



Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project

ADCNR Grant #: S1P11-LHSP
RESTORE Act Spill Impact project titled "State Expenditure Plan #11"

PROJECT No. BCP 0206916

ENGINEER:



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**STATE OF ALABAMA
BALDWIN COUNTY**

CONTRACT

This AGREEMENT made and entered into this ____ day of _____, 2021, by and between BALDWIN COUNTY, ALABAMA (hereinafter called the COUNTY), acting by and through its COUNTY COMMISSION, and **NEEL-SCHAFFER, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

COUNTY – Baldwin County, Alabama (Baldwin County Highway Department)

COUNTY COMMISSION – Baldwin County Commission, the governing body of Baldwin County, Alabama, the party of the first part of the Agreement.

COUNTY ENGINEER - That person designated by the COUNTY as COUNTY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the Baldwin County Highway Department and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services

ENGINEER - The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **NEEL-SCHAFFER, INC.**

NOTICE TO PROCEED - A written notice to proceed issued by the County Engineer either for any phase set out in Section III or for requested additional services.

PRELIMINARY PROJECT COST ESTIMATE – The estimated construction cost of the Project as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection, Baldwin County Project No. BCP 0206916. This CONTRACT is for Engineering/Environmental Services for a Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications

by the Alabama Department of Transportation
(<https://www.dot.state.al.us/conweb/specifications.html>)

II. STANDARDS

The COUNTY hereby retains the ENGINEER and the ENGINEER agrees to perform for the COUNTY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this project, will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the COUNTY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the COUNTY for review and administrative approval only.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibits D-H, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134 between ADCNR and the COUNTY, the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council (attached as Exhibit E), including any Special Award Conditions, the Standard Sub-Award Terms and Conditions (attached as Exhibit E), the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Spill Impact Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to 2 CFR Part 200 (attached as Exhibit H), and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the ENGINEER, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

The scope of work includes Coastal Engineering & Habitat Processes Study.

Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified contractor. The general scope of work for the services shall include all the terms and Conditions of "Request for Qualifications," the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services"

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the COUNTY ENGINEER to provide a status report and progress at each meeting. These meetings shall continue until all contracted obligations are met and the COUNTY is satisfied all work is complete.

The ENGINEER shall submit, in writing, for the COUNTY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the CONTRACT. The COUNTY ENGINEER shall approve technical staff substitution or reassignment prior to appointment by the ENGINEER. The COUNTY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project technical staffing.

A. COASTAL PROCESSES STUDY PHASE

1. General

Should the COUNTY ENGINEER request, the ENGINEER shall schedule and conduct regularly scheduled meetings with the COUNTY ENGINEER to provide a status report and progress at each meeting. These meetings shall continue until all obligations are met and the COUNTY is satisfied all work is complete.

The COUNTY will provide all existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting.

The Coastal Engineering Analysis must be developed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet of the study and on the cover of any applicable design calculations.

2. Coastal Processes Study

A Coastal Engineering Analysis will be conducted to develop an understanding of the coastal processes that occur at the project site in order to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on review of data collected, analysis of relevant physical data and coastal processes, and analysis conducted under this task. Project Area shall be in accordance with Exhibit A, Project Vicinity Map. The detailed Coastal Processes Study Scope of Work shall be in accordance with Exhibit B, Coastal Processes Study Scope of Work Agreement.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The COUNTY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. The COUNTY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the COUNTY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The COUNTY may

notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the COUNTY's convenience, due to events beyond the control of the COUNTY, or for any other reasons. After the COUNTY suspends the project for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The COUNTY and the ENGINEER each binds itself, its successors, and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the COUNTY nor the ENGINEER shall assign, sublet, or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force starting April 1, 2021 and shall follow the subaward agreement until completion of the project period, which is April 30, 2022 unless otherwise amended. If the project period in the subaward agreement is extended, and the COUNTY deems necessary, the CONTRACT time may be extended by mutual agreement between the COUNTY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the COUNTY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Baldwin County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made *only* in return for work actually performed in completion of the PROJECT and properly documented to the COUNTY. All payments to the ENGINEER for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the COUNTY ENGINEER. For services rendered under this agreement, the COUNTY agrees to make periodic payments to the ENGINEER attributable to the services rendered.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by COUNTY of the deliverables listed in Section III, COUNTY agrees to pay the ENGINEER on a Lump Sum basis, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit C and as authorized by the COUNTY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. ENGINEER shall perform Engineering Study Phase services through Coastal Engineering & Habitat Processes Study, in accordance with the schedule and

appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Coastal Engineering & Habitat Processes Study of this CONTRACT shall be on a Lump Sum Basis not to exceed \$116,614.00 (One Hundred Sixteen Thousand Six Hundred Fourteen Dollars and Zero Cents). All payments will be upon successful completion of Engineering Study Milestones provided in the Fee Schedule in Exhibit C.

- b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to COUNTY for such failure. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the COUNTY, the COUNTY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the COUNTY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees to be paid the ENGINEER associated with the above mentioned PROJECT Coastal Engineering & Habitat Processes Study shall not exceed \$116,614.00 (One Hundred Sixteen Thousand Six Hundred Fourteen Dollars and Zero Cents).

COUNTY or ENGINEER may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by ENGINEER has been affected by such change properly approved, ENGINEER's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMINIFICATION**: Contractor shall indemnify, defend and hold harmless COUNTY and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) to the extent arising from or in connection with CONTRACTOR's negligent performance under this CONTRACT, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. **INSURANCE**: For the duration of this CONTRACT, ENGINEER shall maintain the following minimum amounts for each Project:

ENGINEER shall name Baldwin County as an additional insured.

- 1. **Professional Liability Insurance**:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per occurrence.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of Baldwin County.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of Baldwin County.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name Baldwin County as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by Baldwin County.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to Baldwin County.
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to Baldwin County, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to Baldwin County.

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is ADCNR Subaward Grant Agreement #S1P11-LHSP, County Resolution 20-1134.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Baldwin County Commission policies, which requires, inter alia, that all contractors performing work for Baldwin County not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

IN WITNESS WHERE OF, NEEL-SCHAFFER, INC., a corporation,
has caused its name to be signed hereto by JOHN E. MURPHY, JR., its SENIOR PROJECT MANAGER
VICE PRESIDENT, and by KIRBY LATHAM, its Secretary, both duly
authorized in full to bind the corporation, and the Baldwin County Commission, a municipal corporation,
has caused this instrument to be executed by its Commissioner and attested by its Commissioner on the
day and year first above written.

Baldwin County Commission

By: _____

ATTEST:

By: _____

NEEL-SCHAFFER, INC.

By: [Signature]

Its: Vice President

Address: 851 E I-65 Service Road South
Suite 1000
Mobile, AL 36606

Telephone: 251-471-2000

ATTEST:

By: [Signature]

Kirby Latham

Its: Senior Project Manager



EXHIBIT A: PROJECT VICINITY MAP



EXHIBIT B: COASTAL PROCESSES STUDY SCOPE OF WORK

January 6, 2021

Mr. Seth Peterson, PE
Baldwin County Highway Department
Central Annex II
22070 Highway 59 | Robertsdale, AL 36567

**Re: PROPOSED SCOPE OF WORK AND COST ESTIMATE
COASTAL PROCESSES STUDY FOR THE LILLIAN PARK
BEACH HABITAT AND SHORELINE PROTECTION**

Dear Mr. Peterson,

Neel-Schaffer, Inc. (NSI) is pleased to submit this proposed Scope of Work and Cost Estimate to Baldwin County Highway Department (Baldwin County) to perform a Coastal Engineering Study for the above captioned project.

NSI's general scope of services for the work is as follows:

GENERAL SCOPE OF SERVICES

NSI will provide Baldwin County with data collection and coastal / civil engineering services to perform a detailed coastal processes study for the Lillian Park Beach Habitat and Shoreline Protection. This study will provide data collection services, coastal engineering and habitat processes analysis, conceptual engineering and alternatives development.

Services may be comprised of project management and coastal engineering services including support for civil, hydraulic and hydrologic work as well as general design, drafting and GIS support for figures and reporting. A detailed scope of work is provided in **Exhibit A**.

QUALITY ASSURANCE & QUALITY CONTROL

NSI will furnish sufficient technical, supervisory, and administrative personnel at all times to ensure execution of the work in accordance with the needs and expectations of Baldwin County. All work will be accomplished with adequate internal controls and independent review procedures to minimize conflicts, ensure technical accuracy and coordination of all written material, drawings, illustrations, and other documents, and to ensure consistency in nomenclature and manner of presentation.

We propose to provide the services described in the Scope of Services on a **Lump Sum** basis of **\$116,614.00 (One Hundred Sixteen Thousand, Six Hundred Fourteen Dollars and Zero Cents)**. A detailed fee estimate is provided in **Exhibit B**. NSI estimates that the work will be completed in 3 months from the time Baldwin County issues a signed agreement. A full schedule of tasks and duration of each is provided in **Exhibit C**.

January 6, 2021

Mr. Seth Peterson, Coastal Processes Study for Lillian Park

Page 2

This Letter and Exhibits A, B, and C (enclosed) will represent the scope of work, fee estimate, and schedule with respect to the services that will be provided for this project.

We appreciate the opportunity to work with Baldwin County on this project. Should you have any questions or if I may be of further service to you in any way, please don't hesitate to call me at 225-614-2803 or 225-573-2364 (cell).

Sincerely,
NEEL-SCHAFFER, INC.



Glenn P. Ledet, Jr., P.E.
Water Resources Project Manager

Enclosures: Exhibit A – Scope of Work
Exhibit B – Fee Estimate
Exhibit C – Proposed Schedule

cc: Joey Nunnally, PE, Baldwin County
Stacy Appleton, PE, Baldwin County
Glenn Ledet, Jr., PE, NSI
Leah Selcer, PE, NSI
Brian Morgan, PE, NSI
Kirby Latham, PE, NSI

Exhibit A

SCOPE OF SERVICES FOR ENGINEERING SERVICES

COASTAL PROCESSES STUDY – ALTERNATIVE DEVELOPMENT LILLIAN PARK BEACH HABITAT AND SHORELINE PROTECTION BALDWIN COUNTY, AL

NOVEMBER 2020

1.0 INTRODUCTION

The Lillian Park Beach and Boat Launch were constructed to facilitate greater public access to and enjoyment of the natural resources of the Perdido watershed and the Gulf of Mexico. The sand beach shoreline and coastal habitat are a preferred feature for recreation use. Erosion of bay shoreline, loss/degradation nearshore and littoral habitat is occurring at and adjacent to this location.

This shoreline protection project will study existing conditions and coastal processes that may have real and ongoing negative considerations to degradation of the immediate shoreline and littoral habitat, public safety and public access to the natural resource.

The project goals are:

1. Reduce overall maintenance costs due to rapid sand and debris build up on the ramp
2. Reduce safety risks at the public boat launch at Lillian Park resulting from open, unattenuated wave action
3. Create a stable sand beach shoreline and effectively minimize beach erosion and habitat loss along Perdido Bay.
4. Create a more stable and useable public beach, and
5. Protect adjacent properties from beach erosion.

The primary goal of the study is to conduct a coastal processes study to develop an understanding of the coastal processes at the project site, and to develop a set of potential solutions to meet the project goals.

The work conducted as part of this scope of work include existing data collection and evaluation of new data collected, a coastal processes analysis, and development of conceptual alternatives to meet the project goals.

2.0 LOCATION

The project is located in Baldwin County, AL along Perdido Bay.



Figure 1 - Project Site

3.0 SCOPE OF WORK

Neel-Schaffer, Inc., hereinafter referred to as “Contracting Party”, shall perform conceptual engineering for the Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project (Project), as outlined in the following subsections.

3.1 Project Management

The Contracting Party will be responsible for providing overall project management for the Engineering and Design Tasks, including but not limited to, developing and maintaining task budget and schedule, scoping the work of all sub-consultants and administration of their tasks, maintaining accurate project data, and attending project meetings. Typical project meetings include, kickoff meeting and site visit, monthly meetings with Baldwin County and design review meetings.

3.1.1 Communications Management

3.1.1.1 Project Kickoff Meeting

The Contracting Party shall participate in a Project Kickoff Meeting with Baldwin County

3.1.1.2 Regular Meetings

As part of the Project, Baldwin County's team and the Contracting Party shall meet on a bi-weekly basis to, at a minimum, review the status of the Project, review action items, make decisions, review the schedule, review risks, and review upcoming external communications. The Contracting Party's Project Manager (PM) will be expected to participate and optimize their resources in bi-weekly meetings and off-week internal meetings with the Baldwin County's PM (off-week meetings may be via telephone).

3.1.1.3 Site Visit

The Contracting Party may conduct a Site Visit to the project site for the benefit of the Contracting Party's team. Baldwin County shall be notified of any Site Visit(s) but are not obligated to attend. The Contracting Party shall coordinate with Baldwin County for access to the Project site during the visit.

3.1.2 Time and Cost Management

3.1.2.1 Time Management: Schedule

A realistic linked critical-path schedule will be submitted to Baldwin County and reviewed and accepted by Baldwin County and the Contracting Party. During the Project, the Baldwin County PM shall be notified immediately of any schedule updates. Time shall be set aside at each regular team meeting to discuss schedule changes and any ideas for minimizing schedule delays or opportunities for compression.

3.1.2.2 Cost Management: Invoicing

The Contracting Party shall submit a monthly invoice on a date agreed upon by Baldwin County and the Contracting Party.

3.1.3 Quality Management

3.1.3.1 QA/QC

The Contracting Part shall furnish to Baldwin County their internal QA/QC or ITR protocol. The Contracting Party's internal QA/QC documentation, should at a minimum, include information concerning the discipline, objectives, methods, assumptions, references, and relevant computational tools utilized in the analysis. A Deliverable Review Log (DRL) shall be developed by Baldwin County and the Contracting Party for each deliverable. The DRL shall include a list of the components of the deliverable (data files, plan sheets, etc.) and the required standards. The

Contracting Party shall update the DRL after each submittal and furnish to Baldwin County.

3.1.3.2 Independent Deliverable Review

Independent review of work products shall be developed to ensure that planned and completed work complies with predetermined requirements, industry standards, and common engineering practices.

The reviewer shall evaluate, to the extent reasonably possible, the consistency, applicability, and defensibility of the following:

- Technical approach
- Technical concepts
- Assumptions
- Recommendations
- References

3.2 Project Understanding & Data Collection

New field data collection will be conducted as part of the scope of work, including new topographic and bathymetric surveys and limited geotechnical data collection

The Contracting Party will collect, where available, existing topographic, bathymetric and geotechnical data of the project vicinity from previous projects or other publicly available source

3.2.1 Survey

See Attachment for detailed scope of work of Survey task.

3.2.2 Geotechnical

See Attachment for detailed scope of work of Geotechnical task.

3.2.3 Environmental Data Collection

See Attachment for detailed scope of work for Environmental Data Collection task.

3.2.4 Coastal Data Collection

Existing data will be collected to develop a database of physical data and available knowledge relevant to the project shoreline that will be used as the basis for the coastal engineering analysis and design. Additional details on this scope of work is provided in the Attachment.

3.3 Coastal Engineering & Habitat Processes Analysis

A Coastal Engineering Analysis will be conducted to develop an understanding of the coastal processes that occur at the project site in order to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on review of data collected, analysis of relevant physical data and coastal processes, and analysis conducted under this task.

3.3.1 Characterize Existing Conditions

Existing information on coastal processes will be compiled including data on winds, waves, tides, currents, sediment budgets, sediment characteristics, and relative sea level rise as available. Existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting.

3.3.2 Waves, Winds, Water levels, and Sediment transport Analysis

Coastal processes including waves, winds, water levels, and sediment transport will be analyzed with analytical and empirical methods. Typical and extreme value statistics of winds, waves, and water levels will be developed using relevant data.

A shoreline change analysis of shorelines adjacent to the Lillian Park shoreline will be conducted using available historical shorelines and delineation of shorelines from historical aerial photos. These digital shorelines will be evaluated to quantify shoreline change rates along the adjacent areas to inform the natural morphology at the site.

A numerical wave model (MIKE-SW, DELFT-3D, SWAN, or similar) will be developed to simulate wave generation and transformation to the project shoreline, and wave analysis will be conducted to develop a statistically representative characterization of the wave climate that drives sediment transport. We assume that extreme storms with 25-yr and 100-yr return periods will be evaluated.

A circulation model will be developed for the project site that is driven by a combination of tides, winds, and waves. The circulation model will be coupled with a wave model to incorporate the combined processes and their influence on circulation and sediment transport. The coupled circulation model will be completed using a modeling system such as DELFT-3D or the MIKE modeling system.

A sediment transport model will be developed based on the combined wave and circulation models to simulate the existing sediment transport pathways along the project site and adjacent shorelines. The model will be used as comparative analysis tool and will be qualitatively validated based on observations from adjacent shorelines.

3.3.3 Alternative Development

The Contracting Party will work to provide conceptual alternatives that are cost-effective, meet the project design criteria, meet the project goals, and utilize sound engineering principles.

3.3.3.1 Coastal Mitigation and Conceptual Development

Following the results from Coastal Engineering Analysis, the Contracting Party

will assess the existing conditions of project shoreline, identify issues in the project vicinity, and develop conceptual level alternative solutions.

3.3.3.2 Alternative Development

Sketches of proposed conceptual alternatives will be developed to illustrate the conceptual geometry and layout of the proposed alternatives.

The proposed alternatives will be developed into the geometrical concept drawings. It is anticipated that 2 alternatives will be developed.

3.4 Reporting & Presentations of Results

3.4.1 Draft Technical Report

The Contracting Party shall prepare and submit a Draft Technical Report and submit to Baldwin County. The report shall provide results from data collection, coastal engineering analysis, and alternative development. Two (2) hard copies and two (2) digital media devices containing digital copies (PDF) of the Draft Technical Report shall be submitted.

3.4.2 Final Technical Report

The Contracting Party will meet with Baldwin County to present the Draft Technical Report and the conceptual level alternatives. The Contracting Party will incorporate Baldwin County input and comments from the meeting and finalize the Technical Report.

Attachments Subconsultants' Scope of Services



650 Poydras St., Ste 2550
New Orleans, LA 70130

T 504-529-7687 F 504-529-7688
mottmac.com

January 6, 2021

Glenn Ledet, Jr., P.E.
Neel-Schaffer, Inc.
10000 Perkins Rowe
Suite G360
Baton Rouge, LA 70810
Phone: 225.614.2803

RE: **SCOPE OF WORK for Coastal Engineering Analysis**
Coastal Processes Study for Lillian Park Beach Habitat and Shoreline Protection
Baldwin County, AL
REVISION 3

Mr. Ledet:

Mott MacDonald is pleased to submit this scope of work for coastal engineering analysis for Coastal Processes Study for Lillian Park Beach Habitat and Shoreline Protection Baldwin County, AL.

INTRODUCTION

The project is located in Baldwin County, AL along Perdido Bay. The project goals are to

1. Reduce overall maintenance costs due to rapid sand and debris build up on the ramp
2. Reduce safety risks at the public boat launch at Lillian Park resulting from open, un-attenuated wave action
3. Create a stable sand beach shoreline and effectively minimize beach erosion and habitat loss along Perdido Bay.
4. Create a more stable and useable public beach, and
5. Protect adjacent properties from beach erosion.

The first phase of the project is to conduct a coastal processes study to develop an understanding of the coastal processes at the project site, and to develop a set of potential solutions to meet the project goals.

The work conducted as part of this scope of work include existing data collection and evaluation of new data collected, a coastal processes analysis, and development of conceptual alternatives to meet the project goals, as described in the following tasks.

TASK 1. PROJECT UNDERSTANDING AND DATA COLLECTION

A project kickoff meeting will be held online virtually to discuss project site history and goals, as well project site history and current challenges.

Existing data will be collected to develop a database of physical data and available knowledge relevant to the project shoreline that will be used as the basis for the coastal engineering analysis and design. Mott MacDonald will compile existing information on coastal processes including data on winds, waves, tides, currents, sediment budgets, sediment characteristics, and relative sea level rise as available. Existing data available from the County will also be compiled, including, if available, maintenance dredging activity, as-built drawings of the existing project features, information on any other maintenance activities associated with the waterfront and nearshore features, existing permits for the project site features, as well as any supporting engineering documents for original construction, maintenance, or permitting. Existing data will be utilized wherever possible. In addition, the Project Team will collect, where available, existing topographic, bathymetric and geotechnical data of the project vicinity from previous projects or other publicly available sources.

Shoreline morphology plays a key role in understanding the coastal system. Therefore, modern shoreline position data is required for shoreline change analysis. Publicly available historic aerial photographs will be collected to quantify historical shoreline morphology. Even though the project site is stabilized with a bulkhead, neighboring shorelines can provide valuable information on coastal processes for the entire coastal system.

The available existing data will be reviewed for completeness, and a new data collection plan will be developed. We anticipate that new topographic, bathymetric, geotechnical, and habitat data will need to be collected for the project vicinity.

New field data collection is anticipated to be conducted as part of a separate scope of work, including new topographic and bathymetric surveys and limited geotechnical data collection. Mott MacDonald will coordinate with the Project Team these data collection efforts, and review and process data resulting from the new data collection.

Results of the Data Collection will be documented as part of the Coastal Engineering Analysis and Alternative Development Report.

Task 1 Schedule: Four (4) weeks from NTP; or two (2) weeks after receipt of new field data, whichever is longer

Task 1 Deliverables:

- Kickoff meeting; presentation of scope of work and project understanding
- Kickoff meeting minutes
- Section in Coastal Engineering Analysis and Alternative Development Report

TASK 2. COASTAL ENGINEERING PROCESSES ANALYSIS AND ALTERNATIVE DEVELOPMENT

A Coastal Engineering Analysis will be conducted to develop an understanding of the coastal processes that occur at the project site in order to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on review of data collected from Task 1, analysis of relevant physical data and coastal processes, and analysis conducted under this task.

Coastal processes including waves, winds, water levels, and sediment transport will be analyzed with analytical and empirical methods. Typical and extreme value statistics of winds, waves, and water levels will be developed using relevant data. A shoreline change analysis of shorelines adjacent to the Lillian Park shoreline will be conducted using available historical shorelines and delineation of shorelines from historical aerial photos. These digital shorelines will be evaluated to quantify shoreline change rates along the adjacent areas to inform the natural morphology at the site.

Mott MacDonald will develop a local wave climate at the project site. Understanding the local wave climate is necessary to generate an understanding of sediment transport and shoreline morphology. A numerical wave model (MIKE-SW, DELFT-3D, SWAN, or similar) will be developed to simulate wave generation and transformation to the project shoreline, and wave analysis will be conducted to develop a statistically representative characterization of the wave climate that drives sediment transport. An understanding extreme storm wave conditions are required for use in development of the design of coastal structures. Waves from extreme storm events will also be generated at the project as they inform the resilience of any project features considered. Extreme storm conditions will be developed based on analytical methods. We assume that extreme storms with 25-yr and 100-yr return periods will be evaluated.

A circulation model will be developed for the project site that is driven by a combination of tides, winds, and waves. Our experience in Perdido Bay shows that tide-driven circulation plays a minor role, and the circulation is driven primarily by wind forcing. The circulation model will be coupled with a wave model to incorporate the combined processes and their influence on circulation and sediment transport. The coupled circulation model will be completed using a modeling system such as DELFT-3D or the MIKE modeling system.

A sediment transport model will be developed based on the combined wave and circulation models to simulate the existing sediment transport pathways along the project site and adjacent shorelines. The model will be used as comparative analysis tool and will be qualitatively validated based on observations from adjacent shorelines.

Following the results from Coastal Engineering Analysis, the Project Team will assess the existing conditions of project shoreline, identify issues in the project vicinity, and develop conceptual level alternative solutions. Sketches of proposed conceptual alternatives will be developed to illustrate the conceptual geometry and layout of the proposed alternatives; these proposed alternatives will be communicated to Neel-Schaffer who will prepare the geometrical concept drawings. It is anticipated that 2 alternatives will be developed.



Mott MacDonald will prepare a draft technical report including results from data collection, coastal engineering analysis, and alternative development. Mott MacDonald will meet with the Project Team via online digital meeting to present the Coastal Engineering Analysis results and the conceptual level alternatives. Mott MacDonald will incorporate the Project Team input and comments from the meeting and finalize the Coastal Engineering Analysis and Alternative Development Technical Report.

Task 2 Schedule: Eleven (11) weeks from receipt of new field data

Task 2 Deliverables:

- Coastal Engineering Analysis and Alternative Development Report
- Coastal Engineering Analysis and Alternative Development Presentation
- Coastal Engineering Analysis and Alternative Development meeting minutes

ASSUMPTIONS

- Unless otherwise specified, all deliverables will be submitted electronically in PDF format.
- This scope of work does not include topographic and hydrographic surveys.
- This scope of work does not include geotechnical investigation.

COST SUMMARY

Task 1. Project Understanding and Data Collection	\$9,400
Task 2. Coastal Engineering and Habitat Processes Analysis	\$49,720
Total Cost	\$59,120

Please contact me with any questions.

Very truly yours,
Mott MacDonald, LLC

A handwritten signature in black ink, appearing to read 'Josh Carter'.

Josh Carter, PE, D.CE
Principal Coastal Engineer
650 Poydras St., Ste 2550, New Orleans, LA 70130
T 504.383.9785 M 512.289.3857
joshua.carter@mottmac.com

Attachments:
Mott MacDonald Manhour and Fee Estimate

5 January 2021

Mr. Glenn Ledet, Jr., P.E.
Neel-Schaffer, Inc.
10000 Perkins Rowe
Suite G360
Baton Rouge, LA 70810

Re: Lillian Park Beach Habitat and Shoreline Protection
Hydrographic Survey

Dear Mr. Ledet,

Hydro Engineering Solutions, a Division of Hydro, LLC (Hydro) is pleased to provide this proposal to assist Neel-Schaffer on the above-referenced project. Our proposed scope of services is described below.

SCOPE OF SERVICES

Based on the information provided by Neel-Schaffer, we propose to perform a hydrographic survey of the areas located in Figures 1.

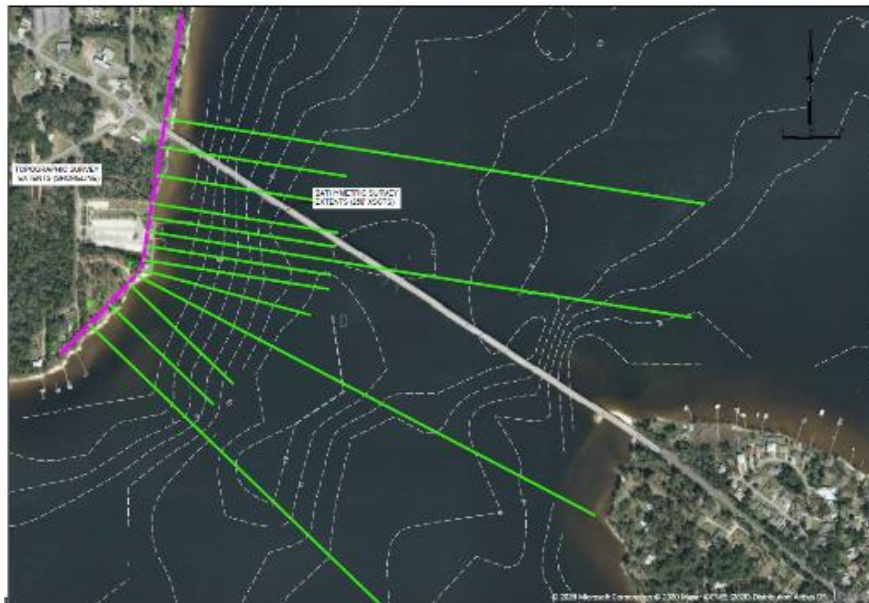


Figure 1 – Survey Area with transects

Hydro conducted a site visit to evaluate existing water depths within the project area. Our observations revealed that water depths are shallow near the banks but have depths conducive for conventional bathymetric surveying. We plan to use single beam for the survey. The single beam echo sounder requires a minimum water depth of 1 foot to collect depth data. Based on the tide charts through January of 2021, we anticipate performing much of the field work at night near the Lillian Park Beach.

Project deliverables shall include the following:

Navigation During Survey Work

- If we have any coordination correspondence with the USACE or US Coast Guard for the hydrographic survey, any written correspondence will be provided.

Horizontal and Vertical Control

- We will tie to the provided controls by Neel-Schaffer. We will provide survey coordinates referenced to the most recent Geoid. The data shall be reported in U.S. Survey Feet to two decimal places.

Deliverables

- Reporting – a brief report will be generated describing the survey methodology employed in the field, including control, any calibrations, equipment used, etc. The report will also contain the following:
 - A set of half size (11" x 17") drawings including a plan view showing all survey lines and sheets showing all cross-sectional diagrams. The elevations shall be referenced to NAVD 88.
- Digital Files - A digital drawing file in AutoCAD format and the data sets in ".csv" format will be provided

Certification

- All deliverables will be certified by a licensed engineer in the State of Alabama.

SCHEDULE

Hydro is prepared to initiate work within one week upon receipt of written authorization to proceed. Deliverables will be provided within two weeks from that time.

FEES

Hydro shall provide the services described herein for the Lump Sum Fee of \$15,000. Our fees are based on the following assumptions.

- Survey data shall be collected at the locations using the provided transects in a dgn or dwg format by Neel-Schaffer based on the transects shown in Figure 1. The survey shall stop at the bank.
- Field work is highly dependent upon weather conditions and timing of winds and high tide. Hydro shall coordinate the field work to collect data during optimum times.
- Safety of the field crews is of the upmost importance. Hazardous site conditions and wildlife may impact the time required to perform the field work. Field work shall not be performed during inclement weather and shall avoid dangerous wildlife if present.
- Due to the timing of winds and high tides, field work may be performed during the evening and night hours.
- Neel-Schaffer will provide at least two control points at the Park in open areas.

Summary

You may authorize Hydro to proceed with this work by signing and returning a copy of this proposal or by issuing a contract.

We appreciate the opportunity to assist Neel-Schaffer with this project. If you have any questions or require any additional information, please contact me at (334) 444-9287.

Sincerely,

Hydro Engineering Solutions
A Division of Hydro, LLC



John E. Curry, P.E.
President

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

October 27, 2020

Neel-Schaffer, Inc.
851 East I-65 Service Road South, Suite 1000
Mobile, Alabama 36608

Attn: Mr. John Murphy, P.E.

Re: Proposed Scope of Services and Fees for Soils Explorations and Geotechnical Engineering Studies for the Conceptual Planning Phase of the Lillian Park Beach Habitat and Shoreline Protection Project in Baldwin County

Gentlemen:

Geotechnical Engineering-Testing, Inc. is pleased to provide the proposed scope of services and associated fees for soils explorations and geotechnical engineering studies to aid in the Conceptual Planning Phase of the design of the Lillian Park Beach Habitat and Shoreline Protection in Baldwin County, Alabama. This proposal is in response to the written request for proposal received from Mr. Glenn Ledet, P.E. of Neel-Schaffer, Inc. We have discussed the project with Mr. Ledet and Mr. Josh Carter, P.E. of Mott MacDonald, reviewed data that has been provided on the project to date, and we believe we have an understanding of the geotechnical engineering requirements for Conceptual Planning Phase of this project.

For the Conceptual Planning Phase of the project, we plan to perform the three following primary tasks.

- Review of Existing Data
 - Review borings from US Hwy 98 Bridge
 - Review other existing data that may be available from County
- Data Collection & Laboratory Testing
 - Collect 12 grab samples from areas around the site vicinity
 - Analyze the characteristics or composition of the materials
 - Grain size analysis
- Reporting
 - Develop a report deliverable

To perform the data collection and laboratory testing, we plan to explore the subsurface soils for this phase of the project by sampling the soils from a work boat. Sample locations will be selected by the design team and GET personnel will utilize a hand-held GPS to determine the location in the field. Samples will be collected using a Van Veen or ponar sampler. Samples will be visually classified in the field and retained for additional testing.

We plan to perform physical laboratory soil mechanics tests on the grab samples recovered. For this phase of work, laboratory tests will be limited to grain size analyses. These tests will be performed in general accordance with the applicable laboratory testing standards.

These soils explorations and laboratory testing services will be performed under the supervision of a licensed engineer of our firm. A report of our findings from the soils explorations and laboratory testing will be provided. This report will include a summary of our review of nearby soils data information.

We are usually in a position to start a project such as this one within one to two weeks of the authorization to proceed. Approximately two days will be required to conduct the fieldwork and additional one to two weeks for laboratory testing and preparing a report of our findings.


Our proposed fees for the services outlined above will be based on our standard unit fees (Fee Schedule dated January 1, 2020) for soil borings made, tests performed and hours worked on the project. Our total estimated fee for providing the services as outlined above for this phase of the project is about SIX THOUSAND THREE HUNDRED DOLLARS (\$6300.00). Should conditions be encountered that will require additional or less services than has been estimated, we will adjust our total fees for the actual work done. Your permission will be obtained prior to doing additional work that will cause our total fees to be greater than we have estimated.

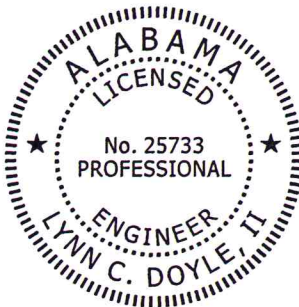
Our firm appreciates this opportunity to provide engineering services to Neel-Schaffer, Inc. Should you have any questions regarding this proposal or if we have misinterpreted your request, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project.

We thank you very much for your consideration of using our firm for providing the geotechnical engineering services on your project.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.


Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 10/27/2020



**ESTIMATED UNITS OF SERVICE AND FEES FOR
PRELIMINARY GEOTECHNICAL EXPLORATIONS FOR THE
CONCEPTUAL PHASE DESIGN
LILLIAN PARK BEACH HABITAT AND SHORELINE PROTECTION PROJECT
BALDWIN COUNTY, ALABAMA**

OCTOBER 27, 2020

<u>ITEM OF SERVICE</u>	<u>EST. UNITS</u>		<u>UNIT FEE</u>	<u>EST. TOTAL FEE</u>
<u>REVIEW OF HISTORICAL DATA</u>				
1. Senior Geotechnical Engineer, P.E.	4	Hours	\$ 140.00 /Hr	\$ 560.00
Estimated Subtotal:				\$ 560.00
<u>PRELIMINARY INVESTIGATION/DATA COLLECTION</u>				
1. Mobilization of Work Boat & Sampling Equipment			Lump Sum	\$ 750.00
2. Crew Time to Collect Samples	20	Hours	\$ 150.00 /Hr	\$ 3,000.00
3. Moisture Content	12	Each	\$ 12.50 /Ea	\$ 150.00
4. Grain Size Analysis	12	Each	\$ 75.00 /Ea	\$ 900.00
Estimated Subtotal:				\$ 4,800.00
<u>REPORT OF PRELIMINARY FINDINGS</u>				
1. Engineering Technician IV	4	Hours	\$ 67.50 /Hr	\$ 270.00
2. Senior Geotechnical Engineer, P.E.	4	Hours	\$ 140.00 /Hr	\$ 560.00
3. Principal Geotechnical Engineer, P.E.	0.5	Hours	\$ 160.00 /Hr	\$ 80.00
Estimated Subtotal:				\$ 910.00
ESTIMATED TOTAL:				\$ 6,270.00



BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

November 3, 2020

Glenn Ledet
Neel-Schaffer, Inc.
851 East I-65 Service Road South,
Suite 1000
Mobile, AL 36606

Subject: Proposal for Environmental Services for Lillian Park (Baldwin County)

Dear Glenn:

Barry A. Vittor & Associates, Inc. appreciates this opportunity to provide Neel-Schaffer, Inc. with this proposal to conduct environmental resource and regulatory evaluation of potential improvements to Lillian Park, in conjunction with the Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection project. Vittor & Associates would provide a compilation of existing information for environmental resources in the project area, and would identify key issues that would need to be addressed pursuant to obtaining environmental agency approvals for proposed plans for Park improvements and shoreline protection measures. The estimated cost of these services would be \$3,500.00. This phase of the project would be completed within 60 days of notice to proceed.

Please call or email me if you need any additional information.

Sincerely,

Barry A. Vittor, PhD
President

Exhibit B

Baldwin County - Coastal Process Study for the Lillian Park Beach Habitat and Shoreline Protection:		
WBS	Work Description	Cost (\$)
1.0	Project Understanding & Data Collection	\$ 45,042.00
1.1	Project Kickoff	\$ 3,747.00
1.2	Survey Data Collection	\$ 16,500.00
1.3	Geotechnical Subsurface Investigation and Analysis	\$ 6,897.00
1.4	Environmental Data Collection	\$ 3,850.00
1.5	Coastal Data Collection	\$ 14,048.00
2.0	Coastal Engineering & Habitat Processes Analysis	\$ 53,434.00
2.1	Conceptual Engineering and Habitat Proceses Analysis	\$ 35,546.00
2.2	Alternative Development	\$ 17,888.00
3.0	Reporting & Presentations of Results	\$ 18,138.00
3.1	Draft Technical Report	\$ 10,436.00
3.2	Final Technical Report	\$ 2,629.00
3.3	Final Presentation & Meeting Minutes	\$ 5,073.00

Summary

1	Project Understanding & Data Collection	\$ 45,042.00
2	Coastal Engineering & Habitat Processes Analysis	\$ 53,434.00
3	Reporting & Presentations of Results	\$ 18,138.00
TOTALS		\$ 116,614.00

Exhibit C

Coastal Process Study for the Lillian Park Beach Habitat and Shoreline Protection						Month 0	Month 1	Month 2	Month 3	Month 4	Month 5
TASK	START	END	DAYS								
Project Management & Administrative											
Communications Management	Day 1	Day 91	91								
Time & Cost Management	Day 1	Day 91	91								
Quality Management	Day 1	Day 91	91								
1.0 Project Understanding & Data Collection				45							
1.1 Project Kickoff	Day 1	Day 2	2								
1.2 Survey Data Collection	Day 1	Day 14	14								
1.3 Geotechnical Subsurface Investigation and Analysis	Day 1	Day 20	20								
1.4 Environmental Data Collection	Day 1	Day 9	9								
1.5 Coastal Data Collection	Day 1	Day 45	45								
2.0 Coastal Engineering & Habitat Processes Analysis				77							
2.1 Conceptual Engineering & Coastal Processes Analysis	Day 14	Day 91	77								
2.2 Alternative Development	Day 76	Day 91	15								
3.0 Reporting & Presentations of Results				20							
3.1 Draft Technical Report	Day 71	Day 91	20								
3.2 Presentation of Technical Results	Day 91	Day 91	1								

EXHIBIT C: ENGINEER'S FEE SCHEDULE

PROJECT – Engineering/Environmental Services for the Lillian Park Beach Habitat and Shoreline Protection Project

Baldwin County Project No. BCP 0206916

ENGINEERING STUDY PHASE (Coastal Processes Study)

Not to Exceed \$116,614.00

Payment shall be made upon completion of the milestones of the study. These milestones are provided below:

- Milestone 1 – Project Understanding and Data Collection = \$45,042
- Milestone 2 – Coastal Engineering & Habitat Processes Analysis = \$53,434
- Milestone 3 – Reporting & Presentation of Results = \$18,138

FUNDING SOURCE: ADCNR Subaward Grant Agreement ##S1P11-LHSP, County Resolution 20-1134

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE

STATE OF ALABAMA
COUNTY OF BALDWIN

AFFIDAVIT OF VENDOR / CONTRACTOR

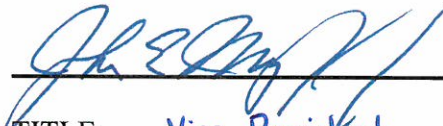
Before me, a Notary public, personally appeared John E. Murphy, Jr. (affiant) who, being duly sworn says as follows:

Vice President

As a condition for the award of a contract by the County of Baldwin to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Neel-Schaffer, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.


By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Neel-Schaffer, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 143162.


TITLE: Vice President

Sworn to and subscribed before me this the 17th day of March, 2021.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

My Commission Expires
December 4, 2021



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com														
INSURED Neel-Schaffer, Inc. 125 South Congress Street; Suite 1100 Jackson, MS 39201	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1563 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : Liberty Mutual Fire Insurance Company</td> <td data-bbox="1437 451 1563 478"></td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : Beazley Insurance Company, Inc.</td> <td data-bbox="1437 478 1563 506"></td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C :</td> <td data-bbox="1437 506 1563 533"></td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D :</td> <td data-bbox="1437 533 1563 560"></td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1563 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1563 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company		INSURER B : Beazley Insurance Company, Inc.		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 20-21****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability				11/15/2020	11/15/2021	Per Claim \$5,000,000 Aggregate \$5,000,000

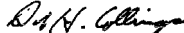
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: BCP 0206916 - Engineering/Environmental Services for Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Baldwin County Commission 22070 AL-59 Robertsdale, AL 36567-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.



NEELINC-01

SSHOWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER The Nowell Agency, Inc. 1498 Old Fannin Road Brandon, MS 39047	CONTACT NAME	Sandy P Shows	
	PHONE (A/C, No, Ext)	FAX (A/C, No) (601) 939-8800	
INSURED Neel-Schaffer, Inc. Et Al P.O. Box 22625 125 S Congress Street Ste 1100 Jackson, MS 39225	E-MAIL ADDRESS	sandy.shows@nowellagency.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Nationwide Property And Casualty Co.	
	INSURER B	Nationwide Mutual Fire Insurance Company	
	INSURER C		
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X		4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X		4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: BCP 0206916 Engineering/Environmental Services for Coastal Processes Study for the Lillian Park Beach Habitat and Shoreline Protection Project

Baldwin County Commission, and its commissioners, officers, directors, employees, representatives, and agents are listed as Additional Insured and granted waiver of subrogation as required by written contract in respect to the operations of Named Insured. Thirty (30) days prior to cancellation, notice thereof shall be given to the below Certificate Holder. The above policies are primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

Baldwin County Commission 22070 AL-59 Robertsdale, AL 36567	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

02/18/2021

Whitnee Sandlin,

The following is the Dun & Bradstreet D-U-N-S® number for **Neel-Schaffer, Inc.**:
D-U-N-S number: [REDACTED]

If this is **YOUR COMPANY**, take advantage of [CreditBuilder™](#), our next generation credit building solution.

With **CreditBuilder** you can:

- Get unlimited access to your business credit file
- Ensure you are always aware of the most current D&B information your banks, suppliers, competitors and customers are using to evaluate your business
- Get alerts when there are changes to your business credit file
- Benchmark your company's credit scores against your industry and key competitors
- Enhance your D&B credit scores and ratings by adding good payment history to your credit profile

If you are looking for information on **ANOTHER COMPANY**, consider purchasing a [Business Information Report™](#). Reduce the risk of unpaid bills by evaluating the credit risk of another company before doing business with them.

Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Neel-Schaffer, Inc. (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

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Client Company ID Number: [REDACTED]

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

Company ID Number: [REDACTED]

Client Company ID Number: [REDACTED]

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Neel-Schaffer, Inc. (Employer) hereby designates and appoints Courtney Corley (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Neel-Schaffer, Inc.	
Name (Please Type or Print) Karen Reeves	Title
Signature Electronically Signed	Date October 11, 2017
E-Verify Employer Agent Paycom	
Name (Please Type or Print) Courtney Corley	Title
Signature Electronically Signed	Date October 11, 2017
Department of Homeland Security – Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 11, 2017

Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Neel-Schaffer, Inc.
Company Facility Address	125 S. Congress Ste 1100 Jackson, MS 39201
Company Alternate Address	125 S. Congress Ste 1100 Jackson, MS 39201
County or Parish	Hinds
Employer Identification Number	[REDACTED]
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Mississippi	1
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Company ID Number [REDACTED]

Client Company ID Number [REDACTED]

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Karen Reeves
Phone Number	(601) 351-2779
Fax Number	
Email Address	karen.reeves@neel-schaffer.com

EXHIBIT E: SUBAWARD GRANT AGREEMENT

STATE OF ALABAMA

ADCNR Grant #: SIP11-LHSP

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the 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 #11: Lillian Park Beach Habitat and Shoreline Protection" (hereinafter "Project"). The purpose of this project is to improve the shoreline at Lillian Park; reduce the overall maintenance costs due to rapid sand and debris build up on the ramp; create a more stable and useable public beach; and, to protect adjacent properties from beach erosion, further described in the Federal Award GNSSP20AL0007-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): [REDACTED]
 - b. Federal Award Period of Performance: 05/01/2020-04/30/2022
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$621,460
 - d. Subrecipient DUNS#: [REDACTED]
 - e. Total Amount of Federal Award: \$645,231
 - 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%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of six hundred twenty-one thousand four hundred sixty and xx/100 dollars (\$621,460).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the May 1, 2020 and end on April 30, 2022.
5. **AGREEMENT TERM:** The term of this Agreement shall commence on May 1, 2020 and end on April 30, 2022 (hereinafter "Agreement Term").

6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions and Supplemental Construction Terms contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures. ADCNR is relying upon the Subrecipient to maintain compliance with all requirements associated with performance under this Agreement and all exhibits hereto, including, but not limited to, the Grant Award Document, its Special Award Conditions, RESTORE Council policies and Supplemental Construction Terms, required certifications, and all applicable laws. Subrecipient's responsibility specifically includes safeguarding the property that is held in trust by Subrecipient for the full duration of its designated "estimated useful life" of fifty (50) years from the date of construction completion. Subrecipient specifically acknowledges and agrees to comply with *Special Award Condition No. 3. - Estimated useful life and federal interest in project property*
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

- d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.
11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

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

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

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

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

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall

disburse to Subrecipient all or such portion of the five percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

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

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

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

a. Reporting:

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

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

b. Submission: All reports shall be sent to the e-mail address listed below:

Lillian_Beach_Submissions@docs.e-builder.net

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

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

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to,

property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
- c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.
- d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

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

16. **LOBBYING ACTIVITY:**

- a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.
- b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
- d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

17. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
18. **CONFLICTS OF INTEREST:** Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
19. **ENVIRONMENTAL COMPLIANCE:** Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
 - a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
 - m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
 - n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
 - o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
 - p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
 - q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
 - r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
 - s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
 - t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended

- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

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

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330)** as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.** If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
 - g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.
21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
 - h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.
 - m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.
 - n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement
22. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.
23. DEBARMENT AND SUSPENSION:
- a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to

ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

24. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R. 200, the Federal Award, and Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award.
25. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
26. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."
27. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award, and all other federal, state, or local laws.
28. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
29. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

30. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

31. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

- a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
- b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
- c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions and Supplemental Construction Terms incorporated within the Federal Award and ADCNR.
- d. Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer: "This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

32. INDEMNIFICATION:

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

- c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

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

- a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. In that event, at the option of ADCNR, Subrecipient shall provide to ADCNR copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient.
 - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
34. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 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, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

Baldwin County Commission
Attn: Commissioner Billie Jo Underwood
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

35. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
36. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
37. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
38. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
39. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
40. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of either party to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
41. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

42. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
43. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
44. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
45. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
46. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
47. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
48. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
49. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
50. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
51. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

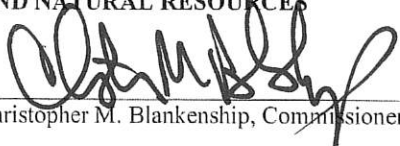
52. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

1. This Subaward Agreement; and
2. Federal Award including 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: 6-18-2020

BALDWIN COUNTY COMMISSION


Billie Jo Underwood, Commissioner

Date: June 2, 2020

Attest:


Wayne Dyess, County Administrator

Reviewed By Accounting


DCNR Accounting Director

APPROVED LEGAL





AL-04/16/2020

Subrecipient Name: Baldwin County Commission, DUNS # [REDACTED]

Title of Grant Project: State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	Baldwin County Commission
(ii.) Subrecipient's unique entity identifier	DUNS # [REDACTED]
(iii.) Federal Award Identification Number (FAIN);	[REDACTED]
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	May 1, 2020 - April 30, 2022
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 621,460.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 621,460.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 621,460.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to improve the shoreline at Lillian Park; reduce the overall maintenance costs due to rapid sand and debris build up on the ramp; create a more stable and useable public beach; and, to protect adjacent properties from beach erosion.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA #: <u>CFDA # 87.052 "Spill Impact Component Project Grants"</u> - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is \$645,231.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor. This questionnaire must be completed prior to entering into a subaward agreement. DCNR will follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Amy Hunter

Project Name:

Grant Number, if known:

2. Subrecipient Contact Information

Full Legal Organization/Business Name Baldwin County Commission

Address: 312 Courthouse Square, Bay Minette, Alabama 36507

Telephone number: 251-937-0371

Fax number: 251.937.0201

Name of person completing this form: Ronald Cink

E-mail address: rcink@baldwincountyal.gov

Website: www.baldwincountyal.gov

Incorporated in: Alabama Incorporated Date: 1931

Number of employees: 650

DUNS number: [REDACTED]

EIN (Employee ID Number): [REDACTED]

Fiscal Year (Month/Year): 04/2020

3. Subrecipient Type of Organization (select one):

☒ Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual

4. Subrecipient Organization Classification (select all that apply):

☐ Large Business

☐ Small Business

☐ Historically Black College/University

☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone

☐ Woman-Owned Business

☐ Minority Institution/Owned

☐ Tribal

☐ Veteran Owned

☒ Other: County Government

5. Subrecipient Personnel Contact Information			
Project Director for Subaward			
Name:	Joey Nunnally		
Title:	County Engineer		
Telephone Number:	251-937-0371		
E-mail Address:	jnunnally@baldwincountyal.gov		
Additional Contact for Subaward			
Name:	Ron Cink		
Title:	Budget Director		
Telephone Number:	251.580.1646		
E-mail Address:	RCink@baldwincountyal.gov		
6. Subrecipient Indirect Costs			
Fiscal Year (Month/Year): 2020			
Negotiated Federal Indirect Cost Rate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 10% De Minimis Rate			
Name of Designated Federal Cognizant Agency (if applicable):			
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)			
<input checked="" type="checkbox"/> Yes (See "SEFA " Files) <input type="checkbox"/> No			
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Auditor Contact Name and Title: Brian.Wheeler@examiners.alabama.gov (audit supervisor)			
9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.			
<input checked="" type="checkbox"/> Yes (See "Audit Reports" attached) <input type="checkbox"/> No			

<p>10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.</p>	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explanation (if applicable):	
<p>11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities? Please provide documentation to support an affirmative answer.</p>	
<input checked="" type="checkbox"/> Yes (See SEFA and BCC policies)	<input type="checkbox"/> No
<p>12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)? Please provide documentation to support an affirmative answer.</p>	
<input checked="" type="checkbox"/> Yes (See SEFA , BCC policies, Bank records)	<input type="checkbox"/> No
<p>13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.</p>	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explanation (if applicable):	
<p>14. Are all disbursements properly documented with evidence of receipt of goods or performance of services? Please provide documentation to support an affirmative answer.</p>	
<input checked="" type="checkbox"/> Yes (See SEFA , BCC policies, Bank records)	<input type="checkbox"/> No
<p>15. Are all bank accounts reconciled monthly? Please provide documentation to support an affirmative answer.</p>	
<input checked="" type="checkbox"/> Yes (See BCC policies, Bank records)	<input type="checkbox"/> No

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

21. Does Subrecipient have policies that address the following? Please provide documentation to support an affirmative answer.

Pay Rates and Benefits	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Leave	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Conflicts of Interest	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Purchasing/Procurement	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Capitalization/depreciation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

(See BCC policies)

22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.

Explanation:

(See BCC policies, Bank Records)

23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures? Please provide documentation to support an affirmative answer.

☒ Yes (See BCC policies) ☐ No

24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts? Please provide documentation to support an affirmative answer.

☒ Yes (BCC policies, Records, SEFA, Audits) ☐ No

25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment? Please provide documentation to support an affirmative answer.

☒ Yes (BCC policies, Records, SEFA, Audits) ☐ No

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

☒ Yes (BCC policies, Records, SEFA, Audits) ☐ No

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

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

Signature: Billie Jo Underwood

Printed Name: Billie Jo Underwood


Title: Baldwin County Commission Chairman

Date: May 7, 2020

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: May 13, 2020
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Joey Nunnally (BCC); Seth Peterson (BCC); Cian Harrison (BCC); Ron Cink (BCC); Dan Dealy (DSD Services Group); Amy Hunter (ADCNR); Jennifer Robinson (ADCNR) and Robyn Cohron (ADCNR)
Additional Comments: Remote Site Visit
CONCLUSION: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Moderate <input type="checkbox"/> High
Is the amount of identified risk acceptable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Monitoring required: Annual Risk Assessment Updates Required

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

Signature: 

Printed Name: Amy Hunter

Title: Deepwater Horizon Restoration Coordinator

Date: May 13, 2020

Information and Instructions Regarding the Subrecipient Risk Assessment

Once a project has been selected for implementation, and prior to grant application development, DCNR will conduct a risk assessment to determine a subrecipient's ability to carry out the project and comply with Federal and State Statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. The risk assessment will be performed by DCNR grant and accounting staff. Subrecipient staff, including grant management and financial/accounting staff will participate.

1. Before risk assessment, ADCNR will send the risk assessment checklist to subrecipient. Subrecipient will complete the checklist and send it back, attaching documents that support the answers in the questionnaire. Subrecipient will also send copies of the 2 most recent audits.
2. ADCNR schedules a date for in person site visit.
3. DCNR accounting staff will meet on site with subrecipient grant management and accounting staff to review checklist, adequacy of policies and procedures and identify any additional items needed.
4. ADCNR will sign the risk assessment, and complete a cover letter providing detail on the results of the risk assessment and upload the documents to the granting agency.
 - a.
5. The results of the risk assessment will determine the relative level of subrecipient oversight and monitoring. This is subject to change as the project progresses.
6. The completion of the risk assessment is not a guarantee that subrecipient policies and procedures are adequate or complete as they relate to compliance with applicable federal regulations and guidelines.
7. A subrecipient only needs to complete one risk assessment per year to cover all projects.
8. Risk assessments will be updated annually.
 - a. On an annual basis, subrecipient will complete the risk assessment checklist, and include a cover letter identifying any information that has changed, including changes or updates to grant and/or financial management policies and procedures, provide copies any updates/changes. Subrecipient will also provide a copy of the most recent audit.

Remote Site Visit for Baldwin County Commission Risk Assessment – May 13, 2020

Attendees: Joey Nunnally (BCC); Seth Peterson (BCC); Cian Harrison (BCC); Ron Cink (BCC); Dan Dealy (DSD Services Group); Amy Hunter (ADCNR); Jennifer Robinson (ADCNR) and Robyn Cohron (ADCNR)

Questions

8.) When do you anticipate having the final report for the most recent audit?

Answer - Per 05-06-20 email - Dan - Per Ron Cink Financial Report should be ready in June / July

Robyn – When you receive this Financial Report please email it to me and I will upload to your file.

12.) Want to verify that expenditures in the GL are recorded in the same categories as the budget categories in the approved budget. How do you keep the funding work separate from the other work you are doing? If you have two sources of federal funding coming into the same project, can track them separately? Similarly, you will instruct your contractors to bill by task? Most difficult think is tracking each bill to each task. You have your tasks separated for your contractors?

Answer – BCC - We utilize Enterprise One financial system – Within the financial system we have the ability to set up funds that we track separately. Each fund is basically a company and we have two funds set up; one for State grants; one for Federal grants and we can set up one for the RESTORE grants. When we have a project i.e. GOMESA we set up a separate cost center to track cost associated with that project. We issue purchase orders attached to that fund and when the bills come in, they tie back to the cost center this is on contract labor. For force labor uses CIMS which is a project management data base. We set up a project for each individual and track all of the contractor and our personnel, material and labor and it is very versatile. We can run reports and make them meet your needs and this also tracks back into the cost center. If you ask on a project what we have spent so far, I can give you actual invoices and a cost layout and provide what the commitment is still outstanding on the invoice so you can track a percentage of completion as well. If you would like a sample report of both we can do that as well.

Robyn – That would be wonderful. If you will send a sample to me, I will upload it to your file.

Amy – That is what we need to know. My main concern is getting the projects going and getting work on the ground and getting you paid back. So, when you send us an invoice the most common thing, we get push back on is not having the invoices mimic the scope of work. i.e. Task 1 invoice would need detailed information for just Task 1 and keep them straight. It sounds very organized.

Answer - Typically, we do not do contracts or plans on lump sum and not units. So, we will breakdown the actual items for sand removal and pier construction will be done per linear foot. Our pay items will mimic the scope of work in units like that.

Amy – This tracking is important so we get everything and get you repaid as quickly as we can. That is always our goal. The other thing I say, if there is a certain deliverable say 10% or 30% make sure you give us copies of the deliverable so we can show it to our Federal granting agencies.

BCC Question - Are you processing payments to us through STAARS?

Answer - Amy – Yes, we process through STAARS and I assumed you were in there. So far that is the piece of invoicing that has been going very smoothly.

BCC - Question - Dan – Amy, just to verify – Baldwin County will not need to do another Risk Assessment; this one is sufficient for all of our projects?

Amy – Yes, this risk assessment takes care of each project Baldwin County has with us.

Amy – That wraps up the Risk Assessment questions. Thank you for providing such detailed information.

Amy – Moving on to other in general - We have the subaward out to Joey late Friday afternoon once we get that back we will get that worked out and signed and we will go from there and you will be ready for your RFQ and we do need to review the RFQ before it goes and I want to make sure you have all of the language is has been mostly the SBE and MBE that have held these up, when you get these ready if you will send it to us we will get that turned around as quickly as possible. In the drop box link one of the items is a procurement checklist so you can use that to make sure you have sent in all the required information.

Amy – In our January meeting I was going to offer informal office hours. I am going to set up a monthly call to be available to answer any questions you may have. With this current situation this has not moved as fast as I had planned but I am working on this.

Amy – I appreciate your time and patience and if we do not have any other questions?

No, everyone is good - thank you on this end.

1. DATE ISSUED MM/DD/YYYY
04/16/2020

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

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

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

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

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

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. [REDACTED]
Formerly

5. TYPE OF AWARD
Other

4a. FAIN [REDACTED] 5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 05/01/2020 Through 04/30/2022

7. BUDGET PERIOD MM/DD/YYYY
From 05/01/2020 Through 04/30/2022

8. TITLE OF PROJECT (OR PROGRAM)
State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

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

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

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. Chris Blankenship
118 N. Royal Street
Suite 603
Mobile, AL 36602

Electronically Signed 04/16/2020

10b. FEDERAL PROJECT OFFICER

Barbara Shumar
500 Poydras St
Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130-3319
Phone: 504-235-4965

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	4,189.00
b. Fringe Benefits	1,684.00
c. Total Personnel Costs	5,883.00
d. Equipment	0.00
e. Supplies	0.00
f. Travel	209.00
g. Construction	0.00
h. Other	0.00
i. Contractual	637,671.00
j. TOTAL DIRECT COSTS	643,763.00
k. INDIRECT COSTS	1,468.00
l. TOTAL APPROVED BUDGET	645,231.00
m. Federal Share	645,231.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	645,231.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	645,231.00
13. Total Federal Funds Awarded to Date for Project Period	645,231.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

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

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

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

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL 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)

AUTHORIZING OFFICIAL:

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

Electronically Signed 04/16/2020

17.OBJ CLASS	41.0006	18a. VENDOR CODE	929933405	18b. EIN	636000619	19. DUNS	929933405	20. CONG. DIST.	03
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
21. a.	SEP	b.	[REDACTED]	c.	SEP	d.	\$645,231.00	e.	
22. a.		b.		c.		d.		e.	
23. a.		b.		c.		d.		e.	

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources



1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/23/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/23/2020
- ☐ OTHER:

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 outcome reports through the Council's grants management platform (i.e., PIPER) or any successor system on an annual basis. The performance outcome report is due on April 30th 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 90 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. 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 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 program or a specific project, the Council retains an undivided equitable interest in project property, which is sometimes referred to as the "Federal interest". See 2 CFR § 200.41. When the estimated useful life of the project is over, the Federal interest is extinguished and the Federal Government will have no further interest in project property.

4. Pre-Construction Requirements

Federal funds for construction costs in the amount of \$399,460 shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

- 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, as specified in the award, and must be used only for authorized award purposes. All work will be performed on property owned by Baldwin County (subrecipient). Before solicitation of bids for construction, the recipient shall certify in writing to the Council Grants Office that that the subrecipient 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.
- B. **Engineering and design plans.** The recipient must provide to the Council Grants Office 100% design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specification must be 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 furnish evidence, satisfactory to the Council, that the recipient or subrecipient has received all Federal, state, and local permits and has complied with all applicable environmental laws necessary for construction, completion and operation of the Project.
- D. **Floodplain requirements.** If the property is located within the 100-year floodplain or other flooding risks have been identified, the recipient must furnish evidence, satisfactory to the Council, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:
 - i. **Floodplain Notice.** That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council's satisfaction.
 - ii. **Floodplain Protection.** Written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.
 - iii. **Flood Insurance.** In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the recipient has or will purchase and maintain, or as appropriate, will cause the subrecipient to have or purchase and maintain, flood insurance.
- E. **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.

5. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for project construction costs will not be drawn down by the recipient until final approval of construction. The recipient and subrecipient, if applicable, will schedule a final inspection when 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 (5%) 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.

6. 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 the grants management platform (i.e.,

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.

7. 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 closeout of the award.

8. 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.

Supplemental Construction Terms

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

SC-1. Acquisition of real property

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

SC-2. Insurance

In accordance with 2 CFR § 200.310, the recipient or subrecipient, as applicable, must, at a minimum, provide equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to 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 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.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$645,231.00	\$399,460.00		\$245,771.00	*

* Construction funding will not be released until requirements of SAC #4 are met.

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Final Report	7/29/2022

DESCRIPTION OF WORK TO BE PERFORMED
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PROJECT TITLE: State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

EGID: 118

FUNDING REQUESTED: \$645,231.00

ANTICIPATED START DATE: 5/1/2020

PROPOSED END DATE: 4/30/2022

PROJECT DESCRIPTION:

Project Summary

The Lillian Park Beach Habitat and Shoreline Protection Project's principal purpose is to improve the shoreline at Lillian Park that is currently experiencing impacts due to open, un-attenuated wave action, and to reduce overall maintenance costs due to rapid sand and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include creating a more stable and useable public beach, and to protect adjacent properties from beach erosion.

Bay shorelines are subject to a variety of impacts resulting from human development, loss of natural sand replenishment, and storm events. This section of bay shoreline has been significantly modified over time to facilitate greater public access to and enjoyment of the natural resources of the Perdido watershed and the Gulf of Mexico. Sand beach shoreline and associated littoral habitat are a preferred feature for public use, as well as the typically occurring habitat. Investments made for public use are being negatively impacted by abnormally high maintenance. Economic resilience for the area is impacted when the boat ramp is unusable due to excess sand deposits or un-attenuated wave conditions. Adjacent beach habitat to the ramp structures are being potentially impacted.

Roles and Responsibilities

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient – project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
Baldwin County	Sub-Recipient	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), construction contractor, coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to complete coastal processes study, environmental compliance, permitting and engineering and design	1. Contractor will review site conditions and prepare conceptual plan for shoreline restoration. 2. Contractor will prepare civil plan set based on finding of Coastal Process Study.

		3. Obtain all necessary construction and environmental permits. 4. Potential Construction Inspection services during construction.
Unknown	Construction contractor	Contractor will construct necessary improvements to restore shoreline and provide long-term stability.

Project Location



Project Period of Performance

Award plus 24 months

Supporting Information (Best Available Science)

Bay shorelines are subject to a variety of impacts resulting from human development, loss of natural sand replenishment, and storm events. This section of bay shoreline has been significantly modified over time to facilitate greater public access to and enjoyment of the natural resources of the Perdido watershed and the Gulf of Mexico. Sand beach shoreline and associated littoral habitat are a preferred feature for public use, as well as the typically occurring habitat. Investments made for public use are being negatively impacted by abnormally high maintenance. Economic resilience for the area is impacted when the boat ramp is unusable due to excess sand deposits or un-attenuated wave conditions. Adjacent beach habitat to the ramp structure are being potentially impacted. Completion of this project will provide restoration, protection, and conservation of the health, diversity, utility and resilience of coastal habitats by establishing a stable sand beach shoreline, improving public safety while mitigating wave energy contributions to beach erosion and habitat loss along Perdido Bay. The proposed improvements will restore a sand shoreline and increase the

resilience of the estuarine and marine habitat. Therefore, this project will be consistent with Gulf Coast Ecosystem Restoration Council's Comprehensive Plan Goals 1, 4, & 5, and the associated Federal Council Comprehensive Plan Objectives 1,3,4,5 & 6. Best Available Science is included throughout this narrative and references are included below. Discussion of methods and rationale, with citations, are provided throughout the narrative. References are included at the end of the project narrative document.

Additional literature around living shoreline implementation will be considered as engineering and design is undertaken (e.g. Myszewski and Alber, 2016; O'Donnell, 2017).

Project Deliverable(s)

1. Coastal Process Study
2. Engineered Plan Set
3. Environmental Permitting (All Federal, State and local permits)
4. 500 Linear Feet (0.09 miles) of stabilized sand beach shoreline habitat

Detailed Scope of Work

- A coastal Processes Study will be completed to ascertain coastal conditions that are impacting the shoreline and must be taken into account to develop design solutions. The information compiled will support the completion of engineering and design task.
- Completion of engineering and design for shoreline protection elements for approximately 500 linear feet of shoreline
- Completion of permitting and environmental compliance work for construction elements. This work will be concurrent with the engineering and design phase
- Completion of construction of approximately 500 linear feet of stabilized sand beach shoreline habitat through the implementation of hybrid headwall breakwater structures and pocket beaches.

The Lillian Park Beach Habitat Project's principal purpose is to reduce safety risks to the use of the public boat launch at Lillian Park resulting from open wave action, and to reduce overall maintenance costs due to rapid and excessive sand shoaling and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include stabilizing the shoreline habitat and protecting adjacent properties from beach erosion while creating a more stable and useable public beach. The range of possible solutions to meet these desired objectives include a variety of potential coastal engineering designs. However, local shoreline processes are not well understood. It will be necessary to conduct a "Coastal Processes Study" as the initial phase of this project. The Lillian Park Beach Habitat and Shoreline Protection Project includes three principal components: 1) development and conduct of a coastal processes study, 2) engineering and design based on the results of the study, and 3) construction of a shoreline restoration project at Lillian Park in Baldwin County.

The Coastal Processes Study will be designed and conducted to better understand the holistic, natural physical processes involved with this site and work with them as much as possible in the development of potential solutions to shoreline erosion, ramp shoaling, ramp safety, beach resilience and public use. This study will evaluate the wind-wave climate and the related potential longshore sand transport climate as well as provide an inspection of historic geomorphological indicators of transport direction. The result of this evaluation will be technical information required to select the most appropriate designs for shoreline resilience that are applicable to projects with multiple human use considerations in environs such as the Lillian project location. Proper design must come from an initial coastal processes study which defines the wave periods, directions, and shore transport processes. This study will also

address the likelihood and extent of any proposed engineering modifications to cause erosion of adjacent beaches at this site and provide recommended solutions to create a stable sand beach shoreline for long term public use. The Subrecipient, as overall Project Manager and property owner, may reserve the opportunity to use the entity providing the Coastal Processes Study during design, construction, and post-construction monitoring for consultation and expertise.

Once the Coastal Processes Study is complete, recommendations for design solutions will be presented. Decisions will be based on best application of solutions to the range of project objectives. The range of issues being faced determine the processes to be studied and creates a situation similar in complexity and scope to studies performed for Dauphin Island, Alabama (Douglass 1991). Beyond professional engineering practices & standards, this approach has been documented in scientific studies, recommended procedures, and policy guidance which specifically address local bay area conditions.

Completion of this project will provide restoration, protection, and conservation of the health, diversity, utility and resilience of coastal habitats by establishing a stable sand beach shoreline, improving public safety while mitigating wave energy contributions to beach erosion and habitat loss along Perdido Bay. The proposed improvements will restore a sand shoreline and increase the resilience of the estuarine and marine habitat. Therefore, this project will be consistent with Gulf Coast Ecosystem Restoration Council's Comprehensive Plan Goals 1, 4, & 5, and the associated Federal Council Comprehensive Plan Objectives 1,3,4,5 & 6.

The final project deliverable is the creation of 500 Linear Feet (0.09 miles) of stabilized sand beach shoreline habitat through the implementation of hybrid headwall breakwater structures and pocket beaches. The project concept as proposed was determined as the potentially preferred solution based on the successful demonstration of pocket beaches and headland breakwaters as an alternative on bay shorelines. It has been proven that shore structures can stabilize longer stretches of shoreline and the use of the pocket beach concept with headwall breakwaters create a more natural shoreline than attempting to establish shoreline controls using hardwall bulkheads or groins (Douglass and Pickel, 1999; NAS, 2007; Dixon 2010). The Baldwin County Parks Department will maintain the improvements at an anticipated annual recurring cost of \$15,000 per year. In this project, adjacent shorelines include potential bayshore uplands and wetland areas. Protecting these areas from shoreline erosion is a project objective. The use of a hybrid headwall breakwater is a recommended option for consideration under the Coastal Alabama policy guidance for living shorelines (Boyd 2012).

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2- Coastal Processes Study

The Coastal Processes Study will incorporate historical information and make direct observations to understand the local conditions and transport mechanisms which are contributing to costly maintenance issues from higher than anticipated sand deposits on the boat ramp and the loss / gain factors with adjacent shoreline beach habitats. Contractor will review site conditions and prepare conceptual plan for shoreline restoration. The results of the study will be used to inform the engineering and design, Task 3, below.

Timeline for Completion: Award + 6 months = September 30, 2020

Task 3- Engineering and Design, Environmental Compliance and Permitting

Contractor will prepare civil plan set based on finding of Coastal Process Study. Contractor may also provide Construction Inspection services during construction.

Timeline for Completion:

Engineered Plan Set – Delivery of Coastal Process Study + 3 months=January 6, 2021

Environmental Permitting – Delivery of Coastal Process Study + 3 months=January 6, 2021

Task 4- Construction

Baldwin County will procure a contractor to construct necessary improvements to restore shoreline and provide long-term stability. Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

The following are three major components of the construction of improvements:

- Installation of Retention Structures.
Estimate was based on completed construction of Rock Wall Sand Retention Structures in-place with geofabric underlayment: 400 LinFt, 102SqFt Cross Section, 6Ft height with 2:1 slope.
- Fill Material.
Estimate was based on approved Beach Sand Fill sourced and installed: 12,000SqFt at a typical depth of 5Ft.
- Construction of a wave energy reduction breakwater.
Estimate was based on a Timber Breakwater using wave energy reduction design:100 LinFt installed.

During the Coastal Process Study and Engineering and Design phases of this project, all available innovative and sustainable solutions will be analyzed for suitability and cost effectiveness.

The final project deliverable is the creation of 500 Linear Feet (0.09 miles) of stabilized sand beach shoreline habitat through the implementation of hybrid headwall breakwater structures and pocket beaches. The Baldwin County Parks Department will maintain the improvements at an anticipated annual recurring cost of \$15,000 per year.

Post construction, sub-recipients are expected to outline the as builts to document the shorelines created, as well as implement specific monitoring metrics, protocols, and procedures outlined by Baldwin County. The subrecipient has accepted responsibility for developing and implementing a shoreline position monitoring plan will be accomplished outside of this award. Implementation and strategy specifics will be determined during the drafting of the plan.

Timeline for Completion:

Completion of Shoreline Restoration Improvements – January 6, 2022

Coastal Process Study

Name of Contractor—TBD

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

Period of Performance—6 months

Scope of Work— Contractor will review site conditions and prepare conceptual plan for shoreline restoration.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

Engineered Plan Set

Name of Contractor—TBD

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

Period of Performance—3 months

Scope of Work— Contractor will prepare civil plan set based on finding of Coastal Process Study. Would most likely also provide Construction Inspection services during construction.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

Environmental Permitting

Name of Contractor—TBD

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

Period of Performance—3 months

Scope of Work— Contractor will obtain all necessary construction and environmental permits.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

Construct Improvements

Name of Contractor—TBD

Method of Selection—Sealed bid. Lowest qualified bidder will be awarded the contract.

Period of Performance—Completion of Engineered Plan Set and Permitting + 9 months

Scope of Work— Contractor will construct necessary improvements to restore shoreline and provide long-term stability.

Method of Accountability—Baldwin County staff will monitor contractor expenditures to ensure compliance with Federal guidelines.

For the Coastal Processes Study, Engineered Plan Set and Environmental Permitting contracts, it may be necessary to recognize the requirement to seek sole source procurement under 2 CFR 200.320(f) due to the matrix of project objectives and the unique experience and skills available from only one source. This sole source is Scott L. Douglass, PhD, P.E. – said procurement meeting both Baldwin County's written Procurement Policy and in compliance with 2 CFR 200.320(f).

Project Timeline

1. Coastal Process Study: April 1, 2020 – September 30, 2020
2. Engineered Plan Set: October 1, 2020 – January 6, 2021
3. Environmental Permitting: October 1, 2020 – January 6, 2021
4. Construction: January 7, 2021 – January 6, 2022

Possible Material Risks to Implement and Maintain the Proposed Activity

Risks to achieving and sustaining these objectives are answered to a high degree by the project's proposed hybrid design concepts. Local examples of this design concept that remain fully functional after many years and numerous hurricane events include, but are not limited to: The Marriott Grand Hotel, Point Clear, AL (in place for 10+ years), 6802 Shore Dr., Elberta, AL (in place ~10 years, Geo coord 30.3234, -87.5172), Hurlburt Field wetland mitigation project (Geo coord 30.4069, -86.6985).

Risks to achieving the objectives of reducing public safety and maintenance costs for the boat ramp are incurred by taking no action or by implementing designs which have not been assessed against an understanding of local coastal processes. Mitigating this risk is best achieved by conducting a well-designed, carefully controlled Coastal Processes Study as proposed, then applying the data and information from that study to the engineering design options which will best meet a long term solution.

Risk in achieving the objective of providing a stable and useful public beach is similarly carried in applying unproven or improper beach shoreline strategies that may attempt to create wave attenuation or habitat modification that is not natural to this location or to the local bayshore processes, and that will create a loss of sand beach and Bayshore littoral habitat. By conducting the Coastal Processes Study and then applying information from that study to the range of objectives through appropriate and creative design engineering solutions, this risk is mitigated.

The Coastal Processes Study and the Engineering & Design Process will evaluate innovative strategies and material and review best practices for shoreline resilience to prevent/mitigate risk.

- Techniques that maintain or improve ecosystem function and enhance coastal resilience will be used.
- Shoreline protection methods that avoid or minimize channel-ward encroachment into subtidal habitat.
- The softest approaches to shoreline stabilization feasible, based on site conditions, will be used.
- Regional and site-specific differences (such as wave energy, habitat type and geologic setting) in planning appropriate designs will be carefully considered.
- Early coordination with partners to discuss site characteristics, history of erosion and potential challenges for proposed approaches will continue.
- The best available regional and local shoreline science and practices will be used.
- Ecosystem services provided by a stabilization approach (such as erosion control and fish habitat) in the project design will be carefully considered.

Possible Operational Risks:

The Lillian Park Boat Ramp experiences ongoing sand and debris buildup such that its use is repeatedly compromised and County crews must clear it many times a month. The County has records of the

material removed, frequency of clearing, manpower required and down-time as the ramp is unusable to the public. Secondary issues include a failing wooden bulkhead providing no resilient shoreline or littoral habitat value and no reliable public beach value; and, a failed wooden breakwater which no longer protects boats, boaters and beachgoers from wave action as boats are being launched or recovered. Additional risk to all involved as mentioned is the potential for a boat to be out of positive control and become a wave-tossed danger to anyone aboard or nearby. Risks to achieving the objectives of improving public safety while reducing the costs of safety and ramp maintenance are incurred by taking no action, or by implementing designs which have not been assessed against an understanding of local coastal processes. Mitigating this risk is best achieved by conducting a well-designed, carefully controlled Coastal Processes Study as proposed, then applying the data and information from that study to the engineering design options which will best meet a long term solution. No comparison project with a mix of comparable ecosystem and economic objectives “with a boat ramp” has been researched or reviewed. That will be a component of the Coastal Processes Study.

Coastal Processes Study timeline risk: findings may support a far more extensive set of engineering solutions to achieve desired objectives which may impact projected project budget estimates and timelines, thereby creating a greater amount of time that public safety and maintenance cost issues are impacted. Environmental Permitting delayed or denied, again creating a greater amount of time that public safety and maintenance cost issues are impacted.

Operational Risks Mitigation: As early as possible during the Study Phase, assessment of potential findings will be coordinated with Baldwin County management staff and possible impacts to public safety and maintenance cost will be reviewed and operating procedures and policy for the facility may be modified.

Possible Ecological Risks:

No Action. Continued degradation of bay shoreline beach habitat and littoral habitat exposed to un-attenuated wave energy impacts in combination with the operating boat ramp structures.
Potential vulnerabilities during construction phase due to construction operations.

Ecological Risk Mitigation: Possible impacts to public safety and maintenance cost will be reviewed and operating procedures and policy for the facility may be modified. Construction phase impacts will be mitigated using Industry Standard Best Management Practices for Coastal Construction.

Possible Material Risks: Legal risks of incidents resulting from public use during conditions outside published safe operations limits. Legal risks of adjacent property litigating impacts from potential erosion impacts associated with degraded conditions from “No Action”. Budget impacts from Coastal Processes study findings; and/or environmental permit requirements.

Material Risk Mitigation: Mitigation strategies may include facility policy & operating procedural changes with physical barriers to public use and other options restricting access.

Legal risks of adjacent property litigation: Mitigation strategies will be determined by Counsel.

Budget impacts: Potential modification to RESTORE project budget, possible funding solutions from other sources, including but not limited to use fees and other grant opportunities.

Legal risk due to adverse short term and long term impacts to adjacent property has been evaluated and considered to be relatively low. The subrecipient assumes all responsibility for any legal expenses.

Leveraged Funds

There are no leveraged funds for this project.

Metrics

- PRM010 – Number of studies to inform management
- PRM013 – Number of compliance documents produced
- PRM011 – Number of E&D plans developed
- HR012 – Miles of living shoreline restored
- PRM005 – number of monitoring plans developed

Environmental Compliance

See attached RESTORE Act Environmental Compliance Checklist

Preliminary Opinion of Probable Cost

Project costs shown were developed based on past experience of projects with similar permitting, plan development, and work activities.

Documentation of Other Funding Sources

No other funding sources will be used for this project.

ESTIMATED USEFUL LIFE

Estimated Useful Life: 50 Years, see attached Estimate of Useful Life Letter

BEST AVAILABLE SCIENCE-Literature Citations	
Douglass, S.L. 1991. "Summary of Existing Coastal Engineering Data for Dauphin Island, Alabama". College of Engineering Report No. 91-1, 1991 http://www.sam.usace.army.mil/Portals/46/Users/219/67/2267/1991%20January%20RPT%20Summary%20of%20Existing%20Coastal%20Engineering%20Data.pdf?ver=2017-10-16-155259-710	
Douglass, S.L. and Pickel, 1999. "The Tide Doesn't Go Out Anymore- The Effect of Bulkheads on Urban Bay Shorelines." Shore and Beach Journal. Vol. 67, No 2&3, April and July, pp 19-25. http://www.mobilebaynep.com/images/uploads/library/Effect_of_Bulkheads_on_Urban_Shorelines.pdf	
The National Academies Press (NAS). 2007. "Mitigating Shore Erosion Along Sheltered Coasts. Chapter 3: "Methods for Addressing Erosion". https://www.nap.edu/read/11764/chapter/5#64	
Dixon, C.R. 2010. "The Functional Design of Breakwaters for Wetlands", , Dept. of Civil Engineering, university of South Alabama, Mobile, AL, 2010, https://www.estuaries.org/pdf/2010posters/reid.pdf	
Boyd, C.A. 2010. "Coastal Alabama Living Shorelines Policies, Rules and Model Ordinance Manual. Mississippi State University Coastal Research and Extension Center. http://masglp.olemiss.edu/Advisory/livingshorelines/Coastal-Alabama-Living-Shorelines-Policies-Manual.pdf	
Myszewski, M., Alber, M. 2016. Living Shorelines in the SouthEast: Research and Data Gaps. Report prepared for the Governor's South Atlantic Alliance by the Georgia Coastal Research Council, University of Georgia, Athens, GA, 35 pp.	
O'Donnell, J.E.D. 2017. Living shorelines: a review of literature relevant to New England Coasts. Journal of Coastal Research, 33(2) 435-451.	

BUDGET NARRATIVE

State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection

1.0 Summary and Justification

- Funding in the amount of \$645,231 is being requested. The amount is an estimate based on previous projects with similar scopes of work.
- This project includes the completion of a coastal processes study, engineering and design and construction of shoreline protection elements at Lillian Park Beach. The Lillian Park Beach Habitat Project's principal purpose is to improve the shoreline at Lillian Park that is currently experiencing impacts due to open, un-attenuated wave action, and to reduce overall maintenance costs due to rapid sand and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include creating a more stable and useable public beach, and to protect adjacent properties from beach erosion.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED	\$645,231
<i>Total Pre-Award Funds Requested</i>	<i>\$0</i>
<i>Total Direct Costs Requested</i>	<i>\$643,763</i>
<i>Total Allowable Indirect Costs Requested</i>	<i>\$1,468</i>
<i>Total Program Income Anticipated</i>	<i>\$0</i>

2.0 Pre-Award Costs

Although some ADCNR personnel time was spent preparing the grant proposal, no pre-award costs are being requested.

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

3.1 Personnel

The Alabama Gulf Coast Recovery Council Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for RESTORE Act funding. The ED 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 traced using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV 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.

The Biologist III/Grants Manager will assist in preparing draft proposals for Executive Director 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.

The Grants Coordination Officer (GCO) will provide support for RESTORE Act activities including, but not limited to, all federal grant compliance requirements and subrecipient monitoring. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

The Administrative Assistant will provide general office support for the Executive Director and Biologist III/Grants Manager 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	Unit	% Time (devoted to project)	Total	Pre-Award Costs?
AGCRC Executive Director	Coordinating & implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	Per year for 2 years	0.5%	\$1,059	<input type="checkbox"/>
DWH Restoration Coordinator/Bio IV	Coordinating & supporting all staff in submission of RESTORE Act grants	\$97,696	Per year for 2 years	0.5%	\$977	<input type="checkbox"/>
Bio-III / Grants Manager	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	Per year for 2 years	1%	\$1,163	<input type="checkbox"/>
GCO	Provide general office support	\$62,530	Per year for 2 years	0.5%	\$625	
Admin. Asst	Provide general office support	\$36,492	Per year for 2 years	0.5%	\$365	<input type="checkbox"/>

TOTAL PERSONNEL: \$4,189

3.2 Fringe Benefits

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

Position (s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
AGCRC Executive Director	\$1,059	32.7	\$346	<input type="checkbox"/>
DWH Restoration Coordinator/Bio IV	\$977	34.4	\$336	<input type="checkbox"/>

Bio-III/ Grants Manager	\$1,163	41.7	\$485	<input type="checkbox"/>
GCO	\$625	51.8	\$324	
Admin. Asst.	\$365	55.6	\$203	<input type="checkbox"/>

TOTAL FRINGE BENEFITS: \$1,694

3.3 Travel

Biologist III will travel 4 times (approx. two trips per year) to the work site. Work site trip will be used to ensure scope of work if being followed and invoices reflect work completed.

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Lillian, AL	4	1	Mileage	\$0.58 per mile	\$208.80	<input type="checkbox"/>
							<input type="checkbox"/>

TOTAL TRAVEL: \$208.80

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

No supplies are expected to be required.

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The Baldwin County will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A sub-award agreement will be issued for \$621,460 to complete the scope of work. Prior to execution of a subaward, DCNR 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; 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. DCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

The Lillian Park Beach Habitat Project's principal purpose is to reduce safety risks to the use of the public boat launch at Lillian Park resulting from open wave action, and to reduce overall maintenance costs due to rapid and excessive sand shoaling and debris build up on the ramp itself due to unknown patterns of transport and deposit. Project objectives also include stabilizing the shoreline habitat and protecting adjacent properties from beach erosion while creating a more stable and useable public beach. The range of possible solutions to meet these desired objectives include a variety of potential coastal engineering designs. However, local shoreline processes are not well understood. It will be necessary to conduct a "Coastal Processes Study" as the initial phase of this project. The Lillian Park Beach Habitat and Shoreline Protection Project includes three principal components: 1) development and conduct of a coastal processes study, 2) engineering and design based on

the results of the study, and 3) construction of a shoreline restoration project at Lillian Park in Baldwin County.

Coastal Process Study

Name of Contractor: TBD

Method of Selection: RFP process or pre-qualified list of consultants in compliance with 2 CFR 200.318 - 200.326.

Period of Performance: September 30, 2020 – January 6, 2021

Scope of Work:

The Coastal Processes Study will be designed and conducted to better understand the holistic, natural physical processes involved with this site and work with them as much as possible in the development of potential solutions to shoreline erosion, ramp shoaling, ramp safety, beach resilience and public use. This study will evaluate the wind-wave climate and the related potential longshore sand transport climate as well as provide an inspection of historic geomorphological indicators of transport direction. The result of this evaluation will be technical information required to select the most appropriate designs for shoreline resilience that are applicable to projects with multiple human use considerations in environs such as the Lillian project location. Proper design must come from an initial coastal processes study which defines the wave periods, directions, and shore transport processes. This study will also address the likelihood and extent of any proposed engineering modifications to cause erosion of adjacent beaches at this site and provide recommended solutions to create a stable sand beach shoreline for long term public use. The Subrecipient, as overall Project Manager and property owner, may reserve the opportunity to use the entity providing the Coastal Processes Study during design, construction, and post-construction monitoring for consultation and expertise.

The contractor will review site conditions and prepare conceptual plan for shoreline restoration by researching historical information and making direct observations to understand the local conditions and transport mechanisms which are contributing to costly maintenance issues from higher than anticipated sand deposits on the boat ramp and the loss / gain factors with adjacent shoreline beach habitats. Work will include the collection of low-cost, visual wave climate data; investigation of historic shoreline change data through air photos and historic charts; and, documentation of recent and future beach erosion trends with air photos and beach surveying. The range of issues being faced will determine the processes to be studied and creates a situation similar in complexity and scope to studies performed for Dauphin Island, Alabama (*"Coastal Processes of Dauphin Island, Alabama"*, Scott L. Douglass, PhD., P.E. College of Engineering Report No. 92-1, 1992.) The range of issues with this site also carries the need for careful selection of analysis methods such as promulgated for flood hazard analysis by FEMA. (*"Guidelines and Specifications for Flood Hazard Mapping Partners [November 2004], D.4.2 Study Methodology: <https://www.fema.gov/media-library-data/840f98e4cb236997e2bc6771f04c9dcb/Study+Methodology+-+Chapter-Section+Number+-+D.4.2.pdf>).* Consultant may also be retained for consultation during preparation of Engineered Plan Set

Method of Accountability:

Following selection of a qualified professional consultant, Baldwin County staff and consultant will develop a schedule of activities and deliverables. Baldwin County staff will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Architectural and Engineering Services will include a Coastal Processes Study, Engineered Plan Set, Environmental Permitting.

Coastal Processes Study: \$66,000

Cost budget for this study is based on studies of similar scope and scale performed for private projects located in the Mobile and Perdido Bay areas.

Upon professional consultant selection, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on standard hourly rates for personnel, specialized equipment fees, allowable expenses, etc.

Engineered Plan Set

Name of Contractor: TBD

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

Period of Performance: 3 months following completion of Coastal Processes Study

Scope of Work: Using best professional industry standards of engineering, Consultant will conduct field activities, design engineering and CADD efforts necessary and prudent to prepare construction documents civil plan set based on findings of Coastal Process Study.

Method of Accountability:

Following selection of a qualified professional consultant, Baldwin County staff and consultant will develop a schedule of activities and deliverables. Baldwin County staff will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Engineered Plan Set: \$144,000

Cost Budget is based on concepts of shoreline protection that may be applied to this project, using Baldwin County staff experience with projects having similar scope and scale of design effort to produce construction documents. This may include marine projects as well as other land-based and riverine projects. Upon professional consultant selection, a fee schedule will be negotiated and agreed upon by both parties. Contract fees may be based on standard hourly rates for personnel, specialized equipment fees, allowable expenses, etc.; or, according to standard industry practices contract fees may be based on the design review and deliverables schedule at 35%, 65%, 90% and 100% Construction Documents.

Environmental Permitting

Name of Contractor: TBD

Method of Selection: RFP process or pre-qualified list of consultants in compliance with 200.318 - 200.326.

Period of Performance: 3 months following completion of Engineered Plan Set

Scope of Work:

Using information from the Coastal Processes Study and Engineering Plan Set efforts, Contractor will follow all required procedures for, and document development to, obtain all necessary environmental permits.

Method of Accountability:

Following selection of a qualified professional consultant, Baldwin County staff and consultant will develop a schedule of activities and deliverables. Baldwin County staff will monitor consultant expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Environmental Permitting: \$12,000

Budget is based on Baldwin County staff estimates of level of effort necessary to accomplish permitting activities for a project of this scope and scale.

Upon professional consultant selection, a fee schedule will be negotiated and agreed upon by both parties. Contract fees may be based on standard hourly rates for personnel, specialized equipment fees, allowable expenses, etc.; or, according to standard industry practices contract fees may be based a Lump Sum fee apportioned on permit development, application, negotiation and approval.

Construct Improvements: \$399,460

Name of Contractor: TBD

Method of Selection: Sealed bid solicited for, received, and reviewed in accordance with Federal and State of Alabama standard Construction Bid Practices. Lowest qualified responsive and responsible bidder will be awarded the contract.

Period of Performance: Completion of Engineered Plan Set and Permitting plus 12 months

Scope of Work:

Contractor will construct necessary improvements to restore and shoreline and provide long-term stability. This may include site preparation, mobilization, setting survey controls, demolitions, construction, post-construction clean-up, and de-mobilization. Contractor will provide for all necessary insurances and warrants as required for Federal and State Work to be performed for a project of this scope, scale, and location.

Method of Accountability:

Following acceptance of the lowest qualified bid by a responsive and responsible bidder, Baldwin County staff and Contractor will develop a schedule of activities, deliverables, performance schedule for pay requests, and all standard and necessary elements for a construction project of this scope, scale and location. Baldwin County staff, with possible consulting support of the consultants from the Coastal Processes Study, Engineering Design, and Environmental Permitting project elements, will establish a construction inspection program appropriate to monitor Contractor performance and provide reports as required and needed to State and Federal agencies.

Baldwin County staff will monitor Contractor expenditures to ensure compliance with Federal guidelines and report to the funding agencies through regular progress reports and payment requests.

Cost Budget is based on concepts of shoreline protection that may be applied to this project, using Baldwin County staff experience with projects having similar scope and scale of construction effort. This may include marine projects as well as other land-based and riverine projects. Upon Bid Award, a contract will be negotiated and agreed upon by both parties using standard construction contract instruments with added exhibits per Federal requirements associated with Federal Funding support.

The following are three major components of the construction of improvements:

- Labor, Material and Insurance for Retention Structures – estimate \$300,000.
Estimate was based on completed construction of Rock Wall Sand Retention Structures in-place with geofabric underlayment: 400 LinFt, 102SqFt Cross Section, 6Ft height with 2:1 slope.
- Labor, Material and Insurance for Fill Material – estimate \$55,000.
Estimate was based on approved Beach Sand Fill sourced and installed: 12,000SqFt at a typical depth of 5Ft.
- Labor, Material and Insurance for construction of a wave energy reduction breakwater - \$20,000.
Estimate was based on a Timber Breakwater using wave energy reduction design: 100 LinFt installed.
- Construction Contingency - \$24,460

During the Coastal Process Study and Engineering and Design phases of this project, all available innovative and sustainable solutions will be analyzed for suitability and cost effectiveness.

Indirect Costs

Not applicable. Baldwin County will not be seeking reimbursement for indirect costs.

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 \$16,211.16 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

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

Organization	Description	Amount	Pre-Award Costs?
<i>Volkert & Associates Inc</i>	<i>Contracted Technical Support</i>	<i>\$16,211.16</i>	<input type="checkbox"/>
			<input type="checkbox"/>

TOTAL CONTRACTUAL: \$16,211.16

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

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Base rate is for total direct costs, less capital expenditures and passthrough fund. Most current rate as negotiated with the US Department of the Interior is 24.09%.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$1,468

TOTAL OF INDIRECT COSTS \$1,468

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$5,883.00
Personnel	\$4,189.00
Fringe Benefits	\$1,694.00
Travel	\$209.00
Travel	\$209.00
Project Oversight	\$209.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Supplies	\$0.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$637,671.00
Subrecipient	\$621,460.00
Baldwin County	\$621,460.00
Contractor	\$16,211.00
Volkert & Associates Inc	\$16,211.00
Total Direct Costs	\$643,763.00
Indirect Charges	\$1,468.00
Indirect Charges	\$1,468.00
Base rate is for total direct costs, less capital expenditures and passthrough fund. Most current rate as negotiated with the US Department of the Interior is 24.09%. 9/30/2018 Fixed	\$1,468.00
Total Indirect Costs	\$1,468.00
Total GCERC Costs	\$645,231.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$645,231.00
Income	\$0.00
Project (program) income	\$0.00

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
1	Project Oversight and Grants Management	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services, and close out that covers the entire grant period.	05/01/2019	04/30/2022	\$18,771.00	Yes
2	Planning	Review site conditions and prepare final Coastal Process Study to provide conceptual design for shoreline restoration.	05/01/2020	10/30/2020	\$66,000.00	Yes
3	Engineering and Design	Prepare 100% design civil plan set based on finding of Coastal Process Study. The design will include a monitoring plan.	11/01/2020	02/28/2021	\$144,000.00	Yes
4	Environmental Compliance	Obtain all necessary permits	11/01/2020	02/28/2021	\$12,000.00	Yes
5	Construction	Construct necessary improvements to restore approximately 500 linear feet of shoreline and provide long-term stability.	02/01/2021	04/30/2022	\$404,460.00	Yes

APPROVED METRICS

Template Name:	Habitat Restoration
Metric Name:	HR012 - Living shoreline restoration - Miles restored

Baseline	0.00
Current	0.00
Completion	0.09

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM005 - Monitoring - # monitoring programs - plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM011 - Restoration planning/design/permitting - # E&D plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM013 - Restoration planning/design/permitting - # environmental compliance documents completed

Baseline	0.00
Current	0.00
Completion	3.00

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

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

Name of Organization: Baldwin County Commission

DUNS Number:

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

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

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

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

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

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 06-15-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number:

Federal Award Number:

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: [REDACTED]

ENTITY [REDACTED] BALDWIN, COUNTY OF

Status: Active

DUNS: [REDACTED] +4: CAGE Code: [REDACTED] DoDAAC:

Expiration Date: 03/23/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 312 COURTHOUSE SQUARE STE
11

City: BAY MINETTE

State/Province: ALABAMA

ZIP Code: 36507-4809

Country: UNITED STATES

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

Effective Date of Agreement: 5/1/2020

Award Description/Title: _____

Entity Completing Form: Baldwin County Commission

Entity's DUNS Number: [REDACTED] <http://fedgov.dnb.com/webform>

Address: 312 Courthouse Square

City, State, Zip+4: Bay Minette, AL 36507

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

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

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

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

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

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

Adria Cian Harrison
Signature

Chief/Secs.
Title

06/16/2020
Date

Adria Cian Harrison

Typed Name of Signature

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

Effective Date of Agreement: _____

Award Description/Title: _____

Entity Completing Form: Baldwin County Commission

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

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

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

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

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

Adria Cian Harrison
Signature

Chief/Exec.
Title

06/16/2020
Date

Adria Cian Harrison

Typed Name of Signature

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

Name of Organization: Baldwin County Commission

DUNS Number:

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

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FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 06-15-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number:

Federal Award Number:

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: [REDACTED]

ENTITY [REDACTED] BALDWIN, COUNTY OF

Status: Active

DUNS: [REDACTED] +4: CAGE Code: [REDACTED] DoDAAC:

Expiration Date: 03/23/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 312 COURTHOUSE SQUARE STE
11

City: BAY MINETTE

State/Province: ALABAMA

ZIP Code: 36507-4809

Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: [REDACTED]

ENTITY [REDACTED]	BALDWIN, COUNTY OF	Status: Active
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DUNS: [REDACTED]	+4:	CAGE Code: [REDACTED]	DoDAAC:
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Expiration Date: 03/23/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 312 COURTHOUSE SQUARE STE 11
--

City: BAY MINETTE

State/Province: ALABAMA

ZIP Code: 36507-4809

Country: UNITED STATES

EXHIBIT F: SUBAWARD GRANT AGREEMENT (AMENDMENT)

**Alabama Department of Conservation and Natural Resources
Award Funding Transfer Request**

This checklist is to be used primarily when a sub-recipient needs to move funds from a previously approved task/phase to another previously approved task/phase within a grant's original Scope of Work. Topics 1 and 2 serve as a template of the minimum documentation required when submitting a request to the Recipient. For the Reviewer, topics 1 through 3 serve as a check to verify minimum requirements have been met and is therefore eligible to be recommended to the Approval Authority. In the process of review, place initials in the blank space to confirm examination of each step.

Project Name: Lillian Park Beach Habitat and Shoreline Protection

Federal Award Number: XXXXXXXXXX

Summary of Request: Request a Transfer of Funding Between Approved Cost Categories

Date of Request: December 15, 2020

1. Sub-recipient submits, in writing, a formal request to transfer funding between tasks/phases described in the federally approved scope of work.
 - a. XX Identifies the scope/objective that requires a change in funding
 - b. XX Details current budget for the scope/objective
 - c. XX Provides justification for change in cost
 - d. XX Presents new costs based on change in need/conditions
 - e. XX Proposes which task/phase funding would come from
 - f. XX Assesses impacts & determines if project can be completed as described in the federally approved scope of work

2. Does the request require the addition of a task/phase/scope?
 - a. Yes. Additional requirements must be met
 - b. XX No. Decision Authority is local

3. Does the request require moving funds between cost categories (e.g. salary, fringe, travel, equipment, supplies, contractual, construction, other)?
 - a. XX Yes. If yes, were costs originally budgeted for the cost category for which additional funds are needed? XX
 - b. No.

4. Does the request exceed the 10% threshold requiring federal oversight?
 - a. Yes. Additional requirements must be met
 - b. XX No. Decision Authority is local

5. Reviewer Recommendation

- a. SEM Recommends Approval
b. _____ Recommends Rejection
c. _____ Recommends Revision and Resubmission

6. Approval Authority

- a. AEH Accepts Reviewer's Recommendation
b. _____ Rejects Reviewer's Recommendation

Signature: 

Date: 12.18.2020

Name: Amy E. Hunter

Title: ADCNR DWH Restoration Coordinator



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

December 15, 2020

Dr. Amy Hunter, Ph.D.
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 5 Rivers Boulevard
Spanish Fort, Alabama 36527

Dear Dr. Hunter:

Re: State Expenditure Plan #11: Lillian Park Beach Habitat and Shoreline Protection
FAIN: [REDACTED]
DUNS#: [REDACTED]

Please accept this letter as Baldwin County's formal request to transfer funds from the Construction Phase to the Coastal Process Study for the above-mentioned project. Currently \$66,000.00 is budgeted for the Coastal Process Study. Neel-Schaffer, Inc. was selected through the RFQ process and has been in negotiations with Baldwin County for a scope and fee. Due to the impacts of multiple hurricanes across the Gulf Coast, the demand for coastal engineering has increased as well as the fees. Neel-Schaffer, Inc. has submitted a fee proposal of \$116,614.00. Baldwin County is requesting an administrative budget change to move \$51,000.00 from the Construction Phase of the project to the Coastal Processes Study Phase.

Baldwin County intends to complete the project with the remaining funds allotted as all available innovative and sustainable solutions will be analyzed for suitability and cost effectiveness. In the event that the Construction Phase funds are not sufficient to cover the actual construction cost, Baldwin County will seek additional funds at that time to cover overruns. Thank you for your assistance with this project.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/jn/sp/sa

cc: Joey Nunnally, P.E., County Engineer
File(2)

EXHIBIT G: BALDWIN COUNTY AFFIRMATIVE STATEMENT



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

*JOEY NUNNALLY, P.E.
COUNTY ENGINEER*

February 12, 2021

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

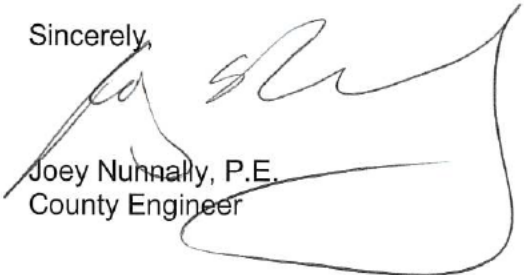
Dear Mr. Blankenship,

Re: SEP #11 – Lillian Park Beach Habitat & Shoreline Protection (Grant # [REDACTED])

Baldwin County affirms that the selected contractor **did not** assist in the development of the draft specifications, requirements, statement of work, or request of proposal for the above referenced project.

Thank you for all of your assistance with this project and if you need any additional information, please let me know.

Sincerely,


Joey Nunnally, P.E.
County Engineer

JN/SP/sa
cc: Dr. Amy Hunter
File(2)

EXHIBIT H: APPENDIX II TO 2 CFR 200

LII > Electronic Code of Federal Regulations (e-CFR) > Title 2 - Grants and Agreements
> Subtitle A - Office of Management and Budget Guidance for Grants and Agreements
> CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE
> PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND
AUDIT REQUIREMENTS FOR FEDERAL AWARDS
> Subpart F - Audit Requirements
> **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

CFR Table of Popular Names

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]