



CITY OF FAIRHOPE REQUEST FOR QUALIFICATIONS

SEALED PROPOSALS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at 555 South Section St. Fairhope, Alabama, until 10:00 A.M. Tuesday, October 1, 2024, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

RFQ No. PS24-034

Professional Engineering, Survey, and Graphical Information System (GIS) Services

City of Fairhope

Fairhope Area Storm Water Mapping & Resiliency Planning

City of Fairhope Project No. 2025-PWI 003

The City of Fairhope is soliciting statements of interest from qualified firms to provide professional engineering, surveying, and graphical information system (GIS) services for a Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2010 ("RESTORE Act") Grant Funded Capital Improvement Project involving the inventorying, documenting, mapping, and graphical databasing of the City of Fairhope's Municipal Separate Storm Sewer System (MS4).

Request for Qualifications documents will be posted on the City of Fairhope Website: www.FairhopeAL.gov or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Thursday, September 19, 2024, at 11:00 A.M. or will be forever waived.

There will be a non-mandatory pre-bid meeting on Tuesday, September 17, 2024 at 10:00 am at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, AL.

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT documents in this regard. The **CITY** also encourages and supports the utilization of Minority and Woman-Owned Business Enterprises on this and all public bids. All procurement actions will be conducted in a manner consistent with the Federal Award, RESTORE Act STC, and all applicable federal, state and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements. "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 676 (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)."

The City of Fairhope is committed to complying with 2 CFR 200.321. The City requires the bidders to comply with and provide documentation of compliance with 2 CFR 200.321 if involving subcontractors.

The bidder must include the Company's UEI number in the proposal. The bidder must include evidence of the Company's active registration with the System for Award Management (SAM). SAM registration is required for business to contract with the federal government, and for confirmation of debarment/suspension status. Registration can be obtained through www.sam.gov. A contract award will not be made to parties listed on the governmentwide Excluded Parties Lit System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension."

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Awarded Vendor must submit to the City Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage. See bid packet for details.

No proposals will be considered unless the Professional Services Firm, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama, including, where applicable, possessing a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, Section 34, and further, certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the City. Furthermore, the Professional Services firm will meet all current licensing and certifications necessary to perform the scope of work. In addition, the awarded vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, <https://www.sos.alabama.gov/business-entities/foreign-corporations>.



REQUEST FOR QUALIFICATIONS
RFQ NO. PS24-034
PROFESSIONAL ENGINEERING, SURVEY, AND
GRAPHICAL INFORMATION SYSTEM (GIS) SERVICES

CITY OF FAIRHOPE
FAIRHOPE AREA STORM WATER MAPPING &
RESILIANCY PLANNING

CITY OF FAIRHOPE PROJECT NO. 2025-PWI 003

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

RFQ No. PS24-034
Request for Qualifications
Professional Engineering, Survey, and Graphical Information System (GIS) Services

City of Fairhope
Fairhope Area Storm Water Mapping & Resiliency Planning
City of Fairhope Project No. 2025-PWI 003

1.0 INTRODUCTION:

The City of Fairhope is soliciting statements of interest from qualified firms to provide professional engineering, surveying, and graphical information system (GIS) services for a Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2010 (“RESTORE Act”) Grant Funded Capital Improvement Project involving the inventorying, documenting, mapping, and graphical databasing of the City of Fairhope’s Municipal Separate Storm Sewer System (MS4).

2.0 DESCRIPTION OF PROJECT:

This project will be implemented by the City of Fairhope pursuant to the Subaward Agreement for Grant Number GNSSP20AL0002-01-00 between the Alabama Department of Conservation and Natural Resources (ADCNR) and the City of Fairhope. The project performance period per the Subaward Agreement currently commences on March 12, 2024 and ends on December 21, 2028. All work on this contract must be completed at a minimum of two (2) months before the end of the performance period. The major outcome of this project is the development of a comprehensive GIS digital inventory of existing storm water infrastructure features which convey flow into Mobile Bay and associated tributaries. Completion of these activities will result in generation of a comprehensive GIS map database, provide data facilitating further studies and watershed modeling, and provide a clearer understanding of the physical dynamics of the City’s Municipal Separate Storm Sewer System (MS4). This Project has three (3) components/deliverables (shown with their respective percentage of the contract):

I.	Mapping (Data Collection and Data Processing)	80%
II.	Repetitive Flood Loss (Assessment)	5%
III.	Storm Water Management BMP Manual (Update)	15%

3.0 SCOPE OF WORK AND DELIVERABLES:

The Scope of Work is anticipated to include, but not be limited to, the following tasks:

1. Review existing City GIS/GPS database(s) for incorporation in mapping deliverables.
2. Working with City GIS Supervisor to establish protocols for field collection, data management, and mapping standards.
3. Work with the City to develop a mapping prioritization schedule based on watersheds, available budget, and infrastructure age and condition.
4. Per the established schedule – Data collection throughout the City’s storm water features including: inlets, manholes, cleanouts, major outfalls and connected pipes.
5. Utilize RTK GPS surveying and conventional surveying techniques to garner horizontal accuracy of $\pm 0.1'$ and vertical accuracy of $\pm 0.2'$.
6. Note: Debris removal is not within the scope of work. However, reporting, scheduling and coordination with City Public Works Staff to clear debris is within the Consultant’s scope.
7. Review “Attachment A” for area watershed map and potential feature quantities.
8. Regulatory compliance and correspondence.
9. Working with the City’s Floodplain Manager to assess and describe properties within the City of Fairhope that are subject to repetitive flood loss. Once those properties are identified, the Consultant will develop a strategy to address and remedy prospective losses.
10. Building on information and strategies developed within this project and working with all involved City Departments, revise and update the City of Fairhope’s Stormwater Management Plan.

11. Participate with the City in responding to the Gulf Coast Restoration Council and ADCNR requirements and inquiries.
12. Identify project design needs and requirements. Identify project impacts to the neighboring areas (short and long term).
13. Assist the City with coordinating communications regarding program activities, as deemed appropriate and as directed by the City, with stakeholders, respective organizations, and government agencies regarding compliance, project implementation monitoring, and adaptive management.
14. Assist the City with development, coordination, and implementation of meaningful and broad-based public engagement and outreach efforts.

4.0 QUALIFICATIONS:

The level and scope of services to be provided by the consultant will be determined by the City of Fairhope. A deliverable-based fee schedule will be negotiated post selection. Professional engineering, surveying, and graphical information system (GIS) services for all stages of the project are required. Examples of services which the firm must be prepared and qualified to provide shall include but not be limited to the following: the preparation of all Scope of Work and Deliverables as outlined above. The Professional Engineering Firm shall provide the necessary Professional Land Surveying (PLS), Professional Engineering (PE), and qualified consultant (in house or subcontracted) in graphical information system (GIS) services.

Minimum Qualifications for professional engineering, surveying, and graphical information system (GIS) services:

1. Respondent must be a full-service Professional Engineering firm (with access to Land Survey, Professional Engineering, and graphical information system (GIS) services) maintaining a main or divisional office within the Gulf Coastal Region of Alabama, Florida, or Mississippi.
2. Respondent must hold appropriate Licenses and/or Certifications from the Alabama Board of Licensure for Professional Engineers and Land Surveyor.
3. Respondent must meet the City's minimum insurance coverage requirements.
4. Respondent must have expertise and experience in Municipal Separate Storm Sewer System (MS4) design, function, and maintenance.
5. Respondent must have municipal experience in Baldwin or Mobile Counties, Alabama in Survey, Design, Mapping, and etc. projects involving Federally Funded Grant Projects.

Automatic Disqualifier: No Professional Engineering Firm will be considered for qualification by the City if currently in litigation with the City of Fairhope. No reconsideration will be made by the City until twelve (12) months have passed from the time of an agreeable resolution of the litigation.

The City of Fairhope is an Equal Opportunity Employer. All minority business enterprises (MBE) and disadvantaged business enterprises (DBE) are encouraged to submit an RFQ proposal.

Minimum Code of Alabama Requirements (current Code of Alabama available at <https://alison.legislature.state.al.us/code-of-alabama>) :

§41-16-72(8) and (9) of the Code of Alabama: Recognizing the composition of Alabama's citizenship, the Awarding Authority/Owner encourages submissions from design professionals that represent Alabama firms with diversity in their staffing and proposed project team, including but not limited to, associated design professionals and consultants.

§41-16-82 of the Code of Alabama requires a disclosure statement to be completed and filed with all qualifications, proposals, bids, contracts, or grant proposals submitted to the State of Alabama in excess of \$5,000.00.

§31-13-1, et seq. of the Code of Alabama (Alabama Immigration Law) imposes conditions on the award of state contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama

Taxpayer and Citizen Protection Act. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

§41-16-5 of the Code of Alabama imposes conditions on the award of state contracts. The firm must certify 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 this state can enjoy open trade.

5.0 QUALIFICATION PROPOSAL DETAILS:

To be considered, proposals must be submitted to the City of Fairhope no later than 10:00 a.m. on Tuesday, October 01, 2024. Proposals may be hand delivered to Ms. Erin Wolde, Purchasing Manager, City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 or mailed to P.O. Drawer 429, Fairhope, AL 36533. All proposals must be sealed and marked on the outside of the envelope: "RFQ PS24-034 Professional Engineering, Survey, and Graphical Information System (GIS) Services" – Attention: Purchasing.

No facsimiles or emailed proposals will be accepted. Respondent must provide one (1) original copy, five (5) identical paper copies, and one (1) identical pdf copy on a USB flash drive in the submittal.

Those desiring consideration shall submit proposals by the time and date above. All applicants shall submit their qualifications, describe approach to be taken in addressing the scope, include experience with Federally funded projects, resources and availability, understanding of the scope of services, and previous experience with similar projects. **DO NOT INCLUDE ANY PROPOSED FEES, FEE SCHEDULES, OR CONTRACT AMOUNT.**

6.0 STATEMENT CONTENTS:

The Statement of Qualifications shall be no more than fifteen (15) 8.5" x 11" pages, inclusive of the cover letter, minimum qualifications, and responses in the order presented below. Statements shall be a straightforward delineation of the Respondent's capability to satisfy the intent and requirements of this RFQ and should not contain redundancies or conflicting statements. An officer (principal) authorized to make a binding commitment for the Respondent making the statement shall sign the Statement Cover Letter.

Contents of the submitted statements must include the following to be deemed responsive for evaluation:

1. Cover Letter

The Statement of Interest must include a cover letter accompanying the Statement and acknowledging receipt of any issued amendments to the RFQ. The letter should be addressed to:

**Erin Wolfe
Purchasing Manager
City of Fairhope
555 South Section Street
Fairhope, AL 36532**

- a. The cover letter should indicate a primary contact for the Statement and that person's title, address, phone number, email address, and the DUNS number for the firm. The letter should introduce the Respondent's project team. The Project Team is defined as the lead plus any key team members who are critical for consideration by the evaluation team and include relevant professional certifications for each.
- b. The letter should include a general statement of prior relevant experience and proposed approach for this project.
- c. The letter should include a statement that the Project Team is adequately staffed and will execute the Project in a timely manner.

- d. The letter should include the following documents (attached to RFQ Document) or information:
 - Drug-Free Workplace Affidavit
 - Anti-Collusion Affidavit
 - Anti-Lobbying Affidavit
 - Immigration Law Compliance
 - Proof of Alabama Immigration Act Compliance
 - Certifications and Representations (Contract Funds)
 - Proof of Federal Government's SAM Registration Process

2. Conceptual Approach & Methodology

The Statement of Interest should provide a description of the methods that will be used to accomplish the following tasks:

- a. Planning, monitoring and data management.
- b. Grant documentation and adherence.
- c. A Subcontractor Listing Form will be required if subcontractors will be involved in the project.
- d. A proposed timeline shall be submitted to ensure work can be accomplished within the grant Period of Performance. *The project performance period per the Subaward Agreement currently commences on March 12, 2024 and ends on December 21, 2028. All work on this contract must be completed at a minimum of two (2) months before the end of the performance period.*
- e. Engagement of local community, City staff, stakeholders, and non-profits.

3. Experience and Background

Firms interested in performing the work will be considered based on a written response to the RFQ. All applicants must submit their qualifications and list any prior experience with projects similar in nature and scope to the above services being requested. The following information must be submitted in written form:

- a. Statement of Registration of the Firm.
- b. Statement of the names and duties of the individuals that will be involved in this project (when performing professional services) and their experience.
- c. Statement of qualifications of individuals who will perform professional work.
- d. Statement as to professional standing, including any pending controversies. If none exist, such a statement should be made.
- e. Statement of experience in the fields that the proposed services are requested and work of a similar nature of which the proposed staff for those services were team leads. Include a description of the work, the client for whom the work was performed, the location of the work, and dates of performance. Provide the proposed staff names and their specific experience.
- f. Statement of experience within the local jurisdiction, with local utility providers, and knowledge of local standards and specifications.
- g. Statement of experience with conducting community engagement and outreach for this type of project. Include specific examples of successful community engagement.
- h. Statement of availability and adequacy, in both number and quality of remaining staff, to perform all other functions needed for the proposed services.
- i. List of qualified personnel in other disciplines required for proposed services, both in-house and those to be acquired from outside sources and their experience.
- j. Statement as to whether or not the firm is operating on a sound fiscal basis.
- k. Statement of where the work will actually be performed.

4. Project Team/Level of Participation

The Statement of Interest shall provide the following information so that it can be clearly understood by the Evaluation Team and City personnel:

- a. Identify key Project Team members with responsibility for leading main project tasks, including the percentage of time each is expected to commit through the duration of the planning process.
- b. Minority and Women's Business Enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting

opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See C.F.R. §200.321. Identify key Project Team members that qualify as a Minority Owned and/or Women's Business Enterprise.

- c. In addition to identification of Minority Owned Businesses and/or Women Business Enterprises, also identify key Project Team members that qualify as a Certified Socially and Economic Disadvantaged Business (DBE) or labor surplus area firm, including the percentage of time each is expected to commit throughout the duration of the planning process.
- d. Include an organization chart of the Project Team, showing lines of communication, clearly defined roles, availability, and decision-making hierarchy.

7.0 EVALUATION AND SCORING:

Proposals received will be fully reviewed by an evaluation team and responses will be considered in the following categories:

- 1. Cover Letter/Comprehensive Project Team (5 points)**
 - a. Completeness of information on proposed Project Team.
 - b. Conciseness and ingenuity of the statement of approach.
 - c. Timeliness of approach.
- 2. Conceptual Approach & Methodology (20 points)**
 - a. Strategy for addressing, identifying, researching, and documenting sites.
 - b. Plan for preparing planning, monitoring, data management and documentation.
 - c. Demonstration of methods for communication and soliciting community engagement, comments, and suggestions during project development during project development.
 - d. Strategy for completing the work by October 15, 2028 (Two months prior to the end of the project performance period).
- 3. Experience and Background (65 points)**
 - a. Experience with design and administration within the City of Fairhope and local utilities, and their standard specifications.
 - b. Diversity of expertise of key team members.
 - c. Prior experience with GIS/GPS mapping.
 - d. Prior experience with Federally funded projects.
 - e. Demonstrated team experience in completing projects of the scale and complexity envisioned in the preliminary design through completion and assessment, on budget and on schedule.
 - f. Provision of at least two references from similar projects.
- 4. Project Team/Level of Participation (10 points)**
 - a. Roles, availability and time allocation of key Project Team members that are clearly defined and reasonable.
 - b. The level of participation and roles of any MBE, WBE, and Labor Surplus firms.
 - c. Provided organizational chart of key Project Team members that clearly delineates roles/responsibilities, lines of communication, and decision-making hierarchy.

Total Possible Points to be achieved: 100 Points

8.0 SELECTION:

All proposals will be evaluated and scored based on the criterion listed above. Based on response, the top three (3) respondents may be contacted for interviews and/or further presentation. The most highly qualified firm will be recommended to perform the services. This recommendation will be made to the Fairhope City Council, who will make the final selection. A contract will be negotiated and awarded to the qualified respondent selected by the City Council. No pre-submittal interviews are offered. The top three respondents will be evaluated and may be selected for additional interviews based on the written materials submitted.

The City of Fairhope reserves the right to:

1. Reject any or all proposals not in compliance with RFQ procedures if it is in the best interest of the public to do so.
2. To take no action on the accepted RFQ's.
3. Waive informalities in the proposals.
4. To select the proposals which appear to be in the best interest of the City.
5. Limit the number of qualifying firms to be selected for post submittal interviews.

9.0 QUESTIONS or ADDITIONAL INFORMATION:

Questions are due by: Thursday, September 19, 2024 at 11:00 a.m.

Please submit questions to:

Erin Wolfe
 Purchasing Manager
 City of Fairhope
 555 South Section Street
 Fairhope, AL 36532

Email: purchasing@FairhopeAL.gov

This Request for Qualifications is not an offer to contract but seeks submission of qualifications from qualified, professional respondents that may form the basis for the negotiation of an agreement. The Awarding Authority/Owner reserves the right to reject any or all qualifications, and to solicit additional qualifications, through the RFQ process, if that is determined to be in the best interest of the City of Fairhope.

Responses will be received until 10:00 a.m. CST on Tuesday, October 01, 2024. Respondents should limit narrative to fifteen (15) pages. Respondents should submit one (1) original paper copy of the proposal, five (5) identical paper copies of the proposal, and one (1) identical electronic copy of the proposal on a flash drive to:

Deliver To:
 Erin Wolfe
 Purchasing Manager
 City of Fairhope
 555 South Section Street
 Fairhope, AL 36532

Or mail to:
 Erin Wolfe
 Purchasing Manager
 City of Fairhope
 P.O. Drawer 429
 Fairhope, AL 36533

NO SUBMITTALS WILL BE ACCEPTED AFTER THE STATED DEADLINE.

Any items submitted as part of a response to the RFQ shall become property of the City of Fairhope. After written proposals have been reviewed, discussion with prospective firms may be required to clarify any portions of the submitted proposal.

The following is a tentative schedule for the selection process. The schedule is subject to change.

MM/DD/YYYY	Request for Qualifications advertised
MM/DD/YYYY	Non-Mandatory Pre-Bid Meeting for Prospective Applicants
	Questions and Answers
MM/DD/YYYY	Final Questions must be submitted via email before 11:00 a.m. CST
MM/DD/YYYY	Addendum with responses to questions and Pre-Bid Meeting Minutes emailed to attendees
MM/DD/YYYY	Proposals submitted by candidate firms by 10:00 a.m. CST
MM/DD/YYYY	Short list selected and interview requests sent, if City deems Appropriate. Those not selected will be notified.
MM/DD/YYYY	Short list interviews if deemed appropriate.
MM/DD/YYYY	Selection

A Certificate of Insurance evidencing the above minimum requirements must be provided to an accepted by the **CITY PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **ENGINEER** is working must be included in the description section of the Certificate. The City of Fairhope shall be listed as an Additional Insured under the **ENGINEER'S** general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

4. The successful firm shall affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien in the State of Alabama. Evidence of the firm's or individual's enrollment in the federal E-Verify shall be submitted as a condition of contract approval.

5. Funding:

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Gulf Coast Ecosystem Restoration Council, Department of the Treasury and the Alabama Department of Conservation and Natural Resources (ADCNR) under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U.S.C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB Circulars, executive orders, or other federal laws or regulations, as applicable. The ADCNR, the United States, or any of its departments, agencies or employees are not and will not be a party to this solicitation or any resulting contract.

6. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT:

- (a) Bid Awardee (or "Contractor") shall comply with all Federal, State, and local laws concerning nondiscrimination and by doing so agrees that it either will have, or will provide, City of Fairhope with written proof demonstrating good faith efforts to procure at least fifteen (15) percent participation by socially and economically disadvantaged individuals. Unless waived or exempted, all bidders must demonstrate good faith efforts to meet this requirement, in order to be considered responsive bidders.
- (b) During the performance of this contract, the Bid Awardee agrees to the following:
 - (i) The Contractor will not discriminate against employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) The Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of

other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (vii) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (viii) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
7. All Respondents will be required to certify that they are not on the Federal list of debarred, suspended, or voluntarily excluded contractors and are not in default on any obligations due to the State of Alabama, including, but not limited to, payment of taxes, fines, penalties, or other monies due. Selected firm will be required to register with www.sam.gov to confirm debarment/suspension status, provide evidence of required insurance, possess a City of Fairhope business license, and be enrolled in the E-Verify program.
8. The successful firm will be required to comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5), the Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. Chapter supplemented by Department of Labor regulation (29 CFR part 5), the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," the Clean Air Act (42 U.S.C. 7401-7671), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and pursuant to EO 130443, encourage employees to wear seatbelts when operating any vehicles in connection with performance of activities associated with this Agreement.

9. The successful firm will be required to represent and agree that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.
10. The successful firm will be required to document compliance with 2 CFR 200.321. In accordance with this section, the prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; and,
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and,
 - e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

11.0 MISCELLANEOUS:

1. A Cost Proposal is intentionally excluded from this submittal.
2. Request for Qualifications (RFQ) is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Fairhope to pay for any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
3. If awarded, a contract will be awarded to the responsible firm whose proposal is deemed most advantageous to the City of Fairhope.
4. The City of Fairhope will (1) evaluate submittals; (2) waive any irregularities therein; (3) select candidates for selection interviews; (4) request supplemental or additional information as deemed necessary; (5) contact others to verify information provided in the submittal; or (6) reject any and all submittal(s) should it be deemed in the best interest of the City.
5. In the event that a mutually agreeable contract cannot be negotiated between the selected firm and the City, the City reserves the right to select an alternate firm.
6. The successful firm will have to complete an Affidavit of Ownership or Control prior to completion of contract negotiations. The affidavit certifies that the firm is not delinquent in any debt owed to the City of Fairhope (taxes, fines, fees, etc.).
7. Any future agreements arising from this RFQ may be subject to 31 C.F.R. Part 19 compliance.
8. Applicants (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Treasury 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).

9. The following will be incorporated into the contract documents:
- a. Applicable terms and conditions contained in 2 C.F.R. Part 200, including but not limited to: Procurement of Recovered Materials – Section 6002 of the Solid Waste Disposal Act. [eCFR :: 45 CFR 75.331 -- Procurement of recovered materials.](#)
 - b. Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards
[eCFR :: Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)
 - c. Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions
[RESTORE Act Standard Terms and Conditions \(Feb 2022\) \(treasury.gov\)](#)
 - d. Any applicable Special Award Conditions that may be outlined in the Notice of Award
 - e. Terms and Conditions of the Sub-Award Agreement with ADCNR (See Attachment).
 - f. Any other terms required under federal, state, or local law.
 - g. No debriefings by City staff to unsuccessful bidders will occur until after the award and execution of a contract to the recommended firm.

12.0 QUESTIONS AND CONTACT

A Questions and Answers meeting will be hosted by project managers and appropriate City Staff on 09/17/2024. Project Manager will answer additional questions about the RFQ beyond the Q&A meeting until 11:00 a.m. 09/19/2024. An addendum including answers and Q&A meeting minutes will be provided to all attendees on 09/20/2024 via email. All interested firms should reply with an acknowledgement within 24 hours of receipt of addendum and Q&A meeting minutes.

Questions must be emailed to purchasing@FairhopeAL.gov.



CITY OF FAIRHOPE STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

3. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

4. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

5. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

6. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of Contract / Agreement / Purchase Order, which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

7. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

8. NON-DISCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The city also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

9. NON- EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

10. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

11. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

12. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

13. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

14. TERMINATION FOR NON-APPROPRIATION

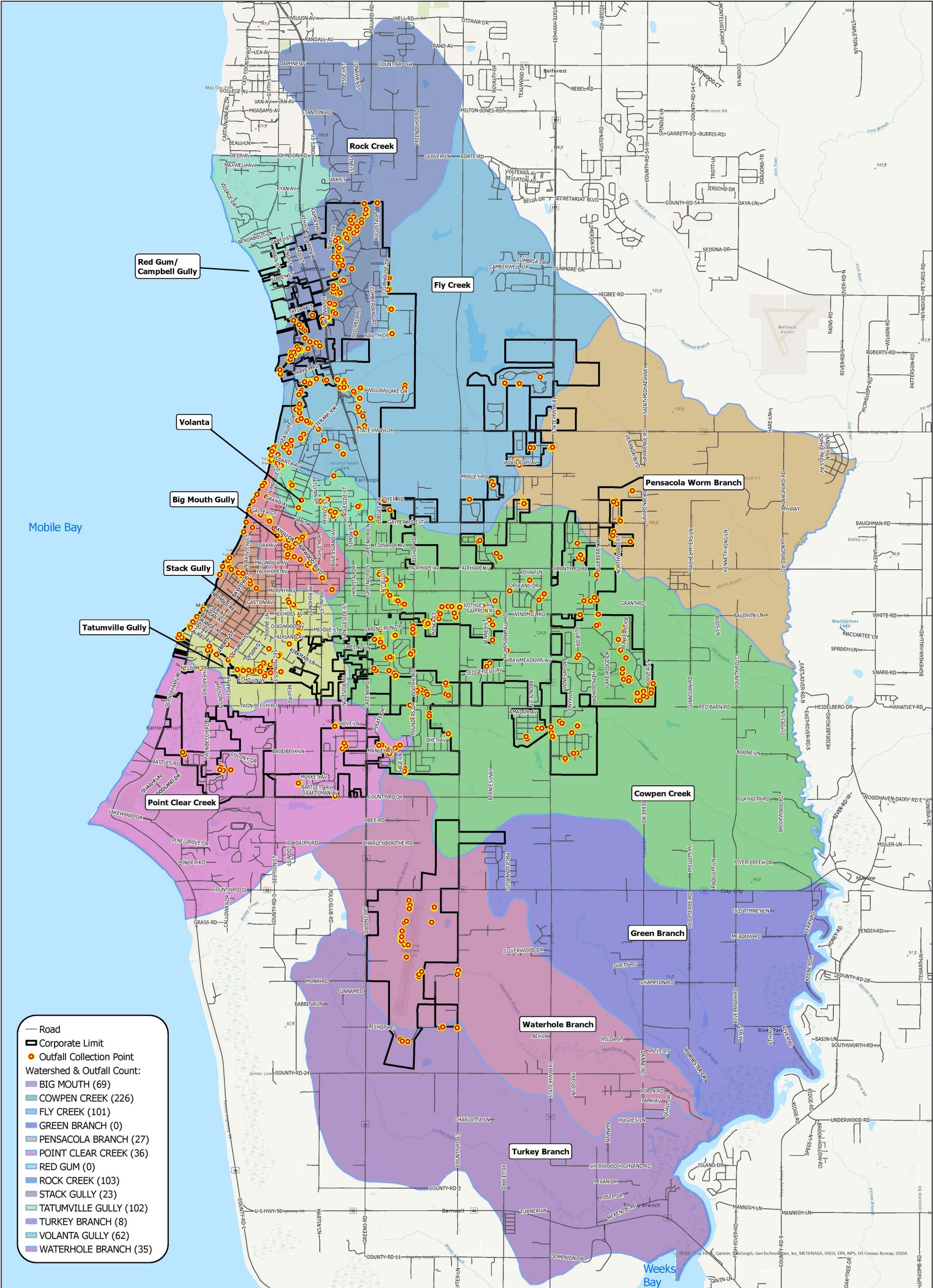
Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

15. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.



MS4 Outfalls within City of Fairhope Corporate Limits



- Road
- ▭ Corporate Limit
- Outfall Collection Point
- Watershed & Outfall Count:
- BIG MOUTH (69)
- COWPEN CREEK (226)
- FLY CREEK (101)
- GREEN BRANCH (0)
- PENSACOLA BRANCH (27)
- POINT CLEAR CREEK (36)
- RED GUM (0)
- ROCK CREEK (103)
- STACK GULLY (23)
- TATUMVILLE GULLY (102)
- TURKEY BRANCH (8)
- VOLANTA GULLY (62)
- WATERHOLE BRANCH (35)



The City of Fairhope makes no claims as to the reliability of this data and shall not be held liable for inaccuracies that may exist. Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold the City of Fairhope harmless from and against any damage, loss or liability arising from any use of the map product. Do not make business decisions based on this data before validating your decision with the appropriate city office.

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within RFQ No. PS24-034 **Professional Engineering, Survey, and Graphical Information System (GIS) Services**, dated ____/____/20____, hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

DATE

ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against _____, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

(SEAL)

(TITLE)

Subscribed and sworn to before me,
this the _____ day of _____, 20_____.

Notary Public _____

County of _____, AL

My Commission expires _____

ANTI-LOBBYING AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, 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 other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

_____ (SEAL)

_____ (TITLE)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, AL

My Commission expires _____

IMMIGRATION LAW COMPLIANCE

The City of Fairhope, AL is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract and grantees doing business with the City of Fairhope and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Fairhope, AL, awarded incentives or grants, or if you wish to continue to do business with the City of Fairhope, AL under a current contract and wish to receive funds from the City of Fairhope, AL you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)
2. Proof of enrollment in E-Verify for Immigration Law Compliance:

An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU). To enroll in E-Verify, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portalsite/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. *You are not required to submit the subcontractor proof to the City of Fairhope, AL. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.* These requirements are a condition for doing business with the City of Fairhope, AL and for receiving any funds from the City of Fairhope, AL. **MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.**

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation to the City of Fairhope, AL's address below:

City of Fairhope, AL
Erin Wolfe, Purchasing Manager
555 S. Section St
Fairhope, AL 36532

PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

Part 1 - (Complete if you do NOT employ one or more employees in Alabama)

State of _____

County of _____

I certify in my capacity as _____ (your position) for
_____ (name of contractor or grantee)

that contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the City of Daphne, AL. I have read the E-Verify Requirements and swear and affirm that it is true and correct.

Authorized Signature

CERTIFICATIONS AND REPRESENTATIONS
(CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FIRST TIER SUBCONTRACTOR)

For all orders above the limit specified in FAR Section 52.209-6(e) (currently \$30,000) and in accordance with the requirements of FAR 52.209-6, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that--

The Offeror and/or any of its Principals--

Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

SUBCONTRACTOR LISTING FORM

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	Selected as Sub-Contractor (Y/N)
Example- ABC Engineering John Doe	123 Main Street, Fairhope, AL 12345 123-456-7890	12-34567890	Y	N	Y

COMPLETED BY: _____ **DATE:** _____



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

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

LEGAL SECTION
CHARLANNA W. SKAGGS
GENERAL COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

NYLA D. CHANEY
ASSOCIATE COUNSEL

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

May 14, 2024

MEMORANDUM

TO: Amy E. Hunter, Ph.D.
DWH Restoration Coordinator

FROM: Juliana T. Dean 
Deputy General Counsel

RE: Subaward Grant Agreement
B2WQ-FSWI
City of Fairhope

Please find attached a fully executed copy of the above referenced agreement. We will mail you the original. We have NOT sent a copy to Fairhope.

We have retained a copy for our files.

JTD:jp

Attachment

cc: Central Accounting
Robyn Cohron (via email)

RESOLUTION NUMBER 5043-24

**AUTHORIZING THE EXECUTION OF A SUBAWARD GRANT
AGREEMENT WITH THE ALABAMA DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES**

WHEREAS, Alabama Gulf Coast Recovery Council (hereinafter, "AGCRC"), acting by and through its administrative agent, the Alabama Department of Conservation and Natural Resources (hereinafter, "ADCNR"), submitted a grant application for the project entitled "City of Fairhope Storm Water Infrastructure Inventory" (hereinafter the "Project"); and

WHEREAS, the City of Fairhope was awarded the grant from Gulf Coast Ecosystem Restoration Council (RESTORE) on March 12, 2024 for the City of Fairhope Storm Water Infrastructure Inventory.

NOW THEREFORE THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources and the City of Fairhope (hereinafter "Subrecipient").

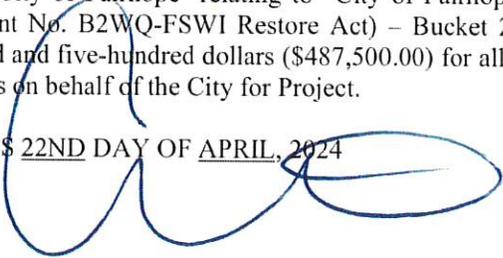
Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. *PROJECT PURPOSE AND IDENTITY*
2. *FEDERAL AWARD INFORMATION*
3. *PROJECT PHASES*
4. *ALLOCATION OF FUNDS*
5. *AGREEMENT FUNDING AMOUNT*

This Agreement obligates the amount of Four-hundred eighty-seven thousand and five-hundred dollars (\$487,500.00) for eligible costs in this Project. ADCNR's funding commitment for the Project shall be pursuant to the Federal Award and shall not exceed a total of Four-hundred eighty-seven thousand and five-hundred dollars (\$487,500.00). The City's match is \$162,500.00.

NOW THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that the City of Fairhope authorizes acceptance of the grant award from ADCNR and authorizes the Mayor to sign the Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Fairhope relating to "City of Fairhope Storm Water Infrastructure Inventory" ADCNR Grant No. B2WQ-FSWI Restore Act) – Bucket 2, in the amount of Four-hundred eighty-seven thousand and five-hundred dollars (\$487,500.00) for all eligible project costs; and other grant related documents on behalf of the City for Project.

DULY ADOPTED THIS 22ND DAY OF APRIL, 2024



Corey Martin, Council President

ATTEST:



Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA

MONTGOMERY COUNTY

ADCNR Grant #: B2WQ-FSWI

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Fairhope (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 Council Selected Restoration Component project titled “City of Fairhope Storm Water Infrastructure Inventory” (hereinafter “Project”). The purpose of this project is to fund the development of GIS inventory of existing stormwater infrastructure features throughout the City of Fairhope that drains into Mobile Bay and repetitive loss assessment for the City of Fairhope Storm Water Infrastructure Inventory; further described in the Federal Award GT3CP24AL0010-01-00. 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): GT3CP24AL0010
 - b. Federal Award Period of Performance: 03/12/2024 – 12/21/2028
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$487,500.00
 - d. Subrecipient UEI#: MWRPCJENTWLA
 - e. Total Amount of Federal Award: \$16,130,748.66
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE”)
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources Commissioner
Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.051 “Council-Selected Restoration Component”
 - 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 four hundred eight-seven thousand, five hundred dollars (\$487,500.00).

4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on March 12, 2024, and end on September 30, 2026.
5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties and end on September 30, 2026 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE-specific Special Award Conditions, and the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 24 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. Sub recipient 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. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date.
 - 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. Rita Peachey
Email: Rita.peachey@dcnr.alabama.gov

OR

Physical Address:
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527

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

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons:

- a. (1) at ADCNR's discretion, the costs are not determined to 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.
- b. Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

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

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

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

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

- a. Reporting:

- i. The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.
 - ii. The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.
 - b. Submission: All project communication and documents, including monthly reports and payment requests, should be sent to the ADCNR project manager. If files are too large to send via email, a link to documents for download may be provided. If the sub recipient is unable to send documents via an online link, the ADCNR project manager will work with the sub recipient to determine another suitable method for transfer of documents.
 - c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.
14. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:
- a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel, and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.334, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (1) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.
 - b. Access: The Gulf Coast Ecosystem Restoration Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.
 - d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
15. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal

employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.

16. LOBBYING ACTIVITY:

- a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.
 - b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
17. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the Gulf Coast Ecosystem Restoration Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
18. CONFLICTS OF INTEREST: Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement, or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
19. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. Subrecipient further agrees that it is responsible for including all

environment requirements set forth below pursuant to the RESTORE Council specific Special Award Conditions in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431— 1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

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

- a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13,

1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

- b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
 - c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
 - 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 RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
 - b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
 - h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally- controlled facility or routine access to a federally controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), to extent applicable, is hereby incorporated into this Agreement.
 - k. Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF- 424D, or equivalent, as applicable), and any required RESTORE-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.
 - m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.
 - n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
22. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Council specific Special Award Conditions, and all applicable federal, state, and

local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.

23. DEBARMENT AND SUSPENSION:

- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
- b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
- c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Gulf Coast Ecosystem Restoration Council.
- d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to.
- e. **ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.**

24. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward, or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-27, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and RESTORE Council specific Special Award Conditions.

25. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
26. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."
27. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the RESTORE Council specific Special Award Conditions, and all other federal, state, or local laws.
28. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
29. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
30. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
31. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
 - a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

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

32. INDEMNIFICATION:

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

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

- a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt

- requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
34. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

Dr. Rita Peachey
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: rita.peachey@dcnr.alabama.gov

To Subrecipient:

City of Fairhope
Attn: Sherry Sullivan, Mayor
161 North Section Street
Fairhope, Alabama 36532
Email for contact 311@fairhopeal.gov

35. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
36. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or

otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A RESTORE 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 ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
41. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the state, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and 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, Permittee 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.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

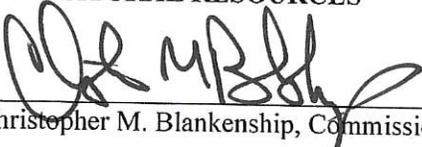
46. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
47. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, 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:
- a. This Subaward Agreement; and
 - b. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award.

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

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

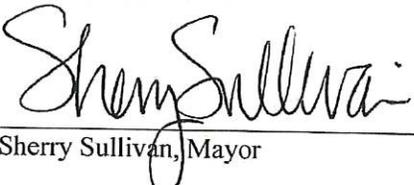


Christopher M. Blankenship, Commissioner

5-14-24
Date

APPROVED LEGAL

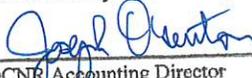

CITY OF FAIRHOPE



Sherry Sullivan, Mayor

4/24/24
Date

Reviewed By Accounting



DCNR Accounting Director