

**Select Review of Grant Terms and Conditions and Special Award Conditions for:**  
**SEP #21: Alabama Point Seawall Repair**  
**(RESTORE Spill Impact Component)**

Grant Number: **GNSSP21AL0021-01-00**

Federal Award Period of Performance: **11/01/2019-01/31/2024**

Total Amount of Federal Funds Obligated to Subrecipient: **\$2,488,000.00**

First Report Due: October 30, 2021 (Financial)

**Grant Terms and Conditions for Awards under the Oil Spill Impact Component**

This Sub-Award Agreement will be subject to the following terms and conditions:

- Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions (August 2015).
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.
- FAPIIS Certification, 2 CFR Part 200, Appendix XII.
- Treasury's RESTORE Act regulations, 31 CFR Part 34.
- Governmentwide Debarment and Suspension, 31 CFR Part 19.
- Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- Restrictions on Lobbying, 31 CFR Part 21.
- Reporting Sub-Award and Executive Compensation Information, 2 CFR Part 170.
- Award Term for Trafficking in Persons, 2 CFR Part 175.
- RESTORE Council Special Award Conditions
- Title VI of the Civil Rights Act of 1964.
- RESTORE Catalog of Federal Domestic Assistance (CFDA) No. 87.052
- Gulf Coast Ecosystem Restoration Council Award ID GNTSP20AL0095 and subsequent versions

**RESTORE Council Financial Assistance Standard Terms and Conditions (August 2015)**

**Remedies for Noncompliance**

- a. If ADCNR determines that the sub-recipient has expended Spill Impact Component funds to cover the cost of any ineligible activities, ADCNR will make no additional payments to the sub-recipient, until the sub-recipient has either (1) deposited with ADCNR an amount equal to the amount expended for the ineligible activities, or (2) ADCNR has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

b. If ADCNR determines the sub-recipient has materially violated the terms of the Sub-Award Agreement, ADCNR will make no additional RESTORE funds available to the sub-recipient until the recipient corrects the violation.

## Standard Terms and Conditions for Awards under the Spill Impact Component

### Scope of Work

Funds may only be used under the sub-award for the purpose of carrying out activities described in the approved scope of work. No costs should be incurred or paid under the sub-award for activities not related to the scope of work unless ADCNR and the RESTORE Council first approve an award amendment explicitly modifying the approved scope of work to include those activities.

All activities must be included in, and conform to, the description in the RESTORE Council Financial Assistance Award and the Sub-Award Agreement.

### Sub-Award Period of Performance

**Period of Performance: July 2, 2020 – January 31, 2024**

### Program Income

Any program income must be expended in accordance with 2 C.F.R. 200.307 paragraph E (1).

### Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the sub-recipient during or after the period of performance must be refunded or credited to ADCNR if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (Cost Principles). The sub-recipient agrees to contact ADCNR immediately upon receipt of these refunds.

### Audit Requirements

The sub-recipient is responsible for complying, and ensuring all lower tier sub-award recipients comply, with all audit requirements of the Single Audit Act and 2 CFR Part 200 Subpart F – Audit Requirements.

### Risk Assessment

Sub-recipients are required to complete an Organizational Self-Assessment (OSA) annually to provide ADCNR with basic information pertaining to past audit findings, reporting practices, and policies and procedures related to financial management, internal controls and administrative oversight. ***The OSA should be submitted to ADCNR no later than June 1st of each calendar year for the duration of the sub-award.*** Only one OSA must be submitted per year. In completing the form, the recipient must note controls or activities that have changed from the previous submission. The sub-recipient must submit the OSA electronically to ADCNR, unless otherwise specified in writing by ADCNR. The risk assessment includes operational, legal, regulatory and budgetary analysis and will include consideration of such factors as described in 2 CFR § 200.331(b). The risk assessment informs the level of sub-recipient monitoring needed during the grant award period. Monitoring plans will be designed specifically for the sub-recipient to

provide ADCNR an appropriate level of oversight based on individually determined risk and project complexity.

#### Record Retention

All records pertinent to the sub-award must be retained for a period of ten (10) years, beginning on the last day of the period of performance. While electronic storage of records (backed up as appropriate) is preferable, the sub-recipient has the option to store records in hardcopy (paper) format. The sub-recipient should refer to “Section 28. Record Retention and Access to Records” of Attachment B to the Sub-Award Agreement and to “Section H. Records Retention” of the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions (August 2015) for additional information regarding record retention requirements.

If the sub-recipient is authorized to make sub-awards or to enter into contracts to complete the approved scope of work, the sub-recipient must include in its legal agreements with all lower tier sub-recipients or contractors a requirement that the lower tier sub-recipients or contractors retain all records in compliance with 2 C.F.R. § 200.333.

#### Prior Approvals

The sub-recipient must obtain prior written approval from ADCNR and the RESTORE Council whenever any of the following actions are anticipated:

- i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
- ii. A need to extend the period of performance. This should be submitted no less than 90 days prior to the end of the sub-award period of performance, in order to allow sufficient time for ADCNR and the RESTORE Council review;
- iii. A need for additional federal funds to complete the activity, project, or program;
- iv. The transfer of funds among direct cost categories or programs, functions, and activities if the sub-award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by ADCNR and the RESTORE Council;
- v. The sub-awarding, transferring, or contracting out of any work under the Sub-Award Agreement, unless described and approved in the Sub-Award Agreement;
- vi. If the approved budget includes funds for both construction and non-construction, any transfer between the non-construction and construction activities; and
- vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles.

#### Amendments

The terms of the Sub-Award Agreement may be amended with the written approval of ADCNR and the RESTORE Council.

The RESTORE Council and ADCNR reserve the right to amend the terms of the Sub-Award Agreement if required by federal or state law or regulation.

Amendments must be requested in writing, and must include an explanation for the reason the Sub-Award Agreement should be amended.

## Close Out

ADCNR will close out the sub-award when it determines that all applicable administrative actions and all required work of the sub-award have been completed. Within forty-five (45) calendar days after the end of the period of performance, the sub-recipient must submit a final performance report, final reimbursement request, a completed SF-428 Tangible Personal Property Report (if applicable), and SF-428-B Final Report Form (if applicable).

The closeout of the sub-award does not affect any of the following:

- i. The right of ADCNR and the RESTORE Council to disallow costs and recover funds on the basis of a later audit or other review;
- ii. The obligation of the sub-recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- iii. The sub-recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

## Requirement to Check Debarment and Suspension Status

Sub-recipients that are authorized to enter into lower tier sub-awards or contracts to accomplish all or a portion of the approved scope of work must verify that neither a proposed lower tier sub-recipient, contractor (if the contract is expected to equal or exceed \$25,000) nor its principals appears on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Sub-recipients may not enter into a lower tier sub-award or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.

The sub-recipient must include a term or condition in all lower tier covered transactions (sub-awards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

## Procurement

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.322 "Procurement of recovered materials," and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 "Contract provisions."

All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 "General procurement standards" through 200.326 "Contract provisions."

**a. For recipients that are States:** When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards," as well as any other provisions required by law or regulations.

**b. For recipients that are not States:** The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 “Contract Provisions for Non-Federal Entity Contracts under Federal Awards.”

The sub-recipient is responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The sub-recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations.

ADCNR will review the contract documents, which includes all plans and specifications, for real property improvements at various stages during the procurement process. The general process for ADCNR review is:

- ADCNR will review contract documents prior to public advertisement and will provide the subrecipient with consent to advertise.
- Prior to contract award, ADCNR will review the sub-recipient’s procurement records, including, but not limited to, proofs of publication, proofs of MBE/WBE outreach, certified bid tabulations, the architect/engineer’s recommendation to award, and the bid submitted by the recommended contractor. ADCNR will provide the subrecipient with consent to award, subject to the RESTORE Council’s final review and consent.

### Improvements to Real Property

**Real property improvement projects require the RESTORE Council and ADCNR authorization to commence construction.**

Prior to receiving authorization to start construction, the subrecipient must furnish the following to ADCNR:

- Evidence that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project (i.e., the Clear Site Certification Form).
- Evidence, satisfactory to the RESTORE Council, that recipient has received all federal, state and local permits necessary for the completion of the project (i.e., a formal certification from the project Architect/Engineer listing all necessary permits and certifying that they have been issued).
- Evidence, satisfactory to the RESTORE Council, that the sub-recipient has complied with the Floodplain Requirements detailed in Section W.13. of the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (December 2018).
- Updated Environmental Checklist.
- Properly recorded “Covenant of Purpose, Use and Ownership” to document the federal interest in the property. Treasury may require an opinion of the counsel for the recipient that the Covenant is valid and enforceable and has been properly recorded. (See the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific

Terms and Conditions (December 2018) “Section W.8. Recording the Federal Interest in the Real Property” for additional information.)

- Fully executed contract documents, including the Notice of Award, which shall be subject to Council’s final review and consent, as indicated above.

When all State and Federal requirements have been satisfied, ADCNR will provide the sub-recipient with authorization to proceed with construction. **The sub-recipient must not issue Notice to Proceed with Construction until receiving authorization from ADCNR.**

The sub-recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations.

## Reporting

The sub-recipient agrees to submit semi-annual financial and performance reports and a final financial and performance report. The sub-recipient will be required to provide information for semi-annual reports, which are due to the Federal Government by **April 30 and October 30** each year. The semi-annual reports must provide supporting documentation detailing allowable cost expenditures and other information including, but not limited to, information consistent with the federal award and Restore Act STC.

## RESTORE Act—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**

**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.