

**STATE OF ALABAMA**

ADCNR Grant #: S1P13-BSWQ

**MONTGOMERY COUNTY**

**SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1**

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 Baldwin County Commission (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 #13: Longevity, Stability and Water Quality Improvements, Bon Secour (DMDA)” (hereinafter “Project”). The purpose of this project is to construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA), further described in the Federal Award GNSSP21AL0016-01-01. 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.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP21AL0016-01-01, State Expenditure Plan #13: Longevity, Stability and Water Quality Improvements, Bon Secour (DMDA) Amendment No. 1. This amendment executes the following suite of actions:

1. This amendment extends the Period of Performance end date to 07/16/2023.
  2. This amendment adds co-funding in the amount of \$315,510.00.
  3. The Special Award Conditions (SAC’s) included with this amendment replaces, in their entirety, the SAC’s included in the initial award. All other terms and conditions stated in the original award (GNSSP21AL0016-01-00) remain in effect.
4. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement. Information as to the Federal Award associated with the Project includes the following:
  - a. Federal Award Identification Number (FAIN): GNSSP21AL0016-01-01
  - b. Federal Award Period of Performance: 10/01/2019 to 07/16/202
  - c. Total Amount of Federal Funds Obligated To Subrecipient: \$274,664.00
  - d. Subrecipient UEI#: [REDACTED]
  - e. Total Amount of Federal Award: \$350,966.00
  - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE Council”)
  - 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%

5. 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 hundred seventy-four thousand six hundred sixty-four and xx/100 dollars (\$274,664).
6. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on July 16, 2023.
7. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on July 16, 2023 (hereinafter "Agreement Term").
8. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
9. 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](mailto:amy.hunter@dcnr.alabama.gov)

To Subrecipient:

Baldwin County Commission  
Attn: Commissioner James E. Ball  
312 Courthouse Square  
Bay Minette, Alabama 36507

Joey Nunnally, Baldwin County Engineer  
Baldwin County Commission  
312 Courthouse Square  
Bay Minette, Alabama 36507  
[JNunnally@baldwincountyal.gov](mailto:JNunnally@baldwincountyal.gov)

10. 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.

11. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP21AL0016-01-01 and any RESTORE Council Special Award Conditions and Supplemental Construction Terms 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: \_\_\_\_\_

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_  
James E. Ball, Commissioner

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ronald J. Cink, Budget Director/Interim County Administrator

Date: \_\_\_\_\_

AL-07/12/2022

Subrecipient Name: Baldwin County Commission, UEI: [REDACTED]

Title of Grant Project: State Expenditure Plan #13: Longevity, Stability & Water Quality Improvements, Bon Secour DMDA

**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:

| <b>(1) Federal Award Identification</b> |                                                                                                                                                                    |                                                                                                                                                                       |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(i.)</b>                             | Subrecipient name                                                                                                                                                  | Baldwin County Commission                                                                                                                                             |
| <b>(ii.)</b>                            | Subrecipient's unique entity identifier                                                                                                                            | UEI: [REDACTED]                                                                                                                                                       |
| <b>(iii.)</b>                           | Federal Award Identification Number (FAIN);                                                                                                                        | GNSSP21AL0016-01-01                                                                                                                                                   |
| <b>(iv.)</b>                            | Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;                                                               | 07/12/2022                                                                                                                                                            |
| <b>(v.)</b>                             | Subaward Period of Performance Start and End Date;                                                                                                                 | This agreement shall commence when it is executed by both Parties and end on July 16, 2023.                                                                           |
| <b>(vi.)</b>                            | Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;                                                                   | \$274,664.00                                                                                                                                                          |
| <b>(vii.)</b>                           | Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;                                           | \$274,664.00                                                                                                                                                          |
| <b>(viii.)</b>                          | Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;                                                                        | \$274,664.00                                                                                                                                                          |
| <b>(ix.)</b>                            | 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 construct a structurally sound weir, replacing the existing weir structure, at the Bon Secour Dredge Material Disposal Area (DMDA). |
| <b>(x.)</b>                             | 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<br>Chris.blankenship@dcnr.alabama.gov  |
| <b>(xi.)</b>                            | 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 UEI: [REDACTED] is \$350,966.00.     |
| <b>(xii.)</b>                           | Identification of whether the award is R&D; and                                                                                                                    | This is not a R&D award.                                                                                                                                              |
| <b>(xiii.)</b>                          | 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 27.39%.                                                                                                               |

|                                                                                                                                    |  |                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. DATE ISSUED MM/DD/YYYY<br>07/12/2022                                                                                            |  | 1a. SUPERSEDES AWARD NOTICE dated 12/17/2020<br>except that any additions or restrictions previously imposed<br>remain in effect unless specifically rescinded |  |
| 2. CFDA NO.<br>87.052 - Spill Impact Component Project Grants                                                                      |  |                                                                                                                                                                |  |
| 3. ASSISTANCE TYPE Project Grant                                                                                                   |  |                                                                                                                                                                |  |
| 4. GRANT NO. GNSSP21AL0016-01-01<br>Formerly                                                                                       |  | 5. TYPE OF AWARD<br>Other                                                                                                                                      |  |
| 4a. FAIN GNSSP21AL0016                                                                                                             |  | 5a. ACTION TYPE Post Award Amendment                                                                                                                           |  |
| 6. PROJECT PERIOD MM/DD/YYYY<br>From 10/01/2019                                                                                    |  | Through 07/16/2023                                                                                                                                             |  |
| 7. BUDGET PERIOD MM/DD/YYYY<br>From 12/18/2020                                                                                     |  | Through 07/16/2023                                                                                                                                             |  |
| 8. TITLE OF PROJECT (OR PROGRAM)<br>State Expenditure Plan #13: Longevity, Stability & Water Quality Improvements, Bon Secour DMDA |  |                                                                                                                                                                |  |

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

|                                                                                                                                                                                                  |                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9a. GRANTEE NAME AND ADDRESS<br>CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF<br>64 N Union St RM 458<br>Montgomery, AL 36130-3020                                                           | 9b. GRANTEE PROJECT DIRECTOR<br>Amy Hunter<br>64 N Union St Rm 458<br>Montgomery, AL 36130-3020<br>Phone: 251-621-1216                                           |
| 10a. GRANTEE AUTHORIZING OFFICIAL<br>Mr. Chris Blankenship<br>118 N. Royal Street<br>Suite 603<br>Mobile, AL 36602<br>An authorized representative electronically signed the award on 07/12/2022 | 10b. FEDERAL PROJECT OFFICER<br>Bjorn Johnson<br>500 Poydras St<br>Gulf Coast Ecosystem Restoration Council<br>New Orleans, LA 70130-3319<br>Phone: 504-444-1260 |

ALL AMOUNTS ARE SHOWN IN USD

|                                                                                    |            |                                                                                                                                                                                                                                                                                                   |      |
|------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1. APPROVED BUDGET (Excludes Direct Assistance)                                    |            | 12. AWARD COMPUTATION                                                                                                                                                                                                                                                                             |      |
| I Financial Assistance from the Federal Awarding Agency Only                       |            | a. Amount of Federal Financial Assistance (from item 11m) 350,966.00                                                                                                                                                                                                                              |      |
| II Total project costs including grant funds and all other financial participation |            | b. Less Unobligated Balance From Prior Budget Periods 0.00                                                                                                                                                                                                                                        |      |
| a. Salaries and Wages                                                              | 23,531.00  | c. Less Cumulative Prior Award(s) This Budget Period 350,966.00                                                                                                                                                                                                                                   |      |
| b. Fringe Benefits                                                                 | 9,944.00   | d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00                                                                                                                                                                                                                                                |      |
| c. Total Personnel Costs                                                           | 33,475.00  | 13. Total Federal Funds Awarded to Date for Project Period 350,966.00                                                                                                                                                                                                                             |      |
| d. Equipment                                                                       | 0.00       | 14. RECOMMENDED FUTURE SUPPORT                                                                                                                                                                                                                                                                    |      |
| e. Supplies                                                                        | 0.00       | (Subject to the availability of funds and satisfactory progress of the project):                                                                                                                                                                                                                  |      |
| f. Travel                                                                          | 259.00     | YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS                                                                                                                                                                                                                                                   |      |
| g. Construction                                                                    | 0.00       | a. 2                                                                                                                                                                                                                                                                                              | d. 5 |
| h. Other                                                                           | 0.00       | b. 3                                                                                                                                                                                                                                                                                              | e. 6 |
| i. Contractual                                                                     | 623,502.00 | c. 4                                                                                                                                                                                                                                                                                              | f. 7 |
| j. TOTAL DIRECT COSTS                                                              | 657,236.00 | 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:                                                                                                                                                                                                                |      |
| k. INDIRECT COSTS                                                                  | 9,240.00   | a. DEDUCTION                                                                                                                                                                                                                                                                                      |      |
| l. TOTAL APPROVED BUDGET 666,476.00                                                |            | b. ADDITIONAL COSTS                                                                                                                                                                                                                                                                               |      |
| m. Federal Share                                                                   | 350,966.00 | c. MATCHING                                                                                                                                                                                                                                                                                       |      |
| n. Non-Federal Share                                                               | 315,510.00 | d. OTHER RESEARCH (Add / Deduct Option)                                                                                                                                                                                                                                                           |      |
|                                                                                    |            | e. OTHER (See REMARKS)                                                                                                                                                                                                                                                                            |      |
|                                                                                    |            | 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING 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 grantee when funds are drawn or otherwise obtained from the grant payment system. |      |

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

This amendment #1 extends the period of performance to July 16, 2023. The Reporting Schedule has been adjusted accordingly and is included in the award attachments. This amendment #1 also adds co-funding in the amount of \$315,510. The Special Award Conditions (SAC's) included with this amendment replaces, in their entirety, the SAC's included in the initial award. A revised budget narrative is included as well. All other terms and conditions stated in the original award remain in effect.

AUTHORIZING OFFICIAL:

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

Electronically Signed 07/12/2022

|                       |                            |                     |                     |               |                    |
|-----------------------|----------------------------|---------------------|---------------------|---------------|--------------------|
| 17. OBJ CLASS 41.0006 | 18a. VENDOR CODE 929933406 | 18b. EIN            | 19a. UEI            | 19b. DUNS     | 20. CONG. DIST. 02 |
| FY-ACCOUNT NO.        | DOCUMENT NO.               | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION |                    |
| 21. a. SEP            | b. GNSSP21AL0016           | c. 6013 NONIN       | d. \$0.00           | e.            |                    |
| 22. a.                | b.                         | c.                  | d.                  | e.            |                    |
| 23. a.                | b.                         | c.                  | d.                  | e.            |                    |

## **AWARD ATTACHMENTS**

CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF

GNSSP21AL0016-01-01

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1. Amendment Terms and Conditions

## AWARD NOTES

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
- ☒ METRICS
- ☒ MILESTONES

*GCERC Internal Financial Codes:*

*FY21 - CatB 6013 – GCCSTAL000*

*CAM1: GCCGWATERQUL*

*CAM2: GCCMOBILEBAY*

*CAM3: GCCPWATERRES*

## REVISED SPECIAL AWARD CONDITIONS

The Special Award Conditions (SAC's) listed below, replace in their entirety, the SAC's listed in the initial award.

### **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 and Financial Reporting**

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the award. Final performance and financial reports that summarize the activities and findings of the award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a. of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this award.

### **3. Estimated Useful Life and Federal Interest in Project Property**

Property that is acquired or improved, in whole or in part, with Federal assistance (Project Property) 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 its estimated useful life. *See* 2 CFR § 200.316. For improved Real Property and Intangible Property, “estimated useful life” is the period of years that constitutes the expected useful lifespan of the project, as determined 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 Equipment, “estimated useful life” is the period of years that constitutes the expected useful lifespan of the equipment. For acquired Real Property, the Federal interest is held in perpetuity.

Prior to the implementation of the project, the Recipient will provide to the Council the estimated useful life of the project. Once the Council agrees with the Recipient’s determination of estimated useful life, the Council will issue its concurrence.

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 Project 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.

During the estimated useful life of Project Property, the Council retains an undivided equitable interest in the property, which is sometimes referred to as the “Federal interest”. *See* 2 CFR § 200.1. If the Council determines that Project 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) or 200.313(e), 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.

When the estimated useful life of project property has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property, except for, as noted above, acquired Real Property, for which the Federal interest is held in perpetuity.

### **4. 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. In this case, it has been reported to the Council that the real property being improved is owned by the Subrecipient, the Baldwin County Commission. The Council will rely upon the Recipient’s due diligence in protecting title to all real 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 the project, 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 § 200.41) within 90 days after such notice. The Council may also take any other action or remedy that may be legally available.

## **5. Pre-Award Costs**

This award contains pre-award costs, in accordance with 2 CFR 200.458, in the amount of \$3,817, as described in the Budget Narrative below, for expenditures related to the preparation of the grant application during the period October 1, 2019 through the date of issuance of the award.

## **6. 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 the construction associated with that contract. The Recipient and Subrecipient 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, 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 (5%) of construction contract amounts 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.

## **7. Real Property Reporting Requirements.**

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.

## **8. Updates to the Observational Data Plan**

The Recipient will update the 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, and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient will deliver updated plans to the Council at least annually until all comments are addressed and all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the

structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

## **9. Observational Data Management and Delivery**

- a. *Data Sharing:* All data compiled, collected, or created under this federal award must be reported 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. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the award.
- 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 no later than six months after the end date of the period of performance set out in the award agreement, whichever first occurs.
- c. *Author statement:* 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 information 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.
- f. *Final Project Geographic Information System (GIS) files:* As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

#### **10. Non-Federal Share Requirement**

The budget under this award includes \$315,510 in project-related costs, referred to as the non-Federal share, committed by the Baldwin County Commission. The non-Federal share is not a statutory requirement of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act of 2012 (33 U.S.C. 1321(t) and note) (RESTORE Act). The non-Federal share has been voluntarily committed by the Baldwin County Commission for Construction and is required to complete the project. The non-Federal share meets the definition of cost share or matching in 2 CFR §200.29 and must, therefore, satisfy the criteria of §200.306(b). Once RESTORE construction funding has been expended, the non-Federal share will be used in order to complete the construction of the project.

The recipient will report on non-Federal share expenditures throughout the period of performance.

## **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 the project or project property. If a term is effective for the estimated useful life, the term will so specify.

### **SC-1. Administration, Operation, and Maintenance**

The Recipient and Subrecipient, as applicable, must 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.

### **SC-2. 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-3. 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 provided to property owned by that entity for the estimated useful life of the project.

### **SC-4. 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-5. 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 award terms;
- 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.

## REVISED REPORTING SCHEDULE

| Reporting Task                          | Reporting Period      | Task Due Date |
|-----------------------------------------|-----------------------|---------------|
| Financial & Performance Reports         | 1/1/2022 – 12/31/2022 | 3/1/2023      |
| Final Reports (Financial & Performance) | 1/1/2023 – 7/16/2023  | 11/13/2023    |

## REVISED BUDGET NARRATIVE

### 1.0 Summary and Justification

- Funding in the amount of \$350,966 was initially requested for construction of improvements to the Bon Secour Dredge Material Disposal Area (DMDA). The estimate was based on the assessment of a qualified County engineering team and validated by the contractor preparing the engineering and design package. All had experience developing project plans of similar scope and complexity in this geographic region.
- This amended justification adds a co-funding commitment of \$315,510 to the project construction budget. The cost of construction has escalated significantly, due to labor shortage and supply chain volatility, since the cost estimation was completed. Despite a competitive advertisement campaign and opportunity to bid, only one contracting firm submitted a bid. The sole bidder provided a bid of \$554,606. This price is \$315,510 higher than all the estimated budgets for construction activities (Construction of Berm, and Construction of the Weir.)
- The amended justification also adds twelve months to the period of performance. The County procurement approval process and the challenging labor and supply environment delayed the procurement of a construction contractor.
- The Baldwin County Commission plans to construct a structurally sound weir at the Bon Secour Dredge Material Disposal Area (DMDA). The County has already completed the environmental compliance assessment and engineering & design phase of this project. The County will select a contractor to construct necessary improvements to restore 100 linear feet of berm wall and install a steel-framed weir box on spread footings.

|                                                 |                  |
|-------------------------------------------------|------------------|
| <b>TOTAL PROJECT OR PROGRAM FUNDS REQUESTED</b> | <b>\$350,966</b> |
| <i>Total Pre-Award Funds Requested</i>          | <i>\$3,817</i>   |
| <i>Total Direct Costs Requested</i>             | <i>\$341,726</i> |
| <i>Total Allowable Indirect Costs Requested</i> | <i>\$9,240</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 Natural Resources Planner and Account Clerk dedicated approximately 20 hours each to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$1,879 (salary and fringe).

Volkert & Associates, Inc. supported the development of grant application documents for State Expenditure Plan grants at an estimated cost of \$1,938.

Work to develop all required documents for began October 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<br>(devoted to<br>the project) | Total<br>Compensation<br>(life of project) | Pre-Award<br>Costs |
|--------------------------------|---------------------------------------------------------------------------------|--------------|------------------------------------------------|--------------------------------------------|--------------------|
| DWHRC /<br>Biologist V         | Coordinating and supporting<br>all staff in submission of<br>RESTORE Act grants | \$102,712.80 | 5 hours                                        | \$247                                      | Pre-Award<br>Costs |
| Natural<br>Resource<br>Planner | Prepare documents for all<br>activities for Spill Impact                        | \$62,529.60  | 20 hours                                       | \$601                                      | Pre-Award<br>Costs |

|                                       |                                                                                                    |                     |                 |                |                        |
|---------------------------------------|----------------------------------------------------------------------------------------------------|---------------------|-----------------|----------------|------------------------|
|                                       | <i>Component RESTORE Act funding</i>                                                               |                     |                 |                |                        |
| <i>Account Clerk</i>                  | <i>Prepare budget documents and general support for Spill Impact Component RESTORE Act funding</i> | <i>\$48,974.00</i>  | <i>20 hours</i> | <i>\$471</i>   | <b>Pre-Award Costs</b> |
| <i>DWHRC / Biologist V</i>            | <i>Coordinating and supporting all staff in submission of RESTORE Act grants</i>                   | <i>\$102,712.80</i> | <i>2%</i>       | <i>\$3,081</i> |                        |
| <i>Grants Manager / Biologist III</i> | <i>Prepare documents for all activities for Spill Impact Component RESTORE Act funding</i>         | <i>\$80,210.40</i>  | <i>2%</i>       | <i>\$2,406</i> |                        |
| <i>Natural Resource Planner</i>       | <i>Prepare documents for all activities for Spill Impact Component RESTORE Act funding</i>         | <i>\$62,529.60</i>  | <i>10%</i>      | <i>\$9,379</i> |                        |
| <i>Account Clerk</i>                  | <i>Prepare budget documents and general support for Spill Impact Component RESTORE Act funding</i> | <i>\$48,974.00</i>  | <i>10%</i>      | <i>\$7,346</i> |                        |

**TOTAL PERSONNEL: \$23,531**

### 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.

| <b>Position (s)</b>                   | <b>Total Compensation (life of project)</b> | <b>Fringe %</b> | <b>Total Fringe Benefit (life of project)</b> | <b>Pre-Award Costs</b> |
|---------------------------------------|---------------------------------------------|-----------------|-----------------------------------------------|------------------------|
| <i>DWHRC / Biologist V</i>            | <i>\$247</i>                                | <i>35%</i>      | <i>\$86</i>                                   | <b>Pre-Award Costs</b> |
| <i>Natural Resource Planner</i>       | <i>\$601</i>                                | <i>42%</i>      | <i>\$253</i>                                  | <b>Pre-Award Costs</b> |
| <i>Account Clerk</i>                  | <i>\$471</i>                                | <i>47%</i>      | <i>\$221</i>                                  | <b>Pre-Award Costs</b> |
| <i>DWHRC / Biologist V</i>            | <i>\$3,081</i>                              | <i>35%</i>      | <i>\$1,078</i>                                |                        |
| <i>Grants Manager / Biologist III</i> | <i>\$2,406</i>                              | <i>38%</i>      | <i>\$914</i>                                  |                        |
| <i>Natural Resource Planner</i>       | <i>\$9,379</i>                              | <i>42%</i>      | <i>\$3,939</i>                                |                        |
| <i>Account Clerk</i>                  | <i>\$7,346</i>                              | <i>47%</i>      | <i>\$3,453</i>                                |                        |

**TOTAL FRINGE BENEFITS: \$9,944**

### 3.3 Travel

ADCNR Personnel will travel 6 times 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>Bon Secour</i> | 6       | 2           | <i>Mileage – 450 (75 round trip)</i> | <i>\$0.575 per mile</i> | <i>\$259</i> |                 |

**TOTAL TRAVEL: \$259**

### 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 purchased

### 3.7 Other Direct Costs

No other direct costs will be applied for.

### 3.8 Subrecipients

The Baldwin County Commission will be a subrecipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$274,664 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 on May 13, 2020 with updates completed annually; 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 Baldwin County Commission will initiate procurement activities to secure the services of a qualified construction inspection consultant and 1-2 construction firms.

**NOTE: Leveraged funds (\$51,000) were used to accomplish all permit assessment and engineering & design requirements for this project prior to grant award.**

Project Period of Performance – December 17, 2020 – July 16, 2023 (Award + 31 months).

#### ***Construction Inspection and Compliance - \$35,568***

Name of Contractor: TBD

Method of Section: RFP process in compliance with the County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The consultant will support County personnel with construction inspection and compliance checks. Deliverables: routine status reports and final project quality/inspection report.

#### ***Completion of Berm Wall Restoration - \$316,125***

Name of Contractor: Blade Construction

Method of Selection: Construction contractor(s) was selected using a sealed bid process awarding the contracts to the lowest qualified bidders, in compliance with County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The County will selected a contractor to construct necessary improvements to restore shoreline and provide long-term stability. Construction to be completed is DMDA berm wall stability restoration and rework excavation of 100-line feet of berm. The final deliverables will include construction as-builts. Contingency is included in this estimate.

| Item                           | Description                                 | Cost             |
|--------------------------------|---------------------------------------------|------------------|
| <i>Excavation</i>              | \$42.05 per cubic yard for 2815 cubic yards | <i>\$118,371</i> |
| <i>Placement &amp; Shaping</i> | \$70.25 per cubic yard for 2815             | <i>\$197,754</i> |

RESTORE Funds: \$136,246

Co-Funding: \$179,879

**TOTAL FOR TASK: \$316,125**

Method of Accountability:

Following selection of a qualified construction firm, County staff is developing 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. County personnel will be supported by a 3<sup>rd</sup> party construction inspection consultant.

***Completion of Weir Structure Installation - \$238,481***

Name of Contractor: Blade Construction

Method of Selection: Construction contractor was selected using a sealed bid process awarding the contracts to the lowest qualified bidders, in compliance with County's written Procurement Policy and in compliance with 2 CFR 200.320.

Period of Performance: July 1, 2022 – July 16, 2023 (12 months)

Scope of Work: The contractor will construct necessary improvements to restore shoreline and provide long-term stability. A steel-framed weir box will be installed on spread footings. Site work includes excavation, grading, bedding, select fill, seed and mulch, removal of existing riprap, mobilization and demobilization of equipment and material. The final deliverables will include construction as-builts. Contingency is included in this estimate.

| Item                              | Description                                                         | Cost             |
|-----------------------------------|---------------------------------------------------------------------|------------------|
| <i>Construction Material</i>      | <i>Required Material (weir box, fittings, etc) for Construction</i> | <i>\$126,126</i> |
| <i>Site Prep and Construction</i> | <i>Site Prep, Installation and Construction Activities</i>          | <i>\$112,355</i> |

RESTORE Funds: \$102,850

Co-Funding: \$135,631

**TOTAL FOR TASK: \$238,481**

**The cost of construction has been greatly impacted by labor cost increases, materials cost increases, and supply chain disruptions that have resulted from natural disasters and the COVID pandemic. As a result of the convergence of these impacts, the one responsive bid was \$315,510 above original estimates. Baldwin County is requesting supplemental funding through an SEP amendment. Until**

such time as that funding is be made available, Baldwin County is prepared to providing co-funding for cost overages so this project can move forward in a timelier fashion.

Method of Accountability:

Following selection of a qualified construction firm, County staff is developing 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. County personnel will be supported by a 3<sup>rd</sup> party construction inspection consultant.

### 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 \$33,328 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-February 1, 2023
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               |
|----------------------------------------------|-----------------------------------------------------------------------|-----------------|-------------------------------|
| <b><i>Volkert &amp; Associates, Inc.</i></b> | <i>Contracted Technical Support for Grant Application Preparation</i> | <i>\$1,938</i>  | <b><i>Pre-Award Costs</i></b> |
| <b><i>Volkert &amp; Associates, Inc.</i></b> | <i>Contracted Technical Support</i>                                   | <i>\$31,390</i> |                               |

**TOTAL CONTRACTUAL:                    \$33,328**

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

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

BASIS: Salaries (\$23,531) + Fringe Benefits (\$9,944) + Travel Costs (\$259) = \$33,734 x 27.39% = \$9,239.74, rounded to \$9,240.

**TOTAL OF INDIRECT COSTS: \$9,240**

### 5.0 Program Income

There is no program income associated with this project.