coordinator

RESOLUTION NO. 21-101

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SUBAWARD GRANT AGREEMENT WITH THE
ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR
THE RESTORE ACT STATE EXPENDITURE PLAN FUNDED
ALABAMA POINT SEAWALL REPAIR**

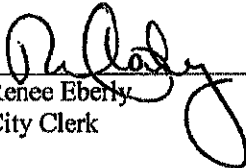
FINDINGS:

1. The purpose of this Agreement is for Alabama Department of Conservation and Natural Resources (ADCNR) to provide funding under the Resources and Ecosystem Sustainability, Tourism Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) State Expenditure Plan to the City of Orange Beach for repairs of the Alabama Point seawall.
2. The purpose of the project is to rebuild the existing Alabama Point seawall using a more resilient method of construction to protect recent improvements to the upland portion of the "seawall park."
3. ADCNR will disperse \$2,488,000 to the City to offset the cost of the project.
4. After having reviewed said agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute a grant agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach and the Alabama Department of Conservation and Natural Resources (ADCNR) as an act for and on behalf of the City of Orange Beach subject to final approval by the City Attorney; and
2. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 18th DAY OF MAY, 2021.



Renee Eberly
City Clerk

CERTIFICATE

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 21-101, which was duly and legally adopted at a regular meeting of the City Council on May 18, 2021.



City Clerk

STATE OF ALABAMA

ADCNR Grant #: SIP21-APSR

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Orange Beach (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #21 – Alabama Point Seawall Repair" (hereinafter "Project"). The purpose of this project is to rebuild the existing Alabama Point seawall using a more resilient method of construction for the tidally influenced marine environment and protect the recent improvements on the upland portion of the "seawall park", further described in the Federal Award GNSSP21AL0021-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP21AL0021-01-00
 - b. Federal Award Period of Performance: 04/02/2021-01/31/2024
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$2,488,000.00
 - d. Subrecipient DUNS#: 791793961
 - e. Total Amount of Federal Award: \$2,562,640.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of two million, four hundred eighty-eight thousand, and xx/100 dollars (**\$2,488,000.00**).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on April 2, 2021 and end on January 31, 2024.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties on April 2, 2021 and end on January 31, 2024 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE-specific Special Award Conditions, and the Gulf Coast Ecosystem Restoration Council RESTORE Act Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

- e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.1 *Protected Personally Identifiable Information (Protected PII)*, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.1 *Personally Identifiable Information (PII)*.

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons: 1) at ADCNR's discretion, the costs are not determined to be reasonable or necessary for completion of the scope of work; 2) at ADCNR's discretion, the costs are determined to be ineligible for reimbursement; 3) the Subrecipient has failed to comply with any term or conditions of this agreement; 4) the Subrecipient has otherwise failed to perform the scope of work in accordance with this agreement; or 5) ADCNR has determined that the Subrecipient has otherwise failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from

five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

13. **SUBMISSION OF REPORTS/INFORMATION:** Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. **Reporting:**

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. **Submission:**

All project communication and documents, including monthly reports and payment requests, should be sent to the ADCNR project manager. If files are too large to send via email, a link to documents for download may be provided. If the sub recipient is unable to send documents via an online link, the ADCNR project manager will work with the sub recipient to determine another suitable method for transfer of documents.

c. **Format:** Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

14. **RECORDS RETENTION/ACCESS/AUDITS:** Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

- a. **Record Retention:** Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.334, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.
- b. **Access:** The Gulf Coast Ecosystem Restoration Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
- c. **Audit Requirements:** Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.
- d. **Survival:** The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

15. **POLITICAL ACTIVITY:** Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.

16. **LOBBYING ACTIVITY:**

- a. **Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.
- b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
17. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the Gulf Coast Ecosystem Restoration Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
18. CONFLICTS OF INTEREST: Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
19. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the RESTORE Council specific Special Award Conditions in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)

- m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431---1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

20. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330)** as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week;

and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

- c. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
 - g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.
21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally-controlled facility or routine access to a federally-controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
 - k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF- 424D, or equivalent, as applicable), and any required RESTORE-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.
 - m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.
 - n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement
22. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Council specific Special Award Conditions, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.
23. **DEBARMENT AND SUSPENSION:**
- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or

voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

- c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Gulf Coast Ecosystem Restoration Council.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
24. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-27, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and RESTORE Council specific Special Award Conditions.
25. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
26. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:
- "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*
27. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the RESTORE Council specific Special Award Conditions, and all other federal, state, or local laws.

28. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
29. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
30. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
31. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
- a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The Gulf Coast Ecosystem Restoration Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
 - c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Council specific Special Award Conditions and ADCNR.
 - d. Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the Gulf Coast Ecosystem Restoration Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Gulf Coast Ecosystem Restoration Council or ADCNR."

32. **INDEMNIFICATION:**

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or

causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.

- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

33. **TERMINATION OF AGREEMENT:** This Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

34. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard

Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

City of Orange Beach
Attn: Tony Kennon, Mayor
4099 Orange Beach Blvd.
Orange Beach, AL 36561

Kit Alexander, Director of Community Development
City of Orange Beach
P.O. Box 2432
4101 Orange Beach Blvd.
Orange Beach, AL 36561
kalexander@orangebeachal.gov

35. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
36. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
37. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
38. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

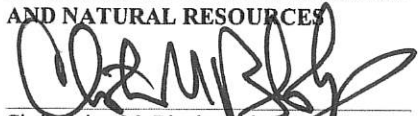
39. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
40. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
41. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
42. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
43. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
44. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
45. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
46. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
47. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
48. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE requirements associated therewith.
49. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
50. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability

shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

51. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
52. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
53. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 6-1-2021

Reviewed By Accounting

DCNR Accounting Director

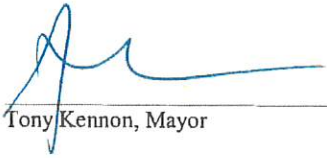
APPROVED LEGAL



Reviewed By Accounting


DCNR Accounting Director

City of Orange Beach



Tony Kennon, Mayor

Date: 5.20.2021

AL-04/06/2021

Subrecipient Name: City of Orange Beach, DUNS #791793961

Title of Grant Project: State Expenditure Plan #21 – Alabama Point Seawall Repair

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	City of Orange Beach
(ii.) Subrecipient's unique entity identifier	DUNS # 791793961
(iii.) Federal Award Identification Number (FAIN);	GNSSP21AL0021-01-00
(iv.) Federal Award Date (see §200.1 Federal award date) of award to the recipient by the Federal agency;	AL-04/06/2021
(v.) Subaward Period of Performance Start and End Date;	04-02-2021 to 01-31-2024
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$2,488,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$2,488,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$2,488,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to rebuild the existing Alabama Point seawall using a more resilient method of construction for the tidally influenced marine environment and protect the recent improvements on the upland portion of the "seawall park"
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 Spill Impact Component Project Grants - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number <u>929933406</u> , is <u>\$2,562,640.00</u> .
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 34.95%.



CITY OF ORANGE BEACH
COASTAL RESOURCES DEPARTMENT

MEMO

To: Robyn Cohron, Coastal Restoration Account Specialist, ADCNR
From: Nicole Woerner, Grants Manager
Date: February 1, 2021
Re: **Sub-recipient Annual Update - Pre-award Risk Assessment**

I have attached the 2021 Sub-recipient Annual Update - Pre-award Risk Assessment questionnaire. There have been no changes or updates to grant and/or financial management policies and procedures for 2021. Thank you for your consideration.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients.

Please provide a **SIGNED COPY** of the completed risk assessment questionnaire (pdf is okay).

This questionnaire must be completed prior to entering into a subaward agreement. DCNR will follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter, Ph.D.

Project Name: Lower Perdido Bay/Perdido Pass Navigation Project Hydrological Modeling & Sediment Budget Study

Grant Number, if known: B2F1-BU/19/OB

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Orange Beach, AL

Address: P.O. Box 458 Orange Beach, AL 36561

Telephone number: 251-981-6979

Fax number: 251-981-2551

Name of person completing this form: Ford Handley, Finance Director

E-mail address: fhandley@orangebeachal.gov

Website: www.orangebeachal.gov

Incorporated in: 1984 Incorporated Date: August 6, 1984

Number of employees: 304

DUNS number: 791793961

EIN (Employee ID Number): 63-0888669

Fiscal Year (Month/Year): 12/2020

3. Subrecipient Type of Organization (select one):

Government

Nonprofit corporation

Other corporation

Individual

4. Subrecipient Organization Classification (select all that apply):	
<input type="checkbox"/> Large Business	<input type="checkbox"/> Small Business
<input type="checkbox"/> Historically Black College/University	<input type="checkbox"/> Small Disadvantaged Business
<input type="checkbox"/> Historically Underutilized Business Zone	<input type="checkbox"/> Woman-Owned Business
<input type="checkbox"/> Minority Institution/Owned	<input type="checkbox"/> Tribal
<input type="checkbox"/> Veteran Owned	<input checked="" type="checkbox"/> Other: local government
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Phillip West
Title:	Coastal Resources Director
Telephone Number:	251-747-6166
E-mail Address:	pwest@orangebeachal.gov
Additional Contact for Subaward	
Name:	Nicole Woerner
Title:	Grants Manager
Telephone Number:	251-981-1180
E-mail Address:	nwoerner@orangebeachal.gov
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year):	
Negotiated Federal Indirect Cost Rate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

<p>8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).</p>	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Auditor Contact Name and Title:</p>	
<p>9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.</p>	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.</p>	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Explanation (if applicable):</p>	
<p>11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities? Please provide documentation to support an affirmative answer.</p>	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)? Please provide documentation to support an affirmative answer.</p>	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.</p>	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Explanation (if applicable):</p>	

<p>14. Are all disbursements properly documented with evidence of receipt of goods or performance of services? Please provide documentation to support an affirmative answer.</p>		
X Yes	<input type="checkbox"/> No	
<p>15. Are all bank accounts reconciled monthly? Please provide documentation to support an affirmative answer.</p>		
X Yes	<input type="checkbox"/> No	
<p>16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of: Please provide documentation to support an affirmative answer.</p>		
the total funds available for a grant?	X Yes	<input type="checkbox"/> No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds? Please provide documentation to support an affirmative answer.</p>		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
<p>18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable? Please provide documentation to support an affirmative answer.</p>		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
<p>19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.</p>		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<p>Explanation (if applicable):</p>		
<p>20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.</p>		

Yes	No
Explanation (if applicable):	
21. Does Subrecipient have policies that address the following? Please provide documentation to support an affirmative answer.	
Pay Rates and Benefits	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Leave	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Conflicts of Interest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Purchasing/Procurement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Capitalization/depreciation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.	
Explanation: Timesheets and tracking in our finance software system.	
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures? Please provide documentation to support an affirmative answer.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts? Please provide documentation to support an affirmative answer.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment? Please provide documentation to support an affirmative answer.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

26. Does Subrecipient periodically check its detailed property records against physical inventory? Please provide documentation to support an affirmative answer.

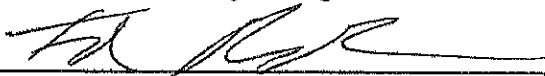
Yes No

27. Attachments: Please attach the following or check N/A if not applicable.

	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	Bylaws	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g.	Indirect cost rate agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h.	List of all subawards to Subrecipient from DCNR during	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g.	Indirect cost rate agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	<input checked="" type="checkbox"/>	<input type="checkbox"/>

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: 

Printed Name: Ford Handley

Title: Finance Director


Subrecipient Entity: Orange Beach

Date: 2.12.21

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: February 12, 2021
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) NO SITE VISIT REQUIRED AS RISK ASSESSMENT WAS AN ANNUAL UPDATE.
Additional Comments:
CONCLUSION: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High
Is the amount of identified risk acceptable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Monitoring required: Annual Updates

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: Dr. Amy Hunter Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 12, 2021

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 5/19/21

Award Description/Title: AL Point Seawall

Entity Completing Form: City of Orange Beach, AL

Entity's DUNS Number: 791793961 <http://fedgov.dnb.com/webform>

Address: P.O. Box 458

City, State, Zip+4: Orange Beach, AL 36561

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?


YES NO If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES NO If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year


 Signature

City Clerk
 Title

5/19/2021
 Date

Renee Eberly
 Typed Name of Signature

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Orange Beach

DUNS Number: 791793961

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

Obtain a DUNS number – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. **If you have already registered or are unsure**, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. **To obtain a DUNS number**, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES NO

Date: 05-24-2021

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: S1P21-APSR

Federal Award Number: GNSSP21AL0021-01-00

Search 

Search Results **Saved Searches** **Actions** 

+
-

x

Showing 1 - 1 of 1 results

ORANGE BEACH, CITY OF ● Active

DUNS	Unique Entity ID	CAGE Code	Physical Address
791793961		8A7Y4	4099 ORANGE BEACH BLVD, ORANGE BEACH, AL 36561 USA
SAM	Unique Entity ID		
JKREAZH2DMF6			

Sort by
Relevance ▼
Entity Registration
Expiration Date
Sep 30, 2021
Purpose of Registration
Federal Assistance Awards

< 1 of 1 > Results per page 25 ▼

1. DATE ISSUED *MM/DD/YYYY*
04/06/2021

1a. SUPERSEDES AWARD NOTICE dated
except that any addtlions or restrictions previously imposed
remain in effect unless specifically rescinded

2. CFDA NO.
87.052 - Spill Impact Component Project Grants

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. GNSSP21AL0021-01-00
Formerly

5. TYPE OF AWARD
Other

4a. FAIN GNSSP21AL0021

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 11/01/2019 Through 01/31/2024

7. BUDGET PERIOD *MM/DD/YYYY*
From 04/02/2021 Through 01/31/2024

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

8. TITLE OF PROJECT (OR PROGRAM)
State Expenditure Plan #21 - Alabama Point Seawall Repair

9a. GRANTEE NAME AND ADDRESS
CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF
64 N Union St Rm 458
State Lands Division
Montgomery, AL 36130-3020

9b. GRANTEE PROJECT DIRECTOR
Amy Hunter
64 N Union St Rm 458
Montgomery, AL 36130-3020
Phone: 251-621-1216

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Chris Blankenship
118 N. Royal Street
Suite 603
Mobile, AL 36602
Electronically Signed 04/06/2021

10b. FEDERAL PROJECT OFFICER
Joshua Easton
500 Poydras St
Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130-3319
Phone: 504-252-7717

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only	II
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	17,315.00
b. Fringe Benefits	6,979.00
c. Total Personnel Costs	24,294.00
d. Equipment	0.00
e. Supplies	0.00
f. Travel	897.00
g. Construction	0.00
h. Other	2,468,000.00
i. Contractual	42,549.00
j. TOTAL DIRECT COSTS	2,555,740.00
k. INDIRECT COSTS	6,900.00
l. TOTAL APPROVED BUDGET	2,562,640.00
m. Federal Share	2,562,640.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	2,562,640.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	2,562,640.00
13. Total Federal Funds Awarded to Date for Project Period	2,562,640.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	
b. ADDITIONAL COSTS	
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantees when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)

The award funds the rebuilding of the existing Alabama Point seawall using a more resilient method of construction as described in the award attachments.

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/06/2021

17.OBJ CLASS	41.0006	18a. VENDOR CODE	929933406	18b. EIN	636000619	19. DUNS	929933406	20. CONG. DIST.	02
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	SEP	b.	GNSSP21AL0021	c.	6013 NONIN	d.	\$2,562,640.00	e.	
22. a.		b.		c.		d.		e.	
23. a.		b.		c.		d.		e.	

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

GNSSP21AL0021-01-00

1. Award Attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- Technical corrections at 86 FR 10439 (Feb. 22, 2021) to updated Office of Management and Budget (OMB) Guidance for Grants and Agreements at 2 CFR part 200 (2020), which the RESTORE Council adopted through 2 CFR § 5900.101
- FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- PROJECT NARRATIVE
- OBSERVATIONAL DATA PLAN
- PRELIMINARY DATA MANAGEMENT PLAN
- METRICS
- OTHER:

GCERC Internal Financial Codes:

FY21 - CatB (6013) - GCCSTAL000

CAM1 GCCGECONOMYX Gulf Economy

CAM2 GCCMOBILEBAY Mobile Bay

CAM3 GCCPCOMRESIL Community Resilience

SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds

The recipient will not seek any compensation for the approved project from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance reports through PIPER on an annual basis. Performance reports are due on April 30 of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 120 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to close out of the award.

5. Observational Data Management and Delivery

- a. Data Sharing: All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in

the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

- b. **Timeliness:** Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- c. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."
- d. **Failure to Share Data:** Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- e. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

6. Pre-Construction Requirements

The \$2,119,000 in Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Council Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

- a. *Title to real property improved under this award.* In accordance with 2 CFR § 200.311, title to real property improved under this Award will vest with the Recipient or Subrecipient and must be used only for authorized Award purposes. All work will be performed on the Perido Pass Seawall Park property. Before solicitation of bids for construction the Recipient shall furnish documentation, satisfactory to the Council, that the Recipient or Subrecipient holds the necessary title or has and will maintain legal control of all property needed for construction, operation and maintenance of the Project. The Recipient shall certify in writing to the Council Grants Office that the Recipient and/or Subrecipient, if applicable, holds clear title to or otherwise has legal control of all project real property and that neither the Recipient nor Subrecipient are aware of any material restrictions or encumbrances that could interfere with any award purpose. The Council will rely upon the Recipient's due diligence in protecting title to all property needed for award purposes.

The Council will rely upon the Recipient's due diligence in protecting title to all property needed for award purposes. If the Council determines that the real property is no longer being used in accordance with Award purposes or that the Recipient has otherwise failed its obligations under this Award during the estimated useful life of such property, the Council shall have the right,

exercisable at any time by written notice to the Recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the Recipient repay the full cash value of the Federal interest in the property (as defined at 2 CFR § 200.1) within 90 days after such notice. The Council may also take any other action or remedy that may be legally available.

- b. *Engineering and design plans.* The Recipient must provide to the Council Grants Office the cover sheet and such pages as are necessary to demonstrate that 100% design and engineering plans and specifications for all construction activities funded under this award stamped/signed by a professional engineer currently licensed in accordance with State requirements.

The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any non-federal third party, including any of the Recipient's subrecipients or contractors.

- c. *Permitting requirements.* The Recipient must provide documentation demonstrating that the applicable environmental laws have been addressed. Accordingly, the Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all Federal, state, and local permits and has complied with all other applicable environmental requirements necessary for construction, completion and operation of the Project.
- d. *Updated construction schedules and cost estimates.* The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.
- e. *Long-Term Operations and Maintenance Responsibility*
At the conclusion of the design phase, the Recipient will identify to the Council in writing, supported by a related agreement between the relevant parties, the entity responsible for long-term maintenance of the repaired seawall.

7. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, with Federal assistance is held in trust by the Recipient or Subrecipient, as specified in the award, for the purpose(s) for which the award was made, for the estimated useful life. The estimated useful life of the program or individual project is defined as the period of years that constitutes the expected useful lifespan of the project, as estimated by the Recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits of the project pursuant to award purposes authorized by the RESTORE Act.

For this award, the Recipient has proposed an estimated useful life of 50 years from the date of construction completion. The Council's issuance of this award represents its concurrence with the Recipient's estimated useful life.

During the estimated useful life, the Recipient or Subrecipient shall not:

- a. Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property without the prior written approval of the Council's Grants Officer;
- b. Use project property for purposes other than award purposes without the prior written approval of the Grants Officer; or
- c. Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, and OMB Circulars that are incorporated into the terms and conditions of this Award.

The Recipient and Subrecipient, as applicable, must administer, operate, and maintain the project in the same manner in which it operates and maintains similar infrastructure, facilities and equipment owned by it, and in accordance with state and local standards, laws, and regulations.

During the estimated useful life of the project, the Council retains an undivided equitable interest in project property, which is sometimes referred to as the "Federal interest". *See* 2 CFR § 200.1. When the estimated useful life of the project has ended, the Federal interest is extinguished and the Federal Government will have no further interest in project property.

8. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the Recipient until final approval of construction associated with that contract. The Recipient and subrecipient, if applicable, will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the Recipient, the Subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council Staff, if they so desire, will make the final inspection. The Council Programs Officer must be given ten (10) calendar days advance notice of the final inspection so that a Council representative may participate. The Recipient will not draw down the final five percent of construction funds until the Notice of Final Acceptance, fully executed by the Recipient or Subrecipient, as applicable, and the applicable architect/engineer, is submitted to and accepted in writing by the Council Grants Office. Certified as-built drawings will be submitted to the Council Grants Office within 90 days of project completion.

SUPPLEMENTAL CONSTRUCTION TERMS

These supplemental construction terms are incorporated in and made part of this award. These supplemental terms do not require clearance through documentation provided or action taken by the Recipient and therefore remain effective throughout the period of performance of the award or the estimated useful life of project property (as defined below). If a term is effective for the estimated useful life of project property, the term will so specify.

SC-1. Acquisition of Real Property

Unless specifically described in the award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of the Award, the Recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

SC-2. Insurance

In accordance with 2 CFR § 200.310, the Recipient or Subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as is provided to other property owned by that entity for the useful life of said property.

SC-3. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

SC-4. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

- a. From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions;

- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

SC-5. Real Property Reporting Requirements

In accordance with 2 CFR § 200.329, the Recipient must complete and submit to the RESTORE Council Grants Office a report on the status of real property and equipment in which the Council holds a federal interest using Form SF-429 "Real Property Status Report" or any equivalent or successor form, at award close out and every five years thereafter. All reports must be for the period ending December 31, or any portion thereof, and are due no later than 30 days following the end of the reporting period. The Recipient will continue to submit these reports to the Council or successor agency as required at 2 CFR § 200.329 for the estimated useful life of the improvements.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$2,562,640	\$2,119,000		\$443,640	Funding for construction will be released upon meeting requirements in SAC #4.

REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial Report	4/1/2021-9/30/2021	10/30/2021
Financial Report	10/1/2021-3/31/2022	4/30/2022
Performance Report	4/1/2021-3/31/2022	4/30/2022
Financial Report	4/1/2022-9/30/2022	10/30/2022
Financial Report	10/1/2022-3/31/2023	4/30/2023
Performance Report	4/1/2022-3/31/2023	4/30/2023
Financial Report	4/1/2023-9/30/2023	10/30/2023
Final Financial Report	10/1/2023-1/31/2024	5/30/2024
Final Performance Report	4/1/2023-1/31/2024	5/30/2024

SCOPE OF WORK

For the full scope of work, please see the Project Narrative in PIPER.

The purpose of the proposed project is to rebuild the existing Alabama Point seawall using a more resilient method of construction for the tidally influenced marine environment and protect the recent improvements on the upland portion of the “seawall park”.

The seawall and upland park areas have been damaged by storm surge and wave action. In 2016, the City of Orange Beach repaired the damaged parking areas, installed boardwalks, lighting and landscaping and re-opened the park to the public for recreation. Rebuilding the seawall will protect this public investment. The steel sheet pile seawall suffers corrosion due to repeated exposure to air as a result of tidal fluctuations, which has led to the development of holes in the sheets, permitting loss of backfill behind the wall. It has also created voids causing the surface improvements to collapse, creating both hazardous conditions and loss of access.

This activity is eligible for Spill Impact Component funding under Category #5 – improvements to or on State Parks located in coastal areas affected by the DWH oil spill, is aligned with the goal of restoring and revitalizing the economy by enhancing sustainability and resiliency and will promote resilience by improving the communities’ capacity to adapt to environmental hazards.

With the requested funding of \$2,562,640, this three-year project will be implemented by the City of Orange Beach at the Perdido Pass Seawall Park, a unit of Gulf State Park, located on west side of Perdido Pass in Baldwin County, Alabama.

BUDGET NARRATIVE

State Expenditure Plan #21 – Alabama Point Seawall Repair

1.0 Summary and Justification

- Funding in the amount of \$2,562,640 is being requested. The amount is an estimate based on the assessment of a qualified team of engineers with experience developing project plans of similar scope and complexity in this geographic region. The engineering team also consulted with a state agency with recent experience successfully completing two projects of similar scope and complexity.
- The purpose of the proposed project is to rebuild the existing seawall using a more resilient method of construction for the tidally influenced marine environment and protect the recent

improvements on the upland portion of the "seawall park". The proposed skirt wall method of replacement will be significantly more resilient in the tidally influenced marine environment than the current seawall design. The City of Orange Beach will oversee all elements of the project, including underwater assessments, permit application, engineering & design, demolition and construction.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$2,562,640
<i>Total Pre-Award Funds Requested</i>	<i>\$9,660</i>
<i>Total Direct Costs Requested</i>	<i>\$2,555,740</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$6,900</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 Pre-Award Costs

The DWHRC/Biologist V dedicated approximately 5 hours and the Grants Manager/Biologist III and Account Clerk dedicated approximately 40 hours each to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$3,846 (salary and fringe).

Volkert & Associates, Inc. supported the development of grant application documents for State Expenditure Plan grants at an estimated cost of \$5,814.

Work to develop all required documents for began November 1, 2019. This work is required for submission of the grant documentation to the RESTORE Council for final approval of the project and release of project funds. Detailed timesheets and/or invoices will be provided to validate these pre-award cost amounts.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

ADCNR’s Deepwater Horizon Restoration Coordinator – DWHRC/Biologist V will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Natural Resource Planner will assist in preparing draft proposals for review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Account Clerk will assist in preparing draft proposals for review, developing budgets and expense details, reviewing subrecipient invoices, submitting reimbursements to RESTORE Council, and coordinating and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Position/Role	Duties and Responsibilities	Unit Cost	Hours or % Time (devoted to the project)	Total Compensation (life of project)	Pre-Award Costs
DWHRC / Biologist V	Coordinating and supporting all staff in submission of RESTORE Act grants	\$49.40	5 hours	\$247	Pre-Award Costs
Grants Manager/ Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$38.58	40 hours	\$1,543	Pre-Award Costs
Account Clerk	Prepare budget documents and general support for Spill Impact Component RESTORE Act funding	\$23.55	40 hours	\$942	Pre-Award Costs
DWHRC / Biologist V	Coordinating and supporting all staff in submission of RESTORE Act grants	\$102,712.80	1%	\$3,081	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$80,210.40	2%	\$4,813	
Natural Resource Planner	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$62,529.60	2%	\$3,752	
Account Clerk	Prepare budget documents and general support for Spill Impact Component RESTORE Act funding	\$48,974.00	2%	\$2,938	

TOTAL PERSONNEL: \$17,315

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

Position (s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs
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<i>DWHRC / Biologist V</i>	\$247	35%	\$86	<i>Pre-Award Costs</i>
<i>Grants Manager/Biologist III</i>	\$1,543	38%	\$586	<i>Pre-Award Costs</i>
<i>Account Clerk</i>	\$942	47%	\$443	<i>Pre-Award Costs</i>
<i>DWHRC / Biologist V</i>	\$3,081	35%	\$1,078	
<i>Grants Manager / Biologist III</i>	\$4,813	38%	\$1,829	
<i>Natural Resource Planner</i>	\$3,752	42%	\$1,576	
<i>Account Clerk</i>	\$2,938	47%	\$1,381	

TOTAL FRINGE BENEFITS: \$6,979

3.3 Travel

ADCNR Personnel will travel 12 times (1 trip per quarter for life of project) to the work site. Work site trip will be used to ensure scope of work is being followed and invoices reflect work completed.

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs
<i>Project Oversight</i>	<i>Orange Beach, AL</i>	<i>12</i>	<i>1</i>	<i>Mileage – 1560 (130 round trip)</i>	<i>\$0.575 per mile</i>	<i>\$897</i>	

TOTAL TRAVEL: \$897

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

No supplies are expected to be required.

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Orange Beach will be a subrecipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$2,488,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment [completed April 23, 2020]; holding a project kick-off meeting to review

terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Upon contract award, the City of Orange Beach will initiate the proposed project to rebuild the existing seawall at Alabama Point using a more resilient method of construction for the tidally influenced marine environment and protect the recent improvements on the upland portion of the "seawall park". The proposed skirt wall method of replacement will be significantly more resilient in the tidally influenced marine environment than the current seawall design. After the project is complete, all areas of the deteriorated steel sheet pile wall in the "splash zone" will be protected by the new concrete wall to eliminate further deterioration and erosion of upland material. Project activities include initial and periodic underwater surveys, engineering & design, demolition and construction.

No land or land rights will be purchased to facilitate this project. The State of Alabama DCNR currently owns the land. The seawall structure itself is owned by ALDOT. Any repair work must be approved by the Alabama Department of Transportation (ALDOT). The City of Orange Beach has obtained written approval and support from both DCNR and ALDOT. This project is solely within the Coastal Zone of Alabama, as defined by Alabama Coastal Area Management Plan (ACAMP) as well as the definition set forth in 31 CFR 34.2. The project lies less than one mile (3,000 linear feet) from the Gulf of Mexico at Perdido Pass/Alabama Point. Maintenance responsibility of the repaired seawall will be resolved between ALDOT and the City of Orange Beach during the design phase of the project.

Project Period of Performance – 2/1/2021 to 1/31/2024 (Award + 36 months)

Initial Underwater and Topographic Surveys - \$20,000

Name of Contractor: TBD (Same as Engineering & Design)

Method of Selection: RFP process or pre-qualified list of consultants in compliance with the City's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: 3/1/2021 to 7/30/2021

Scope of Work:

The project will require one hydrographic survey and one topographic survey prior to the design phase of the project. Deliverables will include survey imagery, data and reports. Each individual survey is estimated to cost \$10,000.

Method of Accountability:

Following selection of a qualified professional A&E firm, the City of Orange Beach will develop a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Environmental Compliance- \$13,750

Name of Contractor: TBD (Same contract as Engineering and Design)

Method of Selection: RFP process or pre-qualified list of consultants in compliance with the City's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: 8/1/2021 to 7/30/2022

Scope of Work:

The selected A&E firm will be responsible for the development and submission of all permit packages.

Method of Accountability:

Following selection of a qualified professional A&E firm, the City of Orange Beach will develop a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Architecture and Engineering - \$335,250

Name of Contractor: TBD

Method of Selection: RFP process or pre-qualified list of consultants in compliance with the City's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: 8/1/2021 to 1/31/2024

Scope of Work:

The City will select a contractor to produce schematic plans and specifications documenting project elements to a level sufficient for preliminary costing. The contractor will develop detailed plan drawings and typical site details. **The deliverables will include 30% design plans, final E&D plans, budget analysis, environmental and safety management plans.**

The detailed E&D deliverables will then be developed into construction project bid packages. The documents will incorporate deliverables produced during the initial underwater and topographic survey, permitting and design tasks to produce detailed and performance plan specifications for design elements to give the contractors the maximum ability to provide solutions that meet the design intent within budget. Consultant will refine construction plans at 50% and 90% to bring project within budget. Deliverables will include all plans, elevations, details, and specifications required to permit, bid, and construct the projects. Projects will be bid and awarded in accordance with all applicable federal grant and state procurement procedures. **The deliverables will include executed construction contracts.**

The estimate for pre-construction services is \$133,250.

The contractor will support the City during the construction phase of the project with construction management, special inspections, quality control and final underwater and topographic surveys.

The estimate for construction management and inspection services is \$182,000.

The estimate for the final underwater and topographic surveys is \$20,000.

Method of Accountability:

Following selection of a qualified professional A&E firm, the City of Orange Beach will develop a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance

with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Construction - \$1,984,000 + Contingency \$135,000 = \$2,119,000

Name of Contractor: TBD

Method of Selection: RFQ process or pre-qualified list of consultants in compliance with the City's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: 8/1/2022 to 1/31/2024

Scope of Work:

A prime contractor will be selected to rebuild the existing seawall with a more resilient method of construction. A skirt wall method of reinforcement will be significantly more resilient in the tidally influenced marine environment than the current seawall design. Deteriorated sections of the current wall will be repaired with new concrete skirt wall to the correct height and depth. Once the concrete wall is in place, rip rap will be installed to properly toe into the new bottom of the skirt wall. After the project is complete, all areas of the deteriorated steel sheet pile wall in the "splash zone" will be protected by the new concrete wall to eliminate further deterioration and erosion of upland material.

Construction Phase elements include:

Site Work - \$70,000

Replacement of infrastructure, such as lights, asphalt/paving, boardwalk.

Demolition and Removal of damaged/deteriorated structures - \$81,000

Mobilization and Demobilization of Construction and Safety Equipment and Material - \$210,000

Construction - \$1,485,000

Rebar, formwork placement and cast-in-place concrete skirt wall of 1,055 linear feet of seawall.

Miscellaneous - \$138,000

Bonds and Insurance - \$60,000

Engineering Controls - \$17,000

Traffic Control - \$16,000

Safety Equipment and Services - \$45,000

The City is requesting \$135,000 for construction contingency, which is based on approximately 9% of the total construction budget line item estimate.

Method of Accountability:

Following selection of a qualified construction firm, the City of Orange Beach will develop a schedule of activities and deliverables and will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests. The City, with the support of the A&E firm, will conduct regular compliance checks and review project dashboards, risk reports, all required progress reports and cost summaries.

3.9 Contractors/Consultants

Volkert & Associates, Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20) to identify and select Volkert & Associates, Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$47,577 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. *Method of Selection*—Volkert & Associates, Inc. was selected as a result of a Request for Proposal procurement process.
2. *Period of Performance*—March 2, 2017-March 2, 2021
3. *Scope of Work*—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management, and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. *Method of Accountability*—Contractor will bill ADCNR monthly for services performed.
5. *Itemized Budget and Justification*—Scope of services, approved documents, and an itemized budget will be provided as requested by ADCNR.

Organization	Description	Amount	Pre-Award Costs
Volkert & Associates Inc.	Contracted Technical Support for Grant Application Preparation	\$5,814	Pre-Award Costs
Volkert & Associates Inc.	Contracted Technical Support	\$36,735	

TOTAL CONTRACTUAL: \$42,549

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 27.39%

BASIS: Indirect Cost Negotiation Agreement, March 23, 2020.

“Total direct costs, less capital expenditures and pass through funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.”

“Fringe benefits applicable to direct salaries and wages are treated as direct costs.”

TOTAL OF INDIRECT COSTS: \$6,900

5.0 Program Income

There is no program income associated with this project.

MILESTONES

#	Milestone Name	Milestone Type	Start Date	Expected Date	Planned Amount (\$)	Is Deliverable	Description
1	Project Management	Project Oversight and Grants Management	11/1/2019	10/31/2023	\$74,640.00	Yes	ADCNR project management, grant administration & subrecipient monitoring, including data management and closeout. Deliverables: Semi Annual & Final Reports.
2	Initial Underwater & Topographic Surveys	Planning	4/1/2021	7/30/2021	\$20,000.00	Yes	E&D contractor will perform a full-length underwater investigation, a topographic survey and provide a report of the existing wall condition to accurately assess and record areas of the wall required for repair to inform final design, permit request and construction bid package. Deliverables: video, assessment report.
3	Environmental Compliance	Planning	8/1/2021	7/30/2022	\$13,750.00	Yes	E&D contractor will complete and submit environmental permit packages. Deliverables: permit packages.
4	Engineering & Design	Engineering and Design	8/1/2021	7/30/2022	\$335,250.00	Yes	E&D contractor will conduct additional underwater and topographic surveying, environmental assessments, complete E&D packages, construction inspection. Deliverables: 30%/final E&D plans, budget analysis, environmental management plans, safety recommendations and inspection reports.
5	Construction	Construction	8/1/2022	1/31/2024	\$2,119,000.00	Yes	Construction includes demolition and removal of existing seawall structure, site work, construction of new sea wall elements and a 9% contingency. Deliverables: repaired seawall, construction as-builts