
**HARRISON COUNTY DEVELOPMENT
COMMISSION
SPECIFICATIONS
FOR**

**GULF SHIP BULKHEAD IMPROVEMENTS
MATERIAL PACKAGES
PROJECT 05-23**

**Prepared for & by:
Harrison County Development Commission
Engineering Department**

November 2023

Set No. _____



12281 Intraplex Parkway, Gulfport, MS 39503
phone 228-896-502
www.mscoast.org

**HARRISON COUNTY DEVELOPMENT COMMISSION
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 PROJECT 05-23**

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SPECIFICATIONS

02931 PLANT ESTABLISHMENT

**HARRISON COUNTY DEVELOPMENT COMMISSION
STANDARD
BIDDER'S CHECKLIST**

THE CHECKLIST IS NOT TO BE CONSIDERED PART OF SPECIFICATIONS OR CONTRACT DOCUMENTS. THE CHECKLIST IS TO BE USED AS AN AID TO THE CONTRACTOR/VENDOR IN PREPARING THEIR PROPOSAL.

Bidders should check that the following are completed before submission of bid:

- (1) Complete SECTION 905-A – PROPOSAL FORM.
 - a. Have all unit prices and item totals been entered in SECTION 905-A – PROPOSAL FORM?
 - b. Has the total sum of bid(s) been entered on pages 4-8 of SECTION 905-A – PROPOSAL FORM?
 - c. Have all addenda been acknowledged and added from SECTION 905-A – PROPOSAL FORM (*If applicable*)?
 - d. For minority and women owned businesses has the Affidavit of Social and Economic Disadvantage form been completed (*page 9 of SECTION 905-A – PROPOSAL FORM*)?
 - e. Has the HCDC Certification Receipt and page 3 of 99 of the *MDEQ Required Attachments* forms been completed?
- (2) Has the C-430 – BID BOND form been completed? (*page 10 of SECTION 905-A – PROPOSAL FORM*)
- (3) Has the NONCOLLUSION AFFIDAVIT form been completed? (*page 12 of SECTION 905-A – PROPOSAL FORM*)
- (4) For non-resident Vendor's, has a Non-resident Vendor's copy of current laws from State domiciled been included?
- (5) Has W9, Workers Compensation (*contractors only*), General Liability, as well as Vehicle Liability insurance certificates been included?
- (6) Is the envelope or email containing the bid marked plainly as described per SECTION 901-ADVERTISEMENT:
 - a. Name of the project and the project number
 - b. Company Name, address, Sam.gov UEI# and all applicable state and local license numbers.

FAILURE TO COMPLETE ALL OF THE APPLICABLE REQUIREMENTS MAY BE CAUSE FOR THE PROPOSAL TO BE CONSIDERED NON-COMPLIANT.

SECTION 901
ADVERTISEMENT FOR BIDS

Notice is hereby given that the Harrison County Development Commission, will receive sealed bids via mail or in person to the Harrison County Development Commission located at: 12281 Intraplex Parkway, Gulfport, MS 39503. HCDC will also accept bids via email at: Bids@mscoast.org. Bids will be **received until 3:00 p.m. CST, Tuesday, the twelfth (12th) day of December 2023**, for the following:

GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES PROJECT 05-23

Bids are invited to supply all necessary materials and supplies for the construction of the Gulf Ship Bulkhead Project located at 12351 Glascock Dr. Gulfport, MS 39503 as per proposal section 905A. The bid package consists of four separate material proposals in which the bidder may bid on one or any combination thereof. The proposals include: **Bulkhead Steel Items, Aggregates, Concrete and Miscellaneous.**

All materials shall be delivered within (4) weeks of the date approved by the Harrison County Board of Supervisors. to: Gulf Ship LLC, 12351 Glascock Dr. Gulfport, MS 39503. Gulf Ship shall unload and store all materials on site. The winning bid will be presented for approval to the Harrison County Board of Supervisors within (4) weeks of the bid's closing date.

Proposals must be accompanied by a Proposal Guaranty consisting of a Bid Bond, Cashier's Check or Certified Check in the amount of 5% of the amount of the bid. Such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the accepted Bid and/or execute the Contract as required within the time specified.

The bidder shall submit their W9s, Certificate of Responsibility (*if applicable*), as well as the following insurance certificates with their sealed bid: General Liability; Workers Compensation; and Vehicle Liability. If applicable, the Contractor shall also be required to provide a Material Purchase Certificate to the Harrison County Development Commission upon request. Failure to do so could result in a work stoppage. All aforementioned certificates must be presented to Harrison County Development Commission each contractual year prior to expiration.

The Bid Schedule along with plans, specifications and proposal documents may be viewed without charge utilizing the Mississippi Procurement Technical Assistance Program (MPTAP) website at <https://mscpc.com/> [mscpc.com], or by visiting MSCoast.Org/Bids. You may also request the bid packet in person at Harrison County Development Commission located at 12281 Intraplex Parkway, Gulfport, Mississippi 39503, (228) 896-5020 during regular business hours (9:00 a.m. - 4:00 p.m., Monday - Friday).

All persons having a contract with Harrison County Development Commission must adhere to the Commission's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin, or handicap.

Preference shall be given to resident vendors, and nonresident vendors domiciled in a state, city, county, parish, province, nation or political subdivision having laws granting preference to local vendors shall be awarded Mississippi public contracts only on the same basis as the nonresident bidder's state, city, county, parish, province, nation or political subdivision awards contracts to Mississippi vendors bidding under similar

circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed, state law requires a non-resident bidder to attach to his bid a copy of his resident state's current law pertaining to such state's treatment of non-resident vendors. Resident vendors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, province, nation, or political subdivision of domicile of the nonresident.

In compliance with the laws of the State of Mississippi, in choosing materials for the project, the successful bidder shall be required to give preference to materials grown, produced, prepared, made or manufactured within the State of Mississippi. The foregoing notwithstanding, no preference shall be given to materials grown, produced, prepared, made or manufactured in the State of Mississippi when other materials of like quality produced outside the State of Mississippi may be purchased or secured at less cost, or any other materials of better quality produced outside the State of Mississippi can be secured at a reasonable cost. The Vendor shall not use any materials on the project that are grown, produced, prepared, made or manufactured outside of the United States. If such materials are not available, then those which are grown, produced, prepared, made or manufactured outside the United States may be used.

Bids shall be in letter form with the envelope or electronic attachment and bid marked plainly **GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES, PROJECT 05-23** and shall be addressed to Harrison County Development Commission Gulfport, Mississippi 39503. In addition, the envelope or electronic attachment shall list the Company Name, address, Sam.gov UEI# and all applicable state and local license numbers (*where applicable*).

BIDS SHALL BE DELIVERED TO HARRISON COUNTY DEVELOPMENT COMMISSION 12281 INTRAPLEX PARKWAY, GULFPORT, MISSISSIPPI, 39503, OR ELECTRONICALLY SUBMITTED TO BIDS@MSCOAST.ORG BY 3:00 p.m. CST, Tuesday, the twelfth (12th) day of December 2023.

Harrison County Development Commission reserves the right to reject any and all bids and to waive any informality in the proposal accepted. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

All bids will be publicly opened and recorded at **9:00 a.m. CST, Wednesday, the thirteenth (13th) day of December 2023**, at Harrison County Development Commission office located at: 12281 Intraplex Parkway, Gulfport, MS.

All information submitted by each entity will be held in confidence. The final decision rest on the full approval of the Harrison County Development Commission and the Harrison County Board of Supervisors. The Development Commission reserves the right at any time to not award a bid and or select a provider based on the totality of the proposal.

Bids may be held by the Owner for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the Contract.

Any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury ("Treasury") and the Mississippi Department of Environmental Quality ("MDEQ") 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 the funding award, the RESTORE Act 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. Notwithstanding the above, neither MDEQ nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any vendor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee, or servant of MDEQ or Treasury.

Minority and women's business enterprises are solicited to bid on this contract as prime vendors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. All bidders must make positive efforts to use small and minority owned business and women business enterprises.

Publish Twice: **NOVEMBER 20TH, 2023 & NOVEMBER 27TH, 2023.**

HARRISSON COUNTY DEVELOPMENT COMMISSION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 09/27/2017

SUBJECT: GOVERNING SPECIFICATIONS

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi State Highway Commission is made a part hereof fully and completely as if it were attached hereto, except where modified or amended by state statutes, superseded by special provisions, supplemental specifications, or amended by revisions of the Specifications contained herein.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 or 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications for Road and Bridge Construction.

**SECTION 905-A
HARRISON COUNTY DEVELOPMENT COMMISSION
CONTRACTOR PROPOSAL FORM**

PROPOSAL: **GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES
PROJECT 05-23**

BID OF: _____
Contractor/Vendor (corp./partnership, individual)

Address

Certificate of Responsibility No. _____(*contractors only*)

Sam.gov Unique Entity Identifier No. _____

TO: Harrison County Development Commission
12281 Intraplex Parkway
Gulfport, MS 39503

TO WHOM IT MAY CONCERN:

The bidder, in compliance with your invitation to bid for the **GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES, PROJECT 05-23**, in accordance with these plans and specifications prepared by the Director of Engineering of the HARRISON COUNTY DEVELOPMENT COMMISSION, having examined the Drawings, Specifications, Special Provisions, Notice(s) to Bidders, herein, and related documents, the site of the proposed work and being familiar with all the conditions surrounding the proposed project including the availability of materials, hereby proposes to furnish all materials and/or supplies and to complete the project in the manner specified.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

Addendum No. Dated	_____	_____
Addendum No. Dated	_____	_____
Addendum No. Dated	_____	_____
Addendum No. Dated	_____	_____

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bid)

The bidder understands that HARRISON COUNTY DEVELOPMENT COMMISSION reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, unless HARRISON COUNTY DEVELOPMENT COMMISSION and vendor mutually agree upon a different period. The Bidder also agrees to provide any, and all required insurance coverage documents at time of bid as well as any, and all insurance coverage documents that may be required after award of bid. The Bidder agrees to complete this Proposal Documents (Section 905A), as well as complete any documents and/or information requested from the Bidders Checklist that is included in the bid packet. The Bidder acknowledges that the MDEQ Required Attachments for RESTORE Direct Component Construction Contracts document is attached as part of this Section 905A Proposal.

The Bidder understands that any contract awarded under this Invitation for Bids may be paid for in whole or in part with grant funding from the United States Department of the Treasury (“Treasury”) and the Mississippi Department of Environmental Quality (“MDEQ”) 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 the funding award, the RESTORE Act 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. Notwithstanding the above, neither MDEQ nor Treasury, or any of their agents, representatives, or employees, is or will be a party to this Invitation for Bids or any resulting contract. Further, any vendor awarded a contract under this Invitation for Bids shall not be deemed to be an agent, representative, employee, or servant of MDEQ or Treasury.

The winning bidder proposes to execute the Proposal Documents (Section 905A) as soon as the work is awarded to them and shall begin and complete the work within the time limits provided for in the Proposal Documents (Section 905A).

The Bidder agrees to deliver said material within (4) weeks of the date approved by the Harrison County Board of Supervisors. to: Gulf Ship LLC, 12351 Glascock Dr. Gulfport, MS 39503. Gulf Ship shall unload and store all materials on site. The winning bid will be presented for approval to the Harrison County Board of Supervisors within (4) weeks of the bid’s closing date.

IN TESTIMONY WHEREOF, the Bidder has hereunto affixed his legal signature on this,

_____ day of _____, 20 _____.

Respectfully submitted, _____
Contractors/Vendors

By: _____

Title: _____

Address: _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

_____	_____
President	Address

_____	_____
Secretary	Address

_____	_____
Treasurer	Address

S E A L

**GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES
PROJECT 05-23**

Bulkhead/Steel Items - Base Bid

ITEM	QTY	U/M	U/C	COST
* ESZ 20-700 Sheet Pile, Upper 1/2 Coal Tar Epoxy Coated - (Both Sides)				
35' Sheet	4.5	PAIR		
45' Sheet	81	PAIR		
50' Sheet	60	PAIR		
* APF 2.5" Jet Filter Every Other Pair	50	EA		
18"Ø 0.75" Thick ERW Pipe @ 10' Drop (Deadman Washer)	1	EA		
18"Ø 0.375" Thick ERW Pipe @ 42' Deadman	48	EA		
* 1 3/8" Grade 150 Dywidag Threadbars @ 50' Long	30	EA		
1 3/8" Hex Nut	64	EA		
* 1 1/4" Grade 100 Dywidag Threadbars @ 50' Long	40	EA		
1 1/4" Hex Nut	84	EA		
HP 12x53 Coal Tar Epoxy Coated Waler @ 20'	35	EA		
HP 12x22 Coal Taw Epoxy Coated Waler @ 20'	17	EA		
Plate #1 1"x 4-5/8" x 6" w/Cutout (Bolt Hole) - See Details	296	EA		
Plate #1 1"x 4-5/8" x 6" w/out/Cutout (Bolt Hole) - See Details	148	EA		
Plate #2 1"x10"x12"- See Details	148	EA		
5/8"x6" Flat Bar @ 10' Drop	1	EA		
HP 12x22 Plate Web Stiffener, 5/8"x 1-13/16" x 11-7/16" - See Details	48	EA		
HP 12x53 Plate Web Stiffener, 5/8"x 5-3/4" x 10-7/8" - See Details	104	EA		
3/4" x 18" x 10" Waler Splice Plate - See Details	50	EA		
1/2" Thick 20"x4" "L" Shaped Sheet Pile Cap - See Details	705	LF		
5 Gallon Coal Tar Epoxy	3	EA		
#6 Rebar @ 20'	225	EA		
Cathodic Protection	1	LS		
			Σ	

* **Note:** Or approved equal. Approval must be granted prior to bid submission.

BASE BID IN THE SUM OF _____ **Dollars**

(Amount in Words)

In case of a discrepancy, words shall govern.

CONTINUED

**GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES
PROJECT 05-23**

Alternate #1 - Bulkhead/Mooring Pilings

ITEM	QTY	U/M	U/C	COST
18"Ø 0.375" Thick ERW Pipe @ 42' Mooring Pilings - Coat upper 10' w/ Coal Tar Epoxy	15	EA	_____	_____
SCH 80 6"Ø Steel Pipe	3	EA	_____	_____
Tie Lug	30	EA	_____	_____
			Σ	_____

ALTERNATE #1 IN THE SUM OF _____ **Dollars**
(Amount in Words)

In case of a discrepancy, words shall govern.

CONTINUED

**GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES
PROJECT 05-23**

Aggregates - Base Bid

ITEM	QTY	U/M	U/C	COST
6" Topsoil **	200	CY		
Select Fill - Coarse Sand **	1500	CY		
#57 Coarse Graded Stone **	4000	TN		
			Σ	

BASE BID IN THE SUM OF _____ **Dollars**
(Amount in Words)

In case of a discrepancy, words shall govern.

**Material shall be delivered at per Prime Contractor's request and
as needed for project completion.

CONTINUED

**GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES
PROJECT 05-23**

Concrete - Base Bid

ITEM	QTY	U/M	U/C	COST
3500 Class B Concrete (Deadman Pipe Fill, Slab, & Collar)	113	CY		
			Σ	

BASE BID IN THE SUM OF _____ **Dollars**
(Amount in Words)

In case of a discrepancy, words shall govern.

Concrete - Alternate #1

ITEM	QTY	U/M	U/C	COST
3500 Class B Concrete Fill (Mooring Pile Fill)	10	CY		
			Σ	

ALTERNATE #1 IN THE SUM OF _____ **Dollars**
(Amount in Words)

In case of a discrepancy, words shall govern.

CONTINUED

**GULF SHIP BULKHEAD IMPROVEMENTS – MATERIAL PACKAGES
PROJECT 05-23**

Miscellaneous - Base Bid

ITEM	QTY	U/M	U/C	COST
Geotextile 8 oz 180n Fabric 15' Roll	7	ROLL		
Long & Short-term Blended Seed (Seasonal, See Specs)	1	AC		
Hay Bales (Mulch)	20	BALE		
Silt Fence - Wire Backed	8	ROLL		
2"x8"x16' Concrete Form Boards	12	EA		
#5 lb. 3" Exterior Screws	1	BOX		
24" HDPE	20	LF		
36" HDPE	20	LF		
48" HDPE	40	LF		
			Σ	

BASE BID IN THE SUM OF _____ **Dollars**

(Amount in Words)

In case of a discrepancy, words shall govern.

CONTINUED

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

I hereby certify under penalty of perjury that I am a member of one of the following groups:

- And that I have held myself out as a member of that group and have acted as a member of that group.

☐ Race ☐ Ethnicity ☐ Gender ☐ Other (*explain*)

Print Name: _____ Signature: _____ Date: _____

Print Name: _____ Signature: _____ Date: _____

STATE OF _____ } SS:

COUNTY OF _____

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

Printed/typed name of Notary Public _____

Signature of Notary Public _____

County of residence _____ Date commission expires _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name, and Address of Principal Place of Business):*

OWNER *(Name and Address):*

BID

Bid Due Date:

Description *(Project Name— Include Location):*

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

(Seal)
Bidder's Name and Corporate Seal

SURETY

(Seal)
Surety's Name and Corporate Seal

By:

Signature

Print Name

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature
Title

Attest:

Signature
Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as Joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

NONCOLLUSION AFFIDAVIT

Contract/Requisition No. _____

State of: _____

}SS:

County of: _____

I state that I am _____ of _____ and that I
(Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____ its affiliates, subsidiaries, officers, directors, and employees are
(Name of Firm) not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representations
(Name of Firm) are material and are material and important, and will be relied on by _____ in awarding the contract(s)/ purchase order(s) for which this bid is
(Name of Purchasing Agency) submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this bid.

(Signature)

(Signatory's Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____ 20. ____

Notary Public My Commission Expires _____

INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Noncollusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to **Section 4507 of Act 57 of May 15, 1998, 62 Pa. C. S. § 4507**, governmental agencies may require Noncollusion Affidavits to be submitted with bids.
2. This Noncollusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

Required Attachments for RESTORE Direct Component Construction Contracts

Non-State and State Agency – Template version 11.13.2020

The “Required Attachments for RESTORE Direct Component Construction Contracts” is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Mississippi Department of Environmental Quality (“MDEQ”) and the Project Owner, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the “Direct Component,” as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

Requirements applicable to any contract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING
- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS
- MDEQ SUB-AWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT
- DOMESTIC PREFERENCES FOR PROCUREMENTS
- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS
- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE (*for Federally Assisted Construction Contracts*)
- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)
- MISSISSIPPI FIRST ACT (Miss. Code Annotated §31-5-37)
- MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008 (Miss. Code Annotated §§71-11-1, et seq.)
- EXAMPLE OF E-VERIFY AND MISSISSIPPI FIRST ACT CERTIFICATION LETTER
- SUBCONTRACTOR LISTING FORM (*The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.*)

By signing below, I am acknowledging that I have read the requirements applicable to any contract issued as a result of this solicitation.

Prime Contractor's Signature: _____

Signer's Title: _____

CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

- 1) This project is funded in whole or in part with grant funding from the Department of Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);
- 2) Any contract resulting from this bid will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;
- 3) Any contract awarded will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,
- 4) Any contract awarded is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).
- 5) Any contract awarded will be subject to the laws and regulations of the United States and the State of Mississippi.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at <http://www.sam.gov>.

RESTORE ACT
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND
PROGRAM-SPECIFIC TERMS AND CONDITIONS

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

June 30, 2022



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”);
2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”);
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program-Specific Terms and Conditions”);
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”).

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury’s implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Frequently Asked Questions), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance,” 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury’s implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. Administrative Costs

- a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:
 - i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;
 - ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and
 - iii. Indirect costs of subrecipients.
- b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:
 - i. The amounts received under a component (i.e., Direct Component or Centers of Excellence) by a recipient, beginning with the first grant through the most recent grant, and
 - ii. The amounts in the Trust Fund that are allocated to, but not yet received by, the grantee under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.
- c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for

activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

- a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:
 - i. all iron and steel used in the project are produced in the United States, which means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - ii. all manufactured products used in the project are produced in the United States, which means that the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - iii. all construction materials are manufactured in the United States, which means that all manufacturing processes for the construction material occurred in the United States.
- b. For the purposes of this section, the term “infrastructure” means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- c. The requirement of paragraph (a) (the “Buy America preference”) only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

5. **Buy America Preference Waivers**

- a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the “Date Issued” in the Notice of Award). All waivers will be posted on Treasury’s RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.
- b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.
- c. Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:
 - i. applying the Buy America Preference would be inconsistent with the public interest;
 - ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. **Buy America Preference Definitions**

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury’s RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures;
- b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and
- c. Acquisition of land or interests in land.

2. Prior Approval for Changes in Centers of Excellence

- a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.
- b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. The Data Universal Numbering System (DUNS) Number of the entity or Unique Entity Identifier (UEI) Number as applicable;
 - iii. Location of the entity;
 - iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;
 - v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury's implementing regulations at 31 C.F.R. § 34.704(b); and
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. Performance Reports

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the

consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C APPLICABLE LAWS, REGULATIONS, AND PROGRAM REQUIREMENTS

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);
2. Treasury's implementing regulations, 31 C.F.R. Part 34;
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;
5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) and other program guidance; and
12. Any special award conditions included in the award.

D USE OF FUNDS AND FINANCIAL REQUIREMENTS

1. **Scope of Work**

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

2. **Pre-award Costs**

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

3. **Indirect Costs**

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204. Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at <https://home.treasury.gov/system/files/216/May-2020-Direct-Component-FAQ-Update-final-5-21-2020.pdf>. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.
- b. Unallowable direct costs are not recoverable as indirect costs.
- c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. **Cost Sharing and Budget Limitations**

- a. There is not a cost sharing or matching requirement for Treasury's RESTORE Act grant programs. However, if matching funds are included in the approved award budget, the recipient must obtain and use these matching funds for the purposes of the award.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. **Program Income**

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(f). As allowed by 2 C.F.R. § 307(b), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the

conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. **Tax Refunds**

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

8. **Requirement to Maintain a Conflict-of-Interest Policy**

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

- a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system.
- b. Covered telecommunications equipment or services are defined as follows:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.
- c. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
- d. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.

10. **Limitation on Use of Funds for Research Involving Human Subjects**

- a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.
- b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - ii. Documentation to support an exemption for the project;
 - iii. Documentation to support deferral for an exemption or IRB review; or
 - iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. **Limitation on Use of Funds for Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. **Subawards**

- a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(a). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332, including but not limited to monitoring use of RESTORE Act funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk

reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.

- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332.
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.
- g. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.
- h. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards consistent with 2 C.F.R. § 200.318(c)(1).
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be

applied for violations of such standards by officers, employees, or agents of the recipient.

E EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

F RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via Grant Solutions (<http://www.GrantSolutions.gov>), unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract,

the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and

- 4) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.

- iii. “RESTORE Act Milestones Report”: Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and
 - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- b. The recipient must:
 - i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB’s implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;
 - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and
 - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The *Operational Self-Assessment* is electronically available and may be completed and submitted via a MAX.gov Federal Community link. The form is completed in MAX.gov and can be found on Treasury’s Direct Component Resources webpage for reference at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources>.

6. **Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101**

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

7. **System for Award Management (SAM.gov) and Universal Identifier Requirements**

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

8. **Reporting Requirements for Status of Real Property or Interest in Real Property**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

9. **Reporting on Lobbying**

- a. Solely for the purposes of reporting on lobbying, “recipient” is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, “award recipient” refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury’s implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.
- c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- d. Each “person” who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
 - i. As defined in 31 U.S.C. § 1352(g)(3), the term “person”—includes an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit; but does not include an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.
 - ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.

- iii. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.
- vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:
 - a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - b) A change in the persons(s) influencing or attempting to influence; and/or
 - c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

G FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015);
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report

the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII), as defined in 2 C.F.R. 200.1, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

H RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of the final expenditure report (final SF-425), as described in 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final expenditure report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.
4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

I THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents, in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

2. Access to the Recipient's Sites

- a. The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

J AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the

appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$250,000 in federal awards per year;
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

9. Interest earned amounts up to \$500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

K NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

- a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.
- b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. Any transfer between the non-construction and construction budget lines;
 - vi. The use of funds to reimburse the recipient for pre-award costs;
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);
 - viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;
 - ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;
 - x. The commencement of any construction under the award;

- xi. The purchase of equipment under the award;
- xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award; and
- xiii. The disposition of real property or equipment with a fair market value exceeding \$5,000.

L AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.
- c. An amendment is required whenever Treasury and the recipient wish to:
 - i. Make a material change to the award scope of work;
 - ii. Extend the award period of performance;
 - iii. Increase or decrease the amount of funds on a RESTORE Act grant;
 - iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;
 - v. Change the approved cost-sharing or matching provided by the recipient; or
 - vi. Transfer funds between the construction and nonconstruction budget line items.
- d. Requests for amendments must be submitted via GrantSolutions.gov, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;
- e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:
 - i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;
 - ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in matching funds, or

transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;

- iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and
- iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. **Closeout**

- a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 120 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.
- c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the period of performance, or at closeout of the Award by Treasury.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § 200.310 through 200.316 and § 200.330 and Section Q of these terms and conditions
- g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient's material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS) and may pursue other remedies for noncompliance, as listed in Section M.
- h. The closeout of this Award does not affect any of the following:

- i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
- ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- iii. The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.
- iv. Audit requirements in 2 C.F.R. Part 200, Subpart F.
- v. Property management and disposition requirements in 2 C.F. R. §§ 200.310 through 200.316.
- vi. Records retention as required in 2 C.F.R. §§ 200.334 through 200.337.
- i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

M TERMINATION AND REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report;
 - iii. Requiring additional activity, project, or program monitoring;
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the noncompliance;
 - c. Disallow from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards;
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or
 - g. Take any other remedies that may be legally available.

2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.
3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.
4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
7. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321, as implemented at 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.
8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

N DEBTS

1. **Payment of Debts Owed the Federal Government**
 - a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any

debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325), ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private

- entities that provide public transportation; and
- f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

- a. Treasury's Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury's Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities;
- c. Treasury's Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, 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.

The list of persons and entities referenced in the paragraph above includes the following:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury 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.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors 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.
3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q PROCUREMENT

1. General Provisions

- a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327.
- b. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

2. **Solid Waste Disposal**

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. **Subawards**

- a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
- b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

4. **Minority and Women-Owned Business Enterprises**

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients 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 business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 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; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

5. **Domestic Preference for Procurement**

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

See 2 C.F.R. § 200.322 for definitions of “manufactured products” and “produced in the United States.” This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Worker (January 25, 2021).

R ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient’s approved application package:

1. 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.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. 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
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. 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)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO

13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)

- 22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
- 23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- 24. Coral Reef Protection, EO 13089
- 25. Invasive Species, EO 13112

S REAL PROPERTY, CONSTRUCTION, EQUIPMENT AND SUPPLIES

1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.

2. Real Property and Acquisition of Land and Land Interests

- a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.
- b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.

3. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. Title

- a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.
- b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:
 - i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and
 - ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the

property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.

- c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within the last year. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.
- d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:
 - i. A copy of the easement deed or equivalent conveyance document; and
 - ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).
- e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:
 - i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and
 - ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.
- f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.
- g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.
- h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. **Permitting Requirements**

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. **Estimated Useful Life**

- a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.
- b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with the Treasury investment.
- c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.
- d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. **Recording the Federal Interest in the Real Property**

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury a title insurance (also known as title

policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.

- c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.
- g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by

exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters;
- c. Terrorist acts; and
- d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Commencement of Construction**

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract

price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury’s permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

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

- a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those

published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a “treatment works” project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a “treatment works” project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

- a. “Treatment works” is defined in 33 U.S.C. § 1292, and means any:
 - i. Devices and systems:
 - 1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or
 - 2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and
 - ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;
 - iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or

Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.
- b. When Davis-Bacon Act-related provisions applies, the recipient must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) in all prime construction contracts in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to <https://sam.gov/content/wage-determinations>. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination.
- c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are required to pay wages to laborers and mechanics at

a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH-347 which is available at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification>.

- d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.
- e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at <https://www.dol.gov/whd/programs/dbra/wh1321.htm>.
- f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of \$2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).
- g. **Contract Provision for Contracts in Excess of \$100,000: Contract Work Hours and Safety Standards Act.** All contracts awarded by the recipient or subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. **These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. §§ 5.5(b)(1) through (4) in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.
- h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a

clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- i. **Enforcement:** In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. **Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. **Supplies and Equipment**

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
 - ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.
- b. Requirements that are applicable to recipients that are not states:
 - i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

T MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**
Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.
2. **Disclaimer Provisions**
 - a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
 - b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.
3. **Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland “Anti-Kickback” Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Limitations on Political Activities of Employees**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **Drug-Free Workplace**

The recipient must comply with the 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.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

9. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

10. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

- a. Provisions applicable to a recipient that is a private entity:
 - i. You as the recipient, your employees, subrecipients under this Award,

and subrecipients' employees may not—

- a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - b) Procure a commercial sex act during the period of time that this Award is in effect; or
 - c) Use forced labor in the performance of this Award or subawards under this Award.
- ii. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - 1) Associated with performance under this Award; or
 - 2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
 - i. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:
 - a) Associated with performance under this Award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- c. Provisions applicable to any recipient:
 - i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b) Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - iii. You must include the requirements of this section in any subaward you

make to a private entity.

d. *Definitions.* For purposes of this award term:

- i. “Employee” means either:
 - a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or
 - b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- iii. “Private entity”:
 - a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - b) Includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); or
 - 2) A for-profit organization.
- iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. **Publications and Signage**

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage produced with funds from this Award, which informs the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

“This project was funded in whole or in part by grant [number] awarded by the U.S. Department of the Treasury under the RESTORE Act [Direct Component or Centers of Excellence Research Grants] program. The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of the U.S. Department of the Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of the Treasury.”

Signage:

“This project was funded by a grant from the U.S. Department of the Treasury under the

13. **Copyright**

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient’s personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors”, FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;

- ii. Upon completion of the subrecipient or contractor employee's employment; or
- iii. Upon subaward or contract completion or termination.

15. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower-tier

transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

APPENDIX I: 2 C.F.R. PART 170, APPENDIX A

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. Where and when to report.
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if -
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in [2 CFR 170.320](#);
 - ii. in the preceding fiscal year, you received -
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if -
 - i. in the subrecipient's preceding fiscal year, the subrecipient received -
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and

subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).

2. Non-Federal entity means all of the following, as defined in [2 CFR part 25](#):

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.331](#)).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)).

APPENDIX II: 2 C.F.R. PART 25, APPENDIX A

A. Requirement for System for Award Management

Unless you are exempted from this requirement under [2 CFR 25.110](#), you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at [2 CFR 200.1](#) and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in [2 CFR 200.1](#).
5. Subrecipient has the meaning given in [2 CFR 200.1](#).

APPENDIX III: DAVIS-BACON AND RELATED ACTS REQUIREMENTS

1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 C.F.R. part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. . § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of 29 C.F.R. .§ 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 C.F.R. 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy

of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 C.F.R. 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under [§ 5.5 \(a\)\(3\)\(ii\)](#) of Regulations, [29 C.F.R. part 5](#), the appropriate information is being maintained under [§ 5.5 \(a\)\(3\)\(i\)](#) of Regulations, [29 C.F.R. part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 C.F.R. part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 C.F.R. 5.12](#).

4. Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in [29 C.F.R. 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 C.F.R. part 30](#).

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 C.F.R. part 3](#), which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29](#)

[C.F.R. 5.5\(a\)\(1\)](#) through [\(10\)](#), and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in [29 C.F.R. 5.5](#).

7. Contract termination: debarment. A breach of the contract clauses in [29 C.F.R. 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 C.F.R. 5.12](#).

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 C.F.R. parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 C.F.R. parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

APPENDIX IV: CONTRACT CLAUSES REQUIRED FOR CONTRACTS SUBJECT TO THE REQUIREMENTS OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) Withholding for unpaid wages and liquidated damages. The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

APPENDIX V: 41 C.F.R. § 60-1.4

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any 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, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

- 2) 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.
- 3) 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.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) 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.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**MDEQ SUB-AWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

**ATTACHMENT E
SUB-AWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, or 3) a nongovernmental organization, with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-RECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-RECIPIENT.

Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUB-RECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB-RECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of Contracted Party's books, documents, papers, and other records, including electronic records, which are maintained or produced as a result of the agreement and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records, and other records, including electronic records, which are maintained or produced as a result of the agreement and the Project. These records must be retained for a minimum of three years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General and Treasury. If any litigation, claim, investigation, or audit relating to Federal Award No. RDCGR470031-01-00 ("Award") or an activity funded under the Award is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives', shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for

private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION & EVALUATION

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which the agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, both parties agree to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 USC 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

- (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;
- (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);
- (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
- (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

- (1) Coal fly ash;
- (2) Ground granulated blast furnace slag (GGBF);
- (3) Cenospheres; or
- (4) Silica fume from silicon and ferrosilicon metal production.

- (d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.
- (e) Floor tiles and patio blocks containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g)
 - (1) Consolidated latex paint used for covering graffiti; and
 - (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.
- (h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.
- (i) Flowable fill containing coal fly ash and/or ferrous foundry sands.
- (j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.
- (k) Modular threshold ramps containing recovered steel, rubber, or aluminum.
- (l) Nonpressure pipe containing recovered steel, plastic, or cement.
- (m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must comply with federal regulations regarding domestic preferences for procurements found at 2 CFR §200.322, which states:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) 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.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) 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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) 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.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.
- OR -
- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an MDOT, SBA or MDA certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See “Sample Letter from Contractor to MBE/WBE Firms” below.)
- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.
- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

Bidders may utilize the following resources to assist in MBE/WBE affirmative outreach:

- MDOT Disadvantaged Business Entity (DBE) Website:
<http://sp.mdot.ms.gov/Civil%20Rights/Pages/DBE.aspx>
- MDA Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Directory:
<https://minority.mississippi.org/MinorityBusinessDirectory.aspx>

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]

[ADDRESS]

[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]

[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any 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, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

(2) 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.

(3) 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.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Covered Area (Geographical area where the contract is to be performed)	Goals for minority participation for each trade	Goals for female participation in each trade
Until Further Notice	George County, MS	26.4%	6.9% for all Covered Areas
	Hancock County, MS	19.2 %	
	Harrison County, MS	19.2 %	
	Jackson County, MS	16.9 %	
	Pearl River County, MS	27.7 %	
	Stone County, MS	19.2 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Mississippi County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

MISSISSIPPI FIRST ACT

TITLE 31. PUBLIC BUSINESS, BONDS AND OBLIGATIONS CHAPTER 5. PUBLIC WORKS CONTRACTS IN GENERAL

Miss. Code Ann. § 31-5-37

§ 31-5-37. Contractors submitting bids for public works projects utilizing specified funding required to submit employment plan with bid; contents of plan; review of individuals for vacant positions

(1) All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section.

(2) Contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$ 5,000.00) or more and that are financed, in whole or in part, through the use of funds described in subsection (1) of this section shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. The contractor shall submit to the agency or governing authority that solicited the bid and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of the contract which shall include the following:

- (a) The types of jobs involved in the public works project;
- (b) The skill level of the jobs involved in the project;
- (c) Wage information on the jobs involved in the project;
- (d) The number of vacant positions that the contractor and any subcontractor needs to fill;
- (e) How the contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
- (f) Such other information as may be required by the Mississippi Department of Employment Security; and
- (g) Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71.

(3) From the date written notice of the contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, the contractor and any subcontractor shall not hire any personnel to fill vacant positions necessary for the public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the contractor or subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi Department of Employment Security after employment by the contractor or subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the contractor to consider for the vacant positions. The contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The contract award shall be vacated if the contractor fails to comply with the provisions of this subsection.

MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008

TITLE 71. LABOR AND INDUSTRY CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-1

§ 71-11-1. Legislative findings

The Legislature finds that when illegal immigrants have been sheltered and harbored in this state and encouraged to reside in this state through the benefit of work without verifying immigration status, these practices impede and obstruct the enforcement of federal immigration law, undermine the security of our borders, and impermissibly restrict the privileges and immunities of the citizens of Mississippi. The Legislature further finds that illegal immigration is encouraged when public agencies within this state provide public benefits without verifying immigration status. The Legislature further finds that the Tenth Amendment to the United States Constitution reserves to the states those powers not delegated to the United States by the Constitution. Therefore, the Legislature declares that it is a compelling public interest of this state to discourage illegal immigration by requiring all agencies within this state to fully cooperate with federal immigration authorities in the enforcement of federal immigration laws. The Legislature also finds that other measures are necessary to ensure the integrity of various governmental programs and services.

TITLE 71. LABOR AND INDUSTRY CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-3

§ 71-11-3. Definitions; verification of work eligibility status of new hires; employer liability; exemptions; penalties for violation.

- (1) This chapter shall be known as the "Mississippi Employment Protection Act."
- (2) The provisions of this section shall be enforced without regard to race, gender, religion, ethnicity or national origin.
- (3) For the purpose of this section only, the following words shall have the meanings ascribed herein unless the content clearly states otherwise:
 - (a) "Employer" is any person or business that is required by federal or state law to issue a United States Internal Revenue Service Form W-2 or Form 1099 to report income paid to employed or contracted personnel in Mississippi.
 - (b) "Employee" is any person or entity that is hired to perform work within the State of Mississippi and to whom a United States Internal Revenue Service Form W-2 or Form 1099 must be issued.

(c) "Third-party employer" is any person or company that provides workers for another person or company. This includes, but is not limited to, leasing companies and contract employers.

(d) "Status verification system" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a, and operated by the United States Department of Homeland Security, known as the E-Verify Program.

(e) "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

(f) "Public employer" means every department, agency or instrumentality of the state or a political subdivision of the state.

(g) "Subcontractor" means a subcontractor, contract employee, staffing agency or any contractor regardless of its tier.

(4) (a) Employers in the State of Mississippi shall only hire employees who are legal citizens of the United States of America or are legal aliens. For purposes of this section, a legal alien is an individual who was lawfully present in the United States at the time of employment and for the duration of employment, or was permanently residing in the United States under color of law at the time of employment and for the duration of employment.

(b) (i) Every employer shall register with and utilize the status verification system to verify the federal employment authorization status of all newly hired employees.

(ii) No contractor or subcontractor shall hire any employee unless the contractor or subcontractor registers and participates in the status verification system to verify the work eligibility status of all newly hired employees.

(iii) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract unless the contractor or subcontractor registers and participates in the status verification system to verify information of all newly hired employees.

(c) The provision of this section shall not apply to any contracts entered into on or before July 1, 2008.

(d) It shall be a discriminatory practice for an employer to discharge an employee working in Mississippi who is a United States citizen or permanent resident alien while retaining an employee who the employing entity knows, or reasonably should have known, is an unauthorized alien hired after July 1, 2008, and who is working in Mississippi in a job category that requires equal skill, effort and responsibility, and which is performed under similar working conditions, as defined by 29 USC, Section 206(d) (1), as the job category held by the discharged employee.

(e) An employing entity which, on the date of the discharge in question, was enrolled in and used the status verification system to verify the employment eligibility of its employees in Mississippi hired after July 1, 2008, shall be exempt from liability, investigation or suit arising from any action under this section.

(f) No cause of action for a violation of this section shall lie under any other Mississippi law but shall arise solely from the provisions of this section.

(5) Any employer that complies with the requirements of this section shall be held harmless by the Mississippi Department of Employment Security, provided the employer is not directly involved in the creation of any false documents, and provided that the employer did not knowingly and willfully accept false documents from the employee.

(6) (a) All third-party employers that conduct business in Mississippi shall register to do business in Mississippi with the Mississippi Department of Employment Security before placing employees into the workforce in Mississippi.

(b) Third-party employers shall provide proof of registration and any participation in the status verification system to any Mississippi employer with whom they do business.

(7) (a) State of Mississippi agencies and political subdivisions, public contractors and public subcontractors and private employers with two hundred fifty (250) or more employees shall meet verification requirements not later than July 1, 2008.

(b) Employers with at least one hundred (100) but less than two hundred fifty (250) employees shall meet verification requirements not later than July 1, 2009.

(c) Employers with at least thirty (30) but less than one hundred (100) employees shall meet verification requirements not later than July 1, 2010.

(d) All employers shall meet verification requirements not later than July 1, 2011.

(e) (i) Any employer violating the provisions of this section shall be subject to the cancellation of any state or public contract, resulting in ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted to the employer by any agency, department or government entity in the State of Mississippi for the right to do business in Mississippi for up to one (1) year, or both.

(ii) The contractor or employer shall be liable for any additional costs incurred by the agencies and institutions of the State of Mississippi, or any of its political subdivisions, because of the cancellation of the contract or the loss of any license or permit to do business in the state.

(iii) Any person or entity penalized under this section shall have the right to appeal to the appropriate entity bringing charges or to the circuit court of competent jurisdiction.

(f) The Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services and the Attorney General shall have the authority to seek penalties under this section and to bring charges for noncompliance against any employer or employee.

(8) (a) There shall be no liability under this section in the following circumstances:

(i) An employer who hires an employee through a state or federal work program that requires verification of the employee's social security number and provides for verification of the employee's lawful presence in the United States in an employment-authorized immigration status;

(ii) Any candidate for employment referred by the Mississippi Department of Employment Security, if the Mississippi Department of Employment Security has verified the social security number and provides for verification of the candidate's lawful presence in the United States in an employment-authorized immigration status; or

(iii) Individual homeowners who hire workers on their private property for noncommercial purposes, unless required by federal law to do so.

(b) (i) Compliance with the sections of this statute shall not exempt the employer from regulations and requirements related to any federal laws or procedures related to employers.

(ii) This section shall not be construed as an attempt to preempt federal law.

(c) (i) It shall be a felony for any person to accept or perform employment for compensation knowing or in reckless disregard that the person is an unauthorized alien with respect to employment during the period in which the unauthorized employment occurred. Upon conviction, a violator shall be subject to imprisonment in the custody of the Department of Corrections for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$ 1,000.00) nor more than Ten Thousand Dollars (\$ 10,000.00), or both.

(ii) For purposes of determining bail for persons who are charged under this section, it shall be a rebuttable presumption that a defendant who has entered and remains in the United States unlawfully is deemed at risk of flight for purposes of bail determination.

EXAMPLE OF E-VERIFY AND MISSISSIPPI FIRST ACT CERTIFICATION LETTER

Date _____

TO: Project Owner
P. O. Box 12345
Anytown, MS 12345

RE: Compliance with Mississippi Employment Protection Act of 2008 and the United States
Illegal Immigration Reform and Immigration Responsibility Act of 1996 (E-Verify);
Compliance with the Mississippi First Act

Project Name _____
Project Number _____

The purpose of this letter is to inform you that _____ (Contractor and/or Subcontractor's
Company Name _____) is in compliance with the Mississippi Employment Protection Act of 2008
as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and
the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our
E-verify registration number is _____.

If awarded a contract for this project, we certify that we will comply with the provisions of the
Mississippi First Act (Miss. Code Annotated §31-5-37).

Attached, for your review, is a copy of the documentation showing our companies
participation in the E-Verify program and upon request, copies of employee's certifications will
be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above-mentioned Acts are not followed
consequences may occur as contemplated in those Acts.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

President of Company

**If you are not already enrolled you may enroll by going to the E-Verify Web site at
www.uscis.gov/e-verify follow the directions and tutorial.**

SUBCONTRACTOR LISTING FORM (v.10.22.2020)

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 SAM.gov UEI #	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)

COMPLETED BY: _____ **DATE:** _____

GULFSHIP BULKHEAD IMPROVEMENTS

GULFPORT, MISSISSIPPI

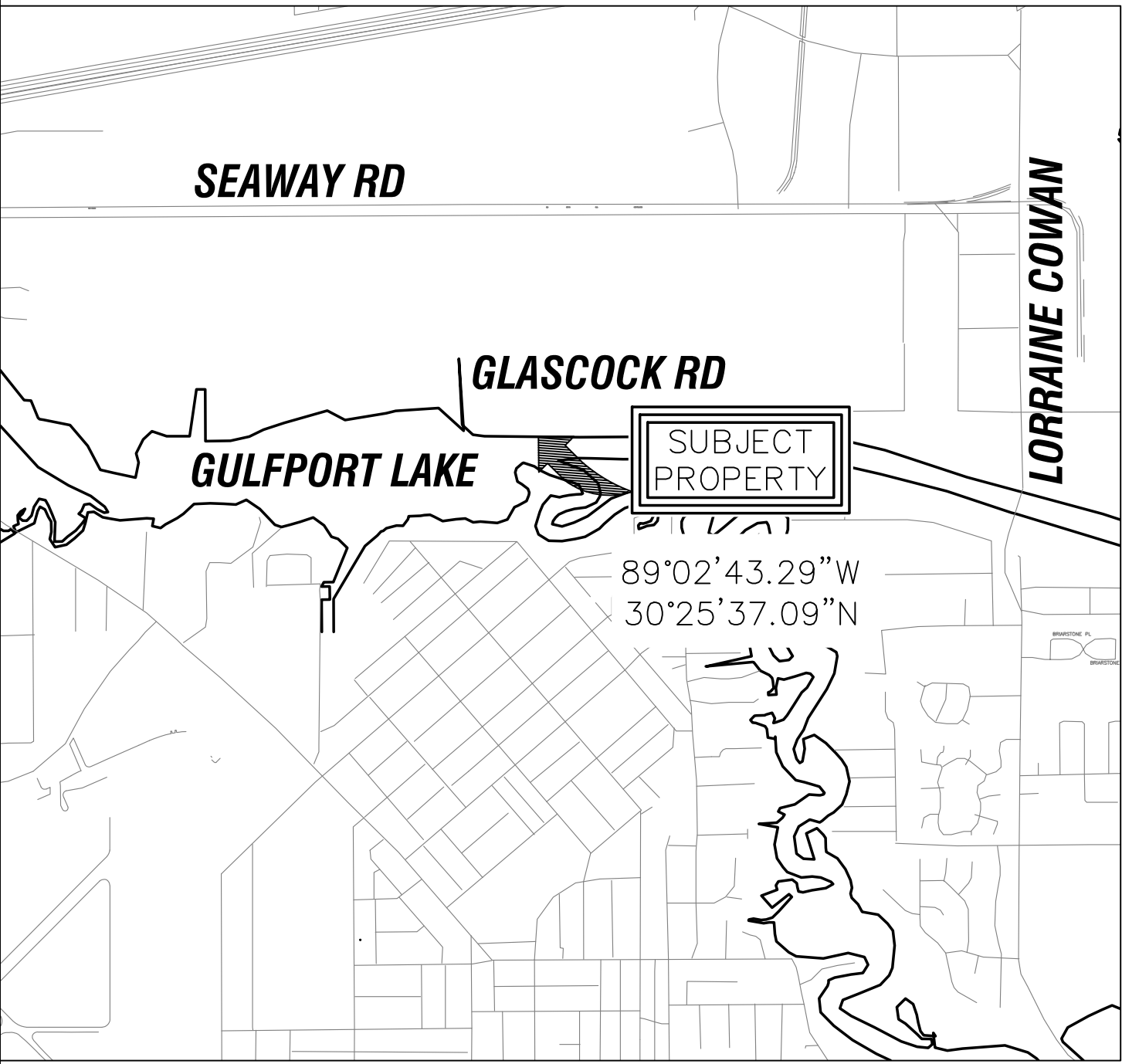
FOR:



HARRISON COUNTY
Development Commission

12281 INTRAPLEX PARKWAY
GULFPORT, MS 39503
PHONE: 228-896-5020

VICINITY MAP

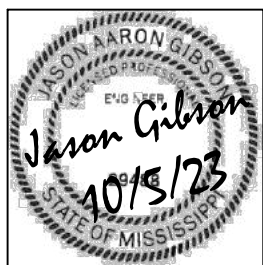


N.T.S.



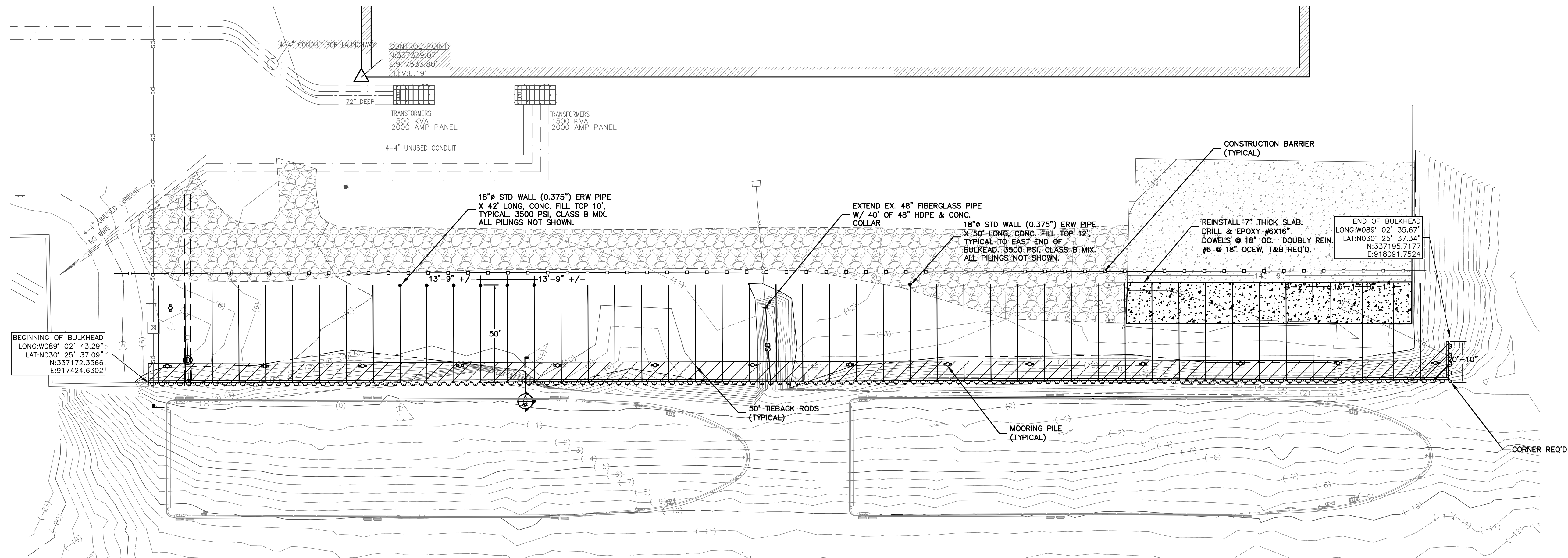
SHEET INDEX

PLAN COVER SHEET	T1
EXISTING CONDITIONS & DEMOLITION PLAN	C1
SITE PLAN, WALL ELEVATION & DETAILS	C2
STANDARD DETAILS	C3
STANDARD DETAILS	C4

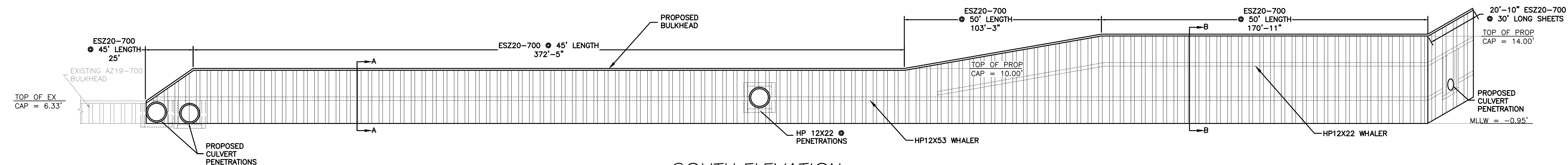


10-5-23

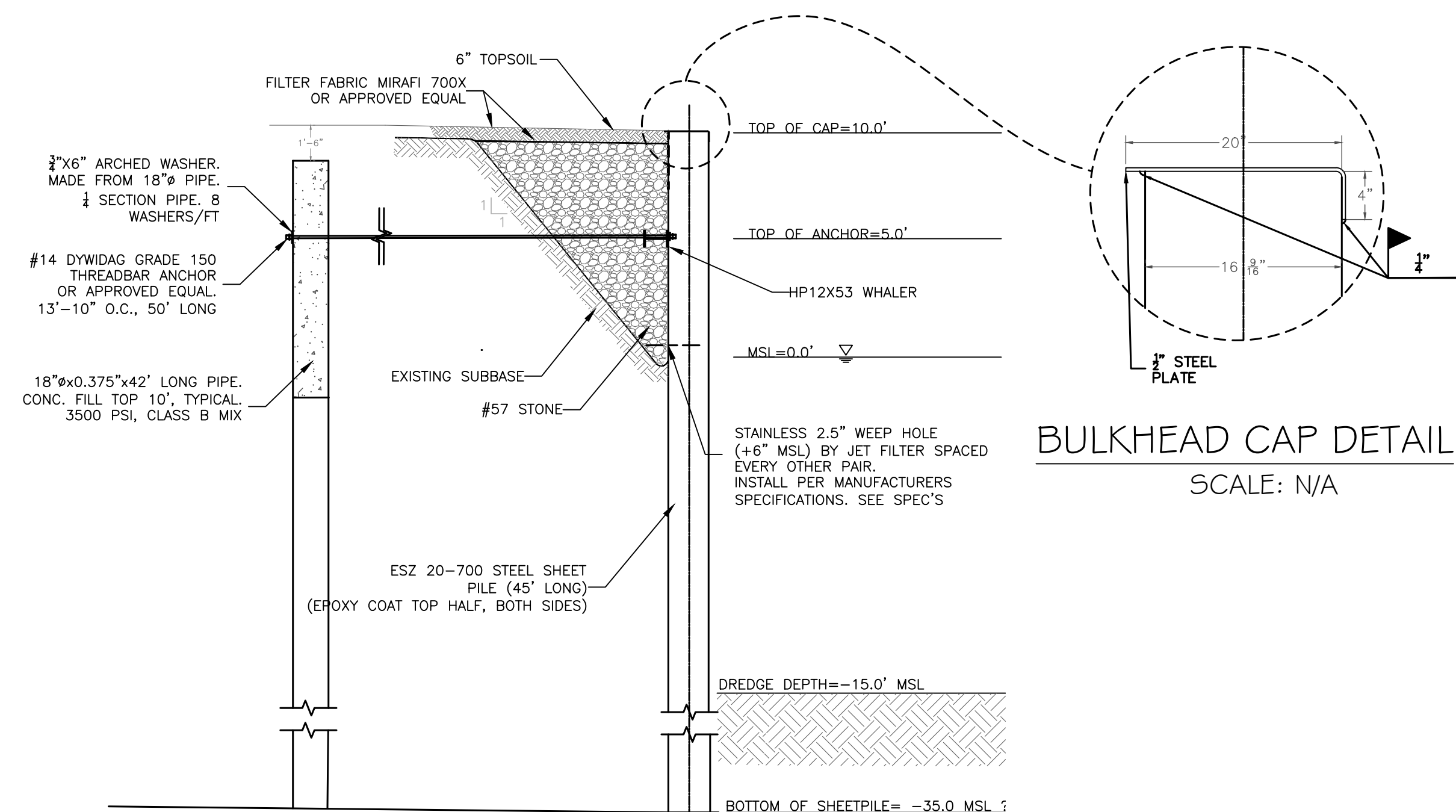
04-23



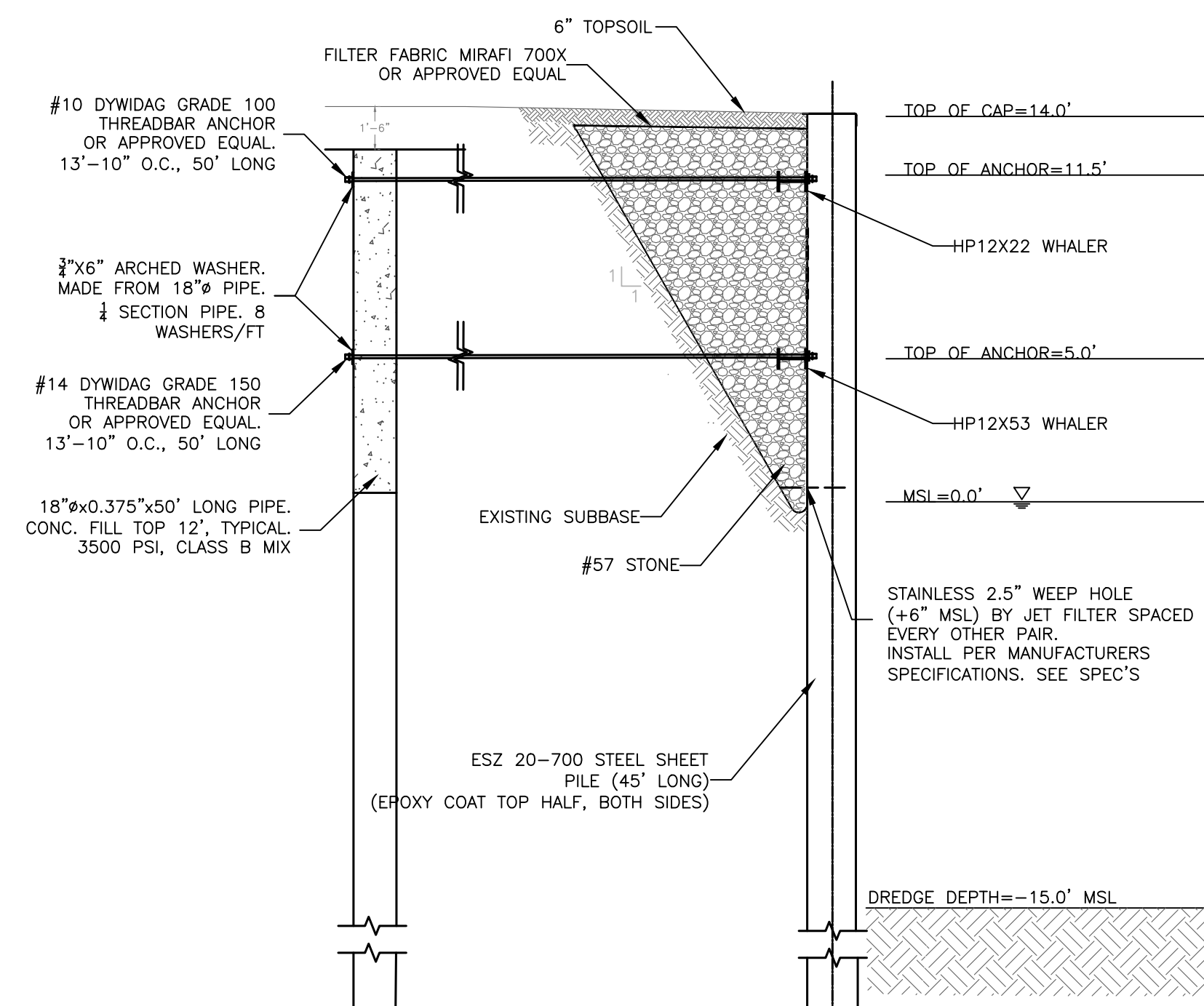
SITE PLAN
SCALE: 1"=30'



SOUTH ELEVATION
SCALE: 1"=30'



SECTION A-A
SCALE: N/A



SECTION B-B
SCALE: N/A

CONCRETE NOTES

- A MINIMUM OF 3500 PSI CONCRETE, CLASS B, SHALL BE USED FOR CONSTRUCTION OF CONCRETE COLLARS OR DRAINAGE STRUCTURES.

DESIGN DEVIATIONS OR PLAN MODIFICATION

- DEVIATIONS FROM THESE GUIDELINES MUST BE SUBMITTED TO THE PW/ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION PLAN APPROVAL.
- ANY REQUESTED CHANGES OR MODIFICATIONS TO APPROVED CONSTRUCTION PLANS MUST BE SUBMITTED FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION THAT INVOLVES REQUESTED CHANGES OR MODIFICATIONS.
- ALL REQUESTED CHANGES OR MODIFICATIONS TO APPROVED CONSTRUCTION PLANS MUST BE APPROVED IN WRITING BY THE PW/ENGINEERING DEPARTMENT.

SITE NOTES

- CONTRACTOR SHALL BACKFILL THE BULKHEAD AS SHOWN ON SECTION A-A. GRADING SHALL START AT THE EXISTING GRAVEL DRIVEWAY AND GRADED TO DRAIN SOUTH TO THE TOP OF THE NEW BULKHEAD.
- CONTRACTOR SHALL ESTABLISH GRASS AFTER ALL CONSTRUCTION ACTIVITIES. A BLENDED LONG AND SHORT TERM SEED SHALL BE USED. HAY MULCH SHALL BE SPREAD AFTER SEEDING.
- CONTRACTOR SHALL PROVIDE AN ONSITE PORTABLE TOILET & DEBRIS DUMPSTER DURING CONSTRUCTION.
- CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE WHEN MODIFYING CULVERT ENDS OF THE BULKHEAD. SEE PENETRATION DETAIL, SHEET C3. CULVERTS SHALL BE GROUTED FROM BEHIND THE SHEETS TO PREVENT EROSION OF THE BACKFILL.
- CONTRACTOR SHALL INSTALL APF 2.5" STAINLESS JET FILTERS EVERY OTHER PAIR OF SHEETS OR APPROVED EQUAL.
- CONTRACTOR SHALL INSTALL ALL DYWIDAG RODS THROUGH THE SHEET PILE WALL WITHIN A RECESSED CORRUGATION. NO EXTERIOR PROTRUSIONS ARE ALLOWED PAST THE OUTERMOST FACE OF THE PASSIVE SIDE OF THE SHEET PILE.
- THE OWNER SHALL SUPPLY ALL BUILDING MATERIALS EXCEPT FOR WELDING RODS, CUTTING FUEL, CUTTING BLADES, & ETC TO ERECT THE BULKHEAD. CONTRACTOR SHALL SUPPLY ALL NECESSARY EQUIPMENT & LABOR.

PROJECT:

GULFSHIP BULKHEAD
IMPROVEMENTS



HARRISON COUNTY
Development Commission



SITE PLAN, WALL ELEVATION &
DETAILS

SHEET TITLE:

DRAWN BY: JAG

CHECKED BY: JAG

APPROVED BY:

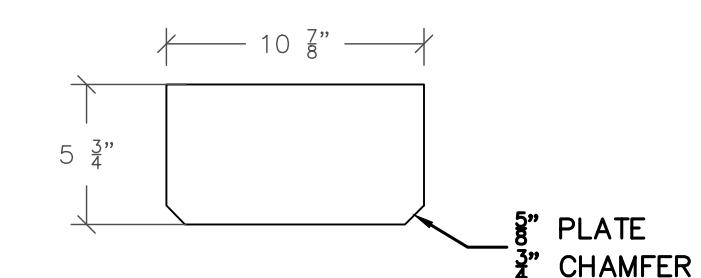
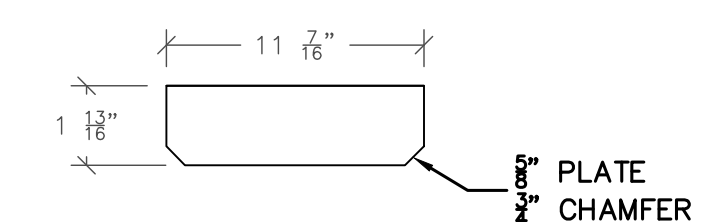
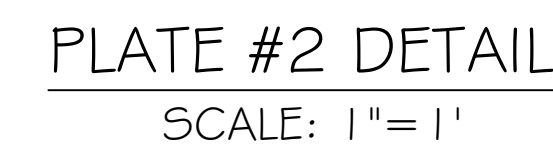
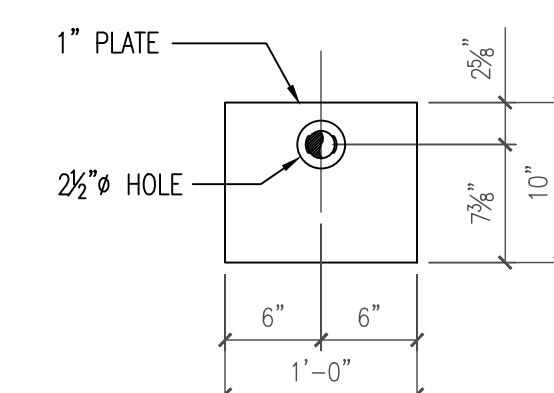
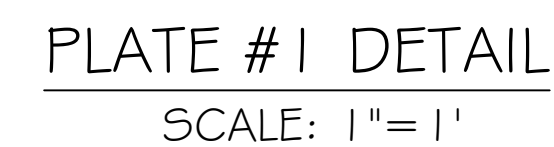
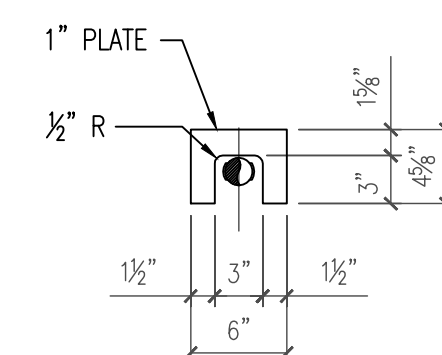
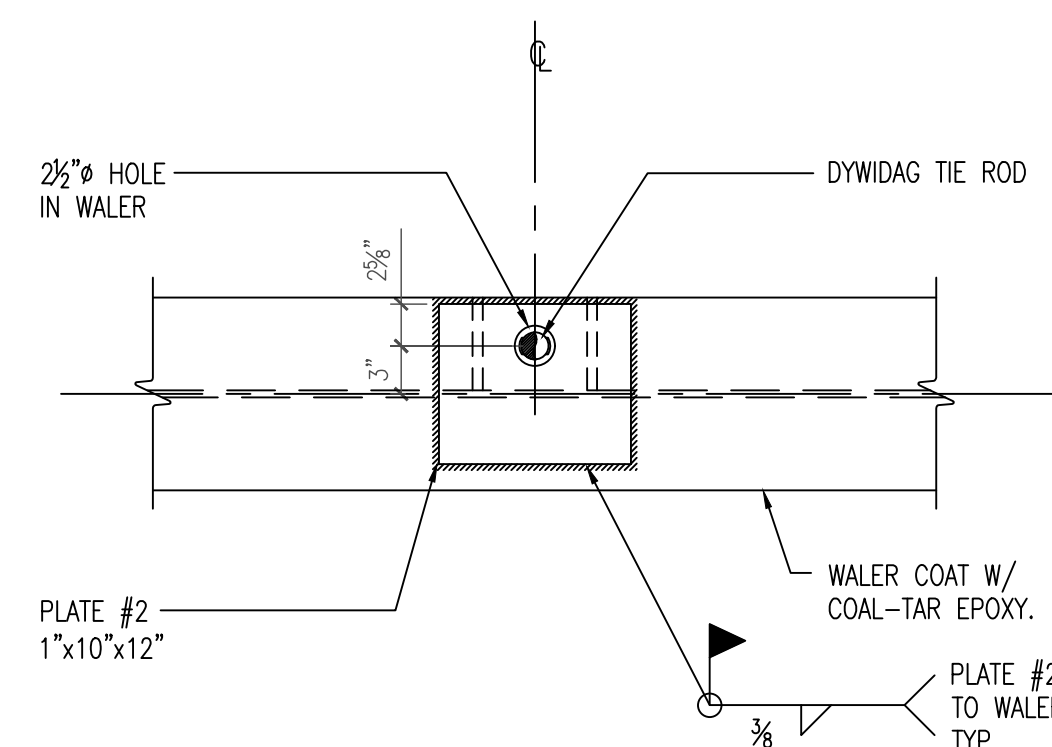
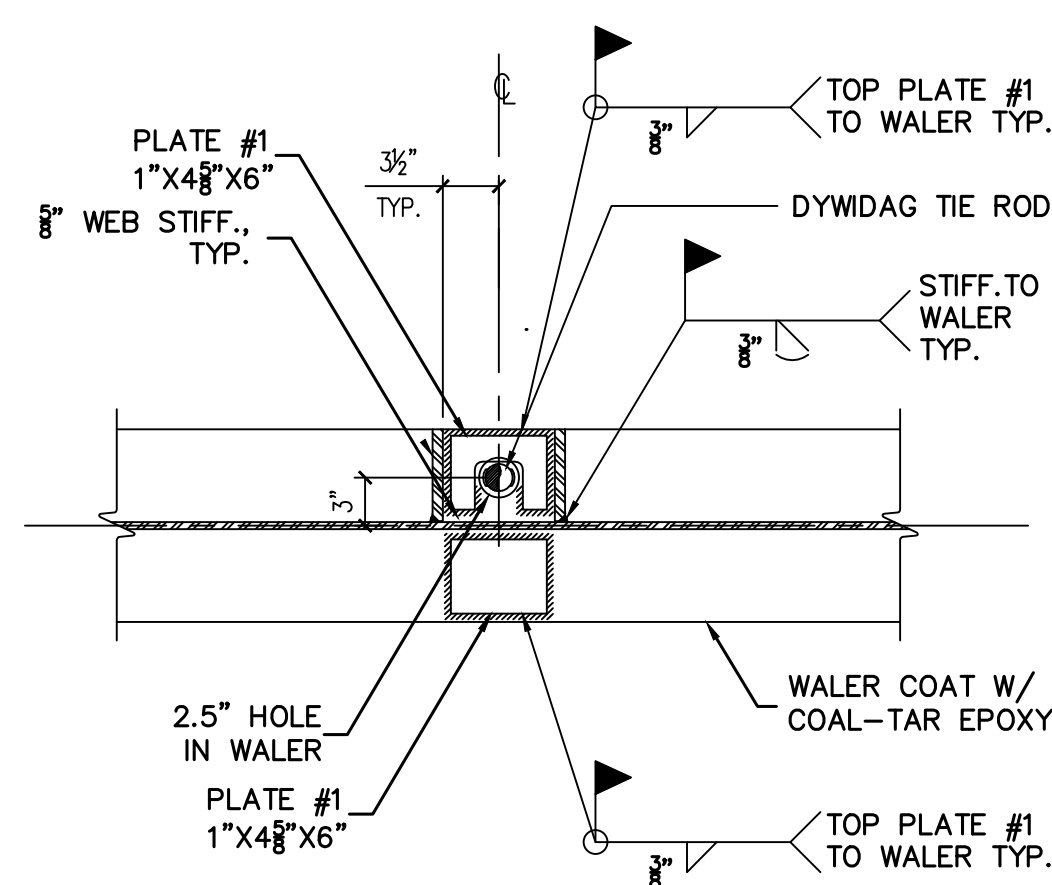
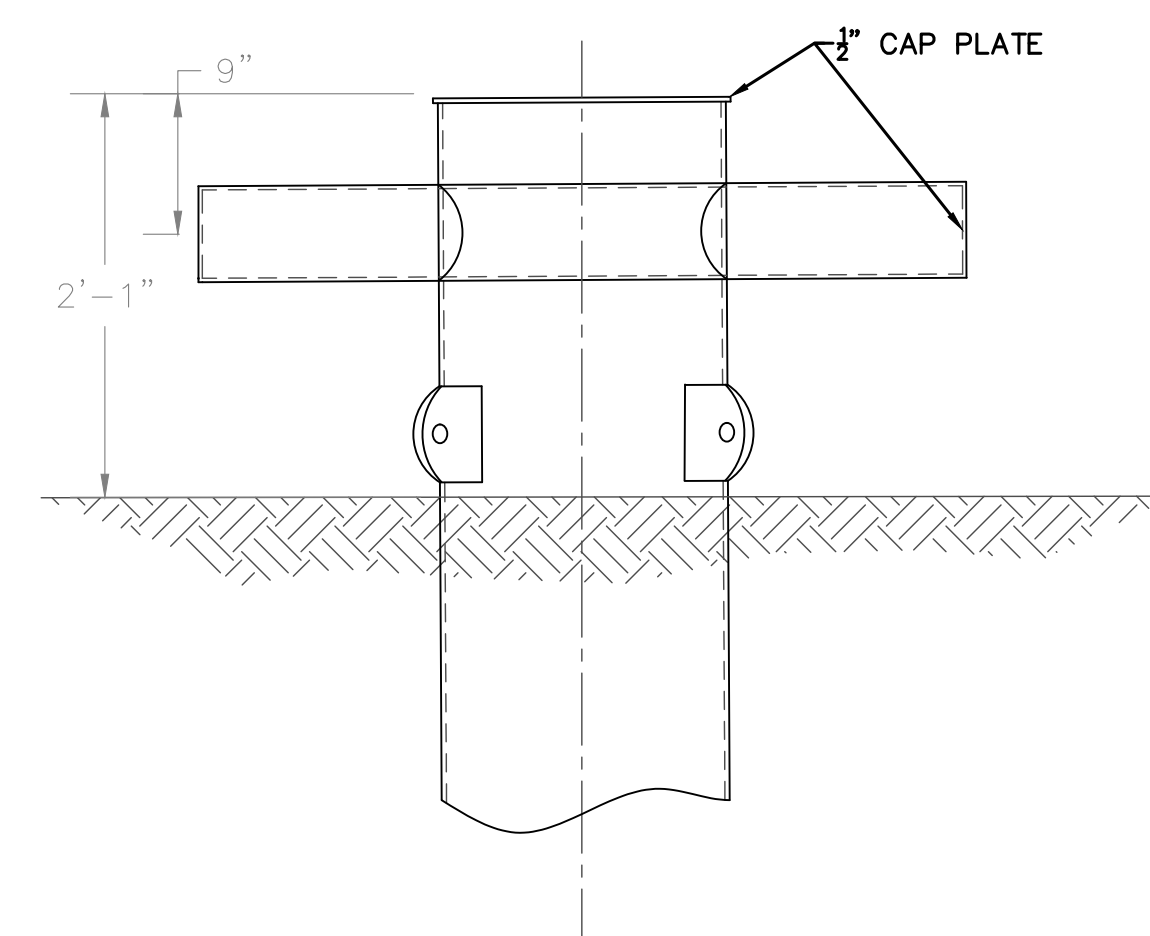
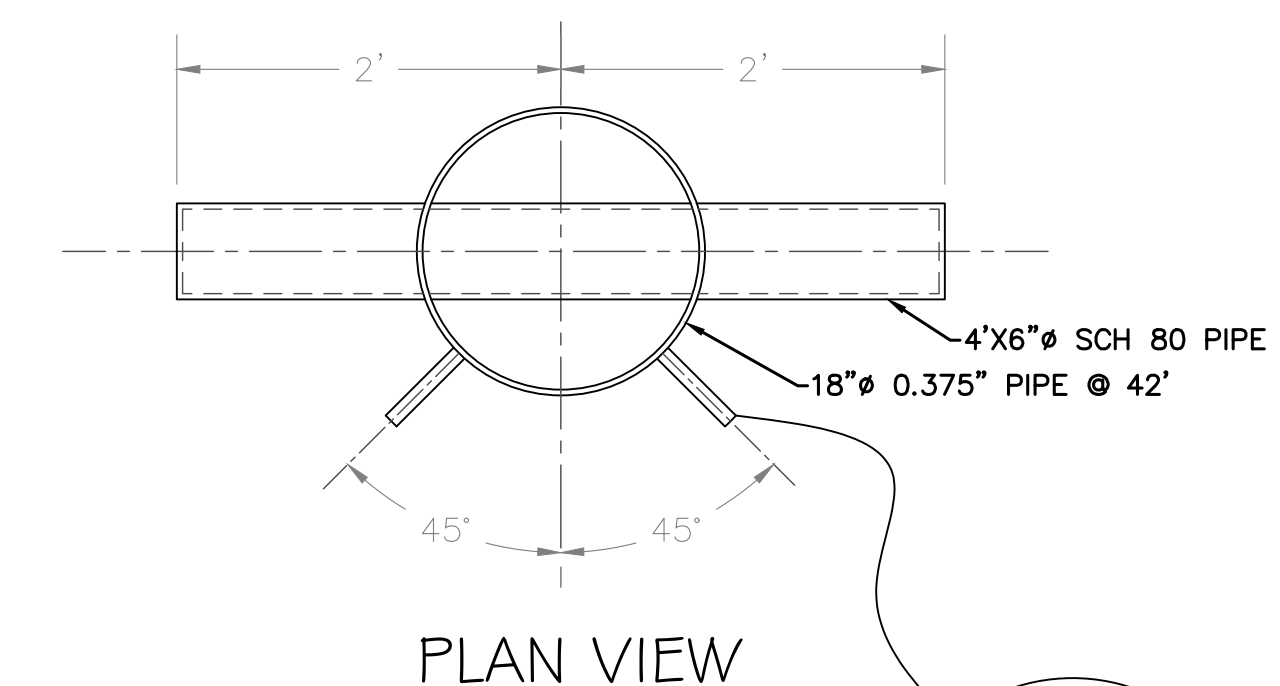
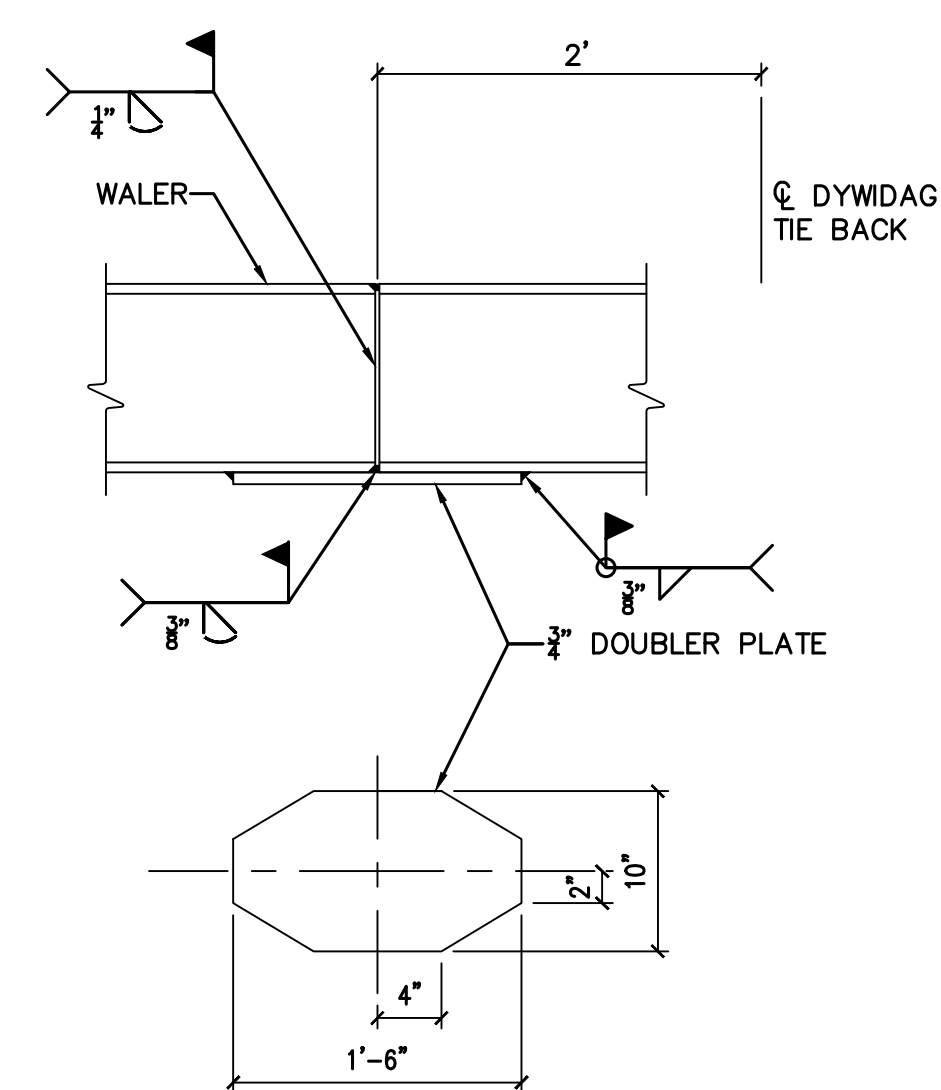
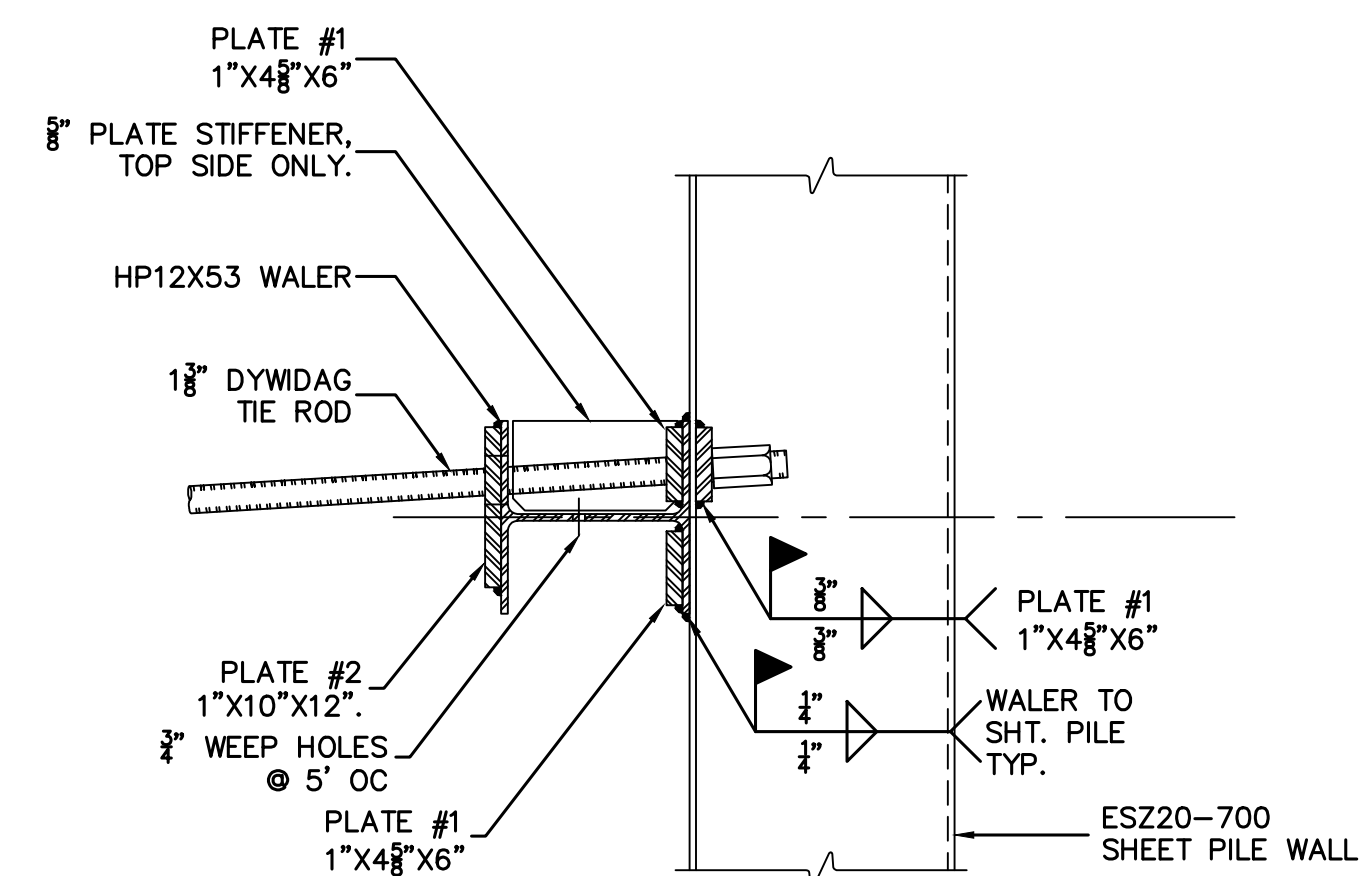
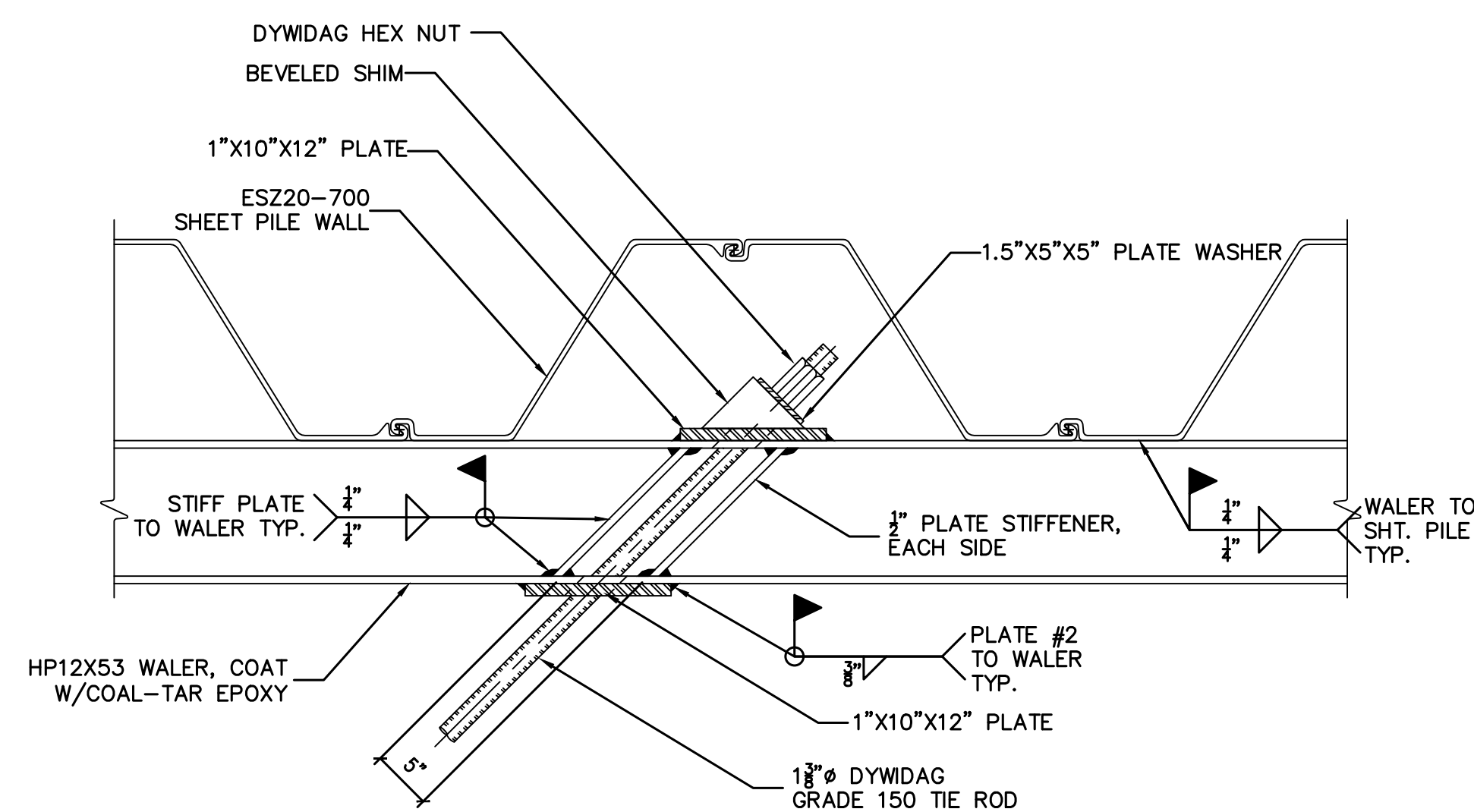
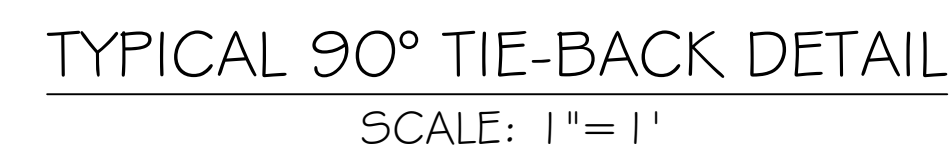
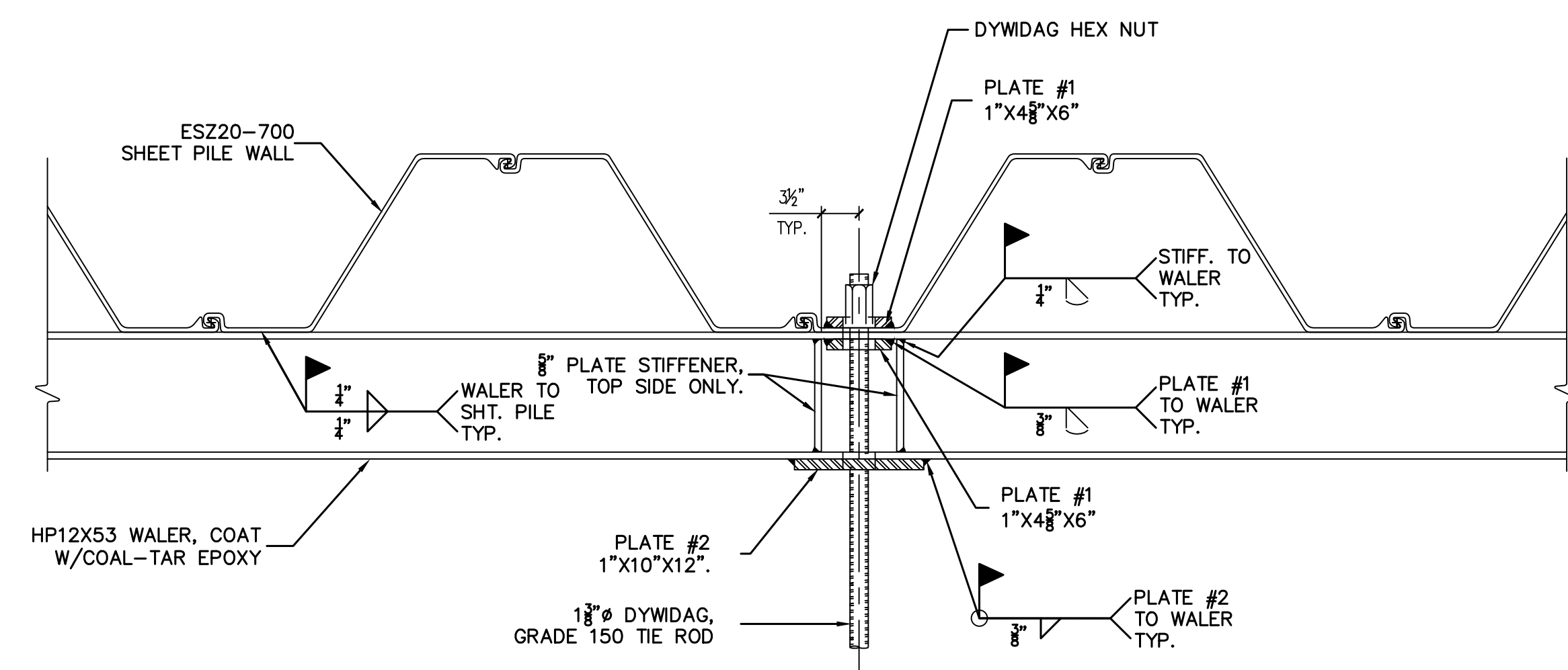
DATE: 10-5-23

REVISED:

SHEET:

C2

HCCD PROJECT #:
04-23





LISA K. MORRISON
President & CEO

MARTIN T. BURFORD, P.E.
Vice President

RICHARD A. RHINEHART, P.E.
Principal Geotechnical Engineer

November 10, 2020

David J. Machado, P.E.
Principal
Machado | Patano
918 Howard Avenue
Suite F
Biloxi, Mississippi 39530

Subject: Report of Subsurface Exploration and
Geotechnical Engineering Evaluation for
Bayou Bernard Seaway Bulkhead
Gulfport, Mississippi
BECC Project Number: 220070

Dear Mr. Machado:

BECC has completed the authorized Subsurface Exploration and Geotechnical Engineering Evaluation for the subject project. The purpose of our work was to investigate of the subsurface materials for the design and construction of a new bulkhead at Gulfship in Gulfport, Mississippi. This report outlines the exploration procedures used, exhibits the data obtained, and presents our conclusions and recommendations.

We sincerely appreciate the opportunity to have worked on this project. If you have any questions, or if we may be of further service to you, please call us.

Respectfully submitted,

BECC, Inc.

Richard A. Rhinehart, P.E.
Principal Geotechnical Engineer



NOVEMBER 10, 2020

**REPORT OF SUBSURFACE
EXPLORATION AND GEOTECHNICAL
EVALUATION FOR**

Bayou Bernard Seaway Bulkhead
Gulfport, Mississippi
BECC Project Number: 220070

PREPARED FOR:
Machado / Patano
C/O Mr. David J. Machado, P.E.
Biloxi, Mississippi 39530



GEOTECHNICAL, MATERIALS, AND ENVIRONMENTAL ENGINEERS

360 Industrial Lane, Birmingham, AL 35211 - (205) 941-1119 - www.beccinc.com

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SECTION 1: EXECUTIVE SUMMARY

The project will consist of the design and construction of a bulkhead at the Gulfship facility located in Gulfport, Mississippi. The following is a brief summary of the exploration including our findings, conclusion and recommendations. Refer to subsequent sections within the text for detailed discussions of these topics.

- Six soil test borings (B-1 through B-6) were drilled along the planned bulkhead to depths of 70 feet below existing grades. The soils encountered by the soil test borings generally consisted of three strata. The soils in the upper stratum (25' to 35') typically consisted of very soft to stiff sandy silt and sandy clay. The soils in the middle stratum (25' to 40' and 35' to 45') typically consisted of loose to dense silty sand. The soils in the bottom stratum (40' and 45' to 70') typically consisted of medium stiff to very stiff silty clay. The groundwater levels varied from 7 to 12 feet below the ground surface at approximately EL +1' at the time of drilling.
- The shoring along the bulkhead will have the top at elevation +10', a low low water elevation of -0.95', and a dredge line of -15.95'. This means the shoring should be designed for an exposed wall height of approximately 26 feet.
- In deep excavations, steel sheet piles are typically the most economical where retention of the higher earth pressures of soft soils is required. It was determined that tie-back anchors would be required in the top section of wall to provide the necessary stability.
- Several options of sheet pile makes are presented in the report. With a finished dock elevation of +10', we recommend a minimum sheet pile tip elevation of -30 feet.
- One row of tie-backs will be required 5' below the top of the wall and on 8' spacing. For an anchor design load of 150 kips, the total length of tie-back anchor required is 120 feet (16' free, 104' grouted bond). The anchors should be load tested to 1.33 times the design load of 150 kips or 200 kips. The owner may elect that contractors be allowed to submit alternate design proposals for the sheet pile wall with tie-back anchors.
- Following the removal of the topsoil and deleterious materials, areas which are at grade, or which are to receive fill, should be evaluated by the geotechnical engineer. This observation may include proofrolling with a loaded dump truck or other pneumatic-tired construction equipment. The geotechnical engineer, by field examination, can determine the extent of any undercutting or reconditioning necessary to prepare an adequate subgrade. Provisions should be made in the construction specifications and budget for under cutting poor quality soils.
- Controlled structural fill should be compacted to a minimum of 95% of the Modified Proctor maximum dry density (ASTM D1557) at a moisture content within 2% of the soil's optimum moisture content.

NOTE: It should be noted that this executive summary presents selected elements of our findings and recommendations only. It does not present crucial details needed for the proper application of our findings and recommendations. Our findings, recommendations, and application are related only through the full report, and are best evaluated with the active participation of the geotechnical engineer who developed them.

SECTION 2: SCOPE OF WORK

The purpose of the geotechnical exploration was to evaluate general subsurface conditions within the proposed site, and to gather and present data relative to bulkhead shoring design at Gulfship in Gulfport, Mississippi. This work was conducted in accordance our proposal number Q1-20041 dated March 26, 2020. The following items were included as part of our scope of work:

1. Six (6) soil test borings were to be drilled along the proposed bulkhead to depths of 70 feet below the existing ground surface.
2. Laboratory tests to include natural moisture content (*ASTM D2216*), Atterberg limits (*ASTM D4318*), percent passing #200 sieve (*ASTM D1140*), unconfined compressive strength (*ASTM D2166*) and triaxial shear (*ASTM D4767*).
3. A geotechnical engineering report is to include the following items:
 - A site plan illustrating the boring locations
 - Boring logs describing the subsurface and groundwater conditions encountered
 - Description of field and laboratory procedures
 - Discussion of site geology
 - Results of laboratory tests performed
 - Earth pressures along the bulkhead
 - Bulkhead design parameters (soil shear strength values, angle of internal friction, adhesion for tieback anchors and anticipated sheet pile depth)
 - Recommendations relative to site preparation (*earthwork, cut and fill recommendations, compaction requirements, etc.*)

NOTE: BECC's work scope did not include exploration of the site for environmental contaminants in the subsurface soils or groundwater.

SECTION 3: PROJECT DESCRIPTION

The project will consist of the design and construction of a bulkhead at the Gulfship facility located in Gulfport, Mississippi. The bulkhead will be south of the existing buildings located along Bayou Bernard. The bulkhead will be approximately 800 feet long. Based on the topographical survey provided to BECC, the existing site grades in the area of the bulkhead range from approximately EL 7' to EL 13'. We understand the planned top of the bulkhead will be at EL 10'. The low low water elevation of the bayou will be at EL -0.95 and the designed dredged elevation of EL -15.95'. Therefore, the design exposed bulkhead will be 25.95 feet.

SECTION 4: SITE GEOLOGY

According to published geological maps by the United States Geological Survey (USGS), the project site is located in the Prairie Formation. The Prairie formation is alluvial (soils deposited by water) in origin. The soils typically consist of clayey fine sands and moderately silty, fine to very fine sands. The formation is approximately 15 to 40 feet thick. The deposits are varicolored fine to coarse quartz sand containing clay lenses and gravel in places.

SECTION 5: SUBSURFACE EXPLORATION

BECC performed six (6) soil test borings (*designated B-1 through B-6*) on September 30, 2020. The borings were drilled to depths of 70 feet below existing ground surface. The boring locations were located in the field by BECC's engineers by handheld GPS and estimating right angles from site features. Therefore, the locations are shown on the "Boring Location Map" in the Appendix and should be considered approximate.

5.1 SOIL BORINGS

Soil drilling and sampling operations were conducted according to ASTM D 1586. The test borings were advanced by mechanically twisting continuous steel auger flights. Within the test borings, soil samples were obtained with a standard 1.4 inch I.D., 2 inch O.D. split spoon sampler. The sampler was first seated 6 inches to penetrate any loose cuttings and was then driven an additional 12 inches with blows of a 140 pound hammer falling 30 inches. The number of blows (*N*) required to drive the sampler the final 12 inches of penetration is the "Standard Penetration Resistance". The penetration resistance, when properly evaluated, is an index of the soil strength.

Representative portions of the samples obtained were then sealed in air-tight containers and transported to our laboratory. In the laboratory, the samples were classified by a geotechnical engineer. The soil description and the penetration resistance at the specific boring locations are indicated on the boring log sheets in the Appendix. The boreholes were also examined for groundwater level at the time of drilling. The samples were transported to our laboratory to perform additional tests. All the samples will be stored on our premises for 60 days from submittal of this report and then discarded unless additional storage time is requested.

Shelby tube samples were taken on representative samples of in-place soils per ASTM Method D 1587, "Thin-Walled Tube Sampling of Soils". The Shelby tubes were pushed into the soils by the drill rig in order to obtain undisturbed samples for laboratory testing.

SECTION 6: LABORATORY TESTS

In addition to the field exploration, a limited laboratory testing program was conducted to ascertain additional engineering characteristics of the foundation materials. To supplement the visual classification of the soil samples, the following tests were performed. The test results are shown on the "Geotechnical Lab Summary" table and individual test sheets in the Appendix of this report.

6.1 DESCRIPTION OF SOILS (VISUAL-MANUAL PROCEDURE) (ASTM D 2488)

The soil samples were visually examined by our engineer and soil descriptions were provided. Representative samples were then selected and tested to determine soil classification as described above. This data was used to correlate our visual descriptions with the Unified Soil Classification.

6.2 NATURAL MOISTURE CONTENT (ASTM D 2216)

Natural moisture contents ($M\%$) were determined on selected samples. The natural moisture content is the ratio, expressed as a percentage, of the weight of water in a given amount of soil to the weight of solid particles.

6.3 PERCENT PASSING #200 SIEVE (ASTM D 1140)

Wash #200 tests were performed on the selected samples to determine the amount of "fines" in the represented soil. "Fines" are defined as particles with a grain size equal to or less than a diameter of 0.075 millimeters. These particles are typically found in silts, clays, and silty clays, as well as silty or clayey sands.

6.4 ATTERBERG LIMIT TESTS (ASTM D 4318)

Atterberg Limit tests were performed on the selected samples to determine how the characteristics change upon variation in moisture stage. The limits are bracketed by the Liquid Limit (LL) and the Plastic Limit (PL). The Liquid Limit is the moisture content at which the soil will flow as a heavy viscous fluid. The plastic Limit is the moisture content at which the soil is between the "plastic" and semi-solid stage. The soil's Plasticity Index (PI) is the difference between the Liquid Limit and the Plastic Limit. The PI is often used as the indicator of the soil's expansive tendencies. The greater the range between the LL and the PL , the more potentially expansive the soil can be.

6.5 CONSOLIDATED UNDRAINED TRIAXIAL COMPRESSION TEST FOR COHESIVE SOILS (ASTM D 6528)

Strength parameters of relatively undisturbed Shelby tube samples were determined by triaxial shear tests. Samples were generally trimmed into three cylindrical specimens 2.8 inches in diameter with a height to diameter ratio equal to two. After trimming, each specimen was encased in rubber membranes and placed in a compression chamber. Each specimen was then subjected an axial load was increased until failure occurred. The types of triaxial test performed was consolidated-undrained for the onsite soils.

6.6 UNCONFINED COMPRESSION TEST (ASTM 2166)

Representative portions of the cohesive soils from the Shelby tube samples were selected and cut to approximately six (6) inch lengths (in order to have a length/diameter ratio between 2.0 and 2.5). The samples were placed in a compression testing machine and loaded at a constant rate of strain. The samples were loaded until failure occurred. The unconfined compression test results were used to evaluate the shear strength of the soil.

SECTION 7: SUBSURFACE CONDITIONS

Details of the subsurface conditions encountered by the test borings are shown on the boring log sheets in the Appendix. The general subsurface conditions encountered, and their pertinent characteristics are described in the following paragraphs. The stratification lines indicated on the logs of boring represent approximate boundaries between soil types. However, the actual transition may be gradual. Conditions represented by the test borings should be considered applicable only at the test boring locations on the dates shown, and it should be assumed that the conditions may be different at other locations at other times.

7.1 SUBSURFACE SOILS

The soils encountered by the soil test borings generally consisted of three strata.

7.1.1 Stratum 1 (0 to 25' and 35')

The soils in the upper stratum typically consisted of very soft to stiff sandy silt and sandy clay. Soil borings B-4, B-5 and B-6 encountered a zone of loose to medium dense clayey sand from about 10 to 20 feet. Standard penetration test resistances (N-values) within the soils ranged from 1 to 18 blows per foot (bpf), averaging 6 bpf.

Laboratory tests indicated Liquid Limits (LL) from 21 to 42, Plasticity Indexes (PI) from 1 to 23, with 38% to 94% of material passing a #200 sieve. Based on laboratory tests performed, Stratum 1 soils were classified as silty to clayey sands (SM, SM-SC), sandy to clayey silts (ML, ML-CL) and sandy to silty clays (ML-CL, CL).

7.1.2 Stratum 2 (25' to 40' and 35' to 45')

The soils in the middle stratum typically consisted of loose to dense silty sand. N-values within the soils ranged from 8 to 100+ bpf, averaging 32 bpf. Laboratory tests indicated non plastic sands with 48% of material passing a #200 sieve. Based on laboratory tests performed, Stratum 2 soils were classified as silty sands (SM).

7.1.2 Stratum 3 (40' and 45' to 70')

The soils in the bottom stratum typically consisted of medium stiff to very stiff silty clay. N-values within the soils ranged from 5 to 27 bpf, averaging 14 bpf. Laboratory tests performed on a representative sample indicated a Liquid Limits (LL) of 41, Plasticity Indexes (PI) of 25, with 99% of material passing a #200 sieve. Based on laboratory tests performed, Stratum 3 soils were classified as silty clays (CL).

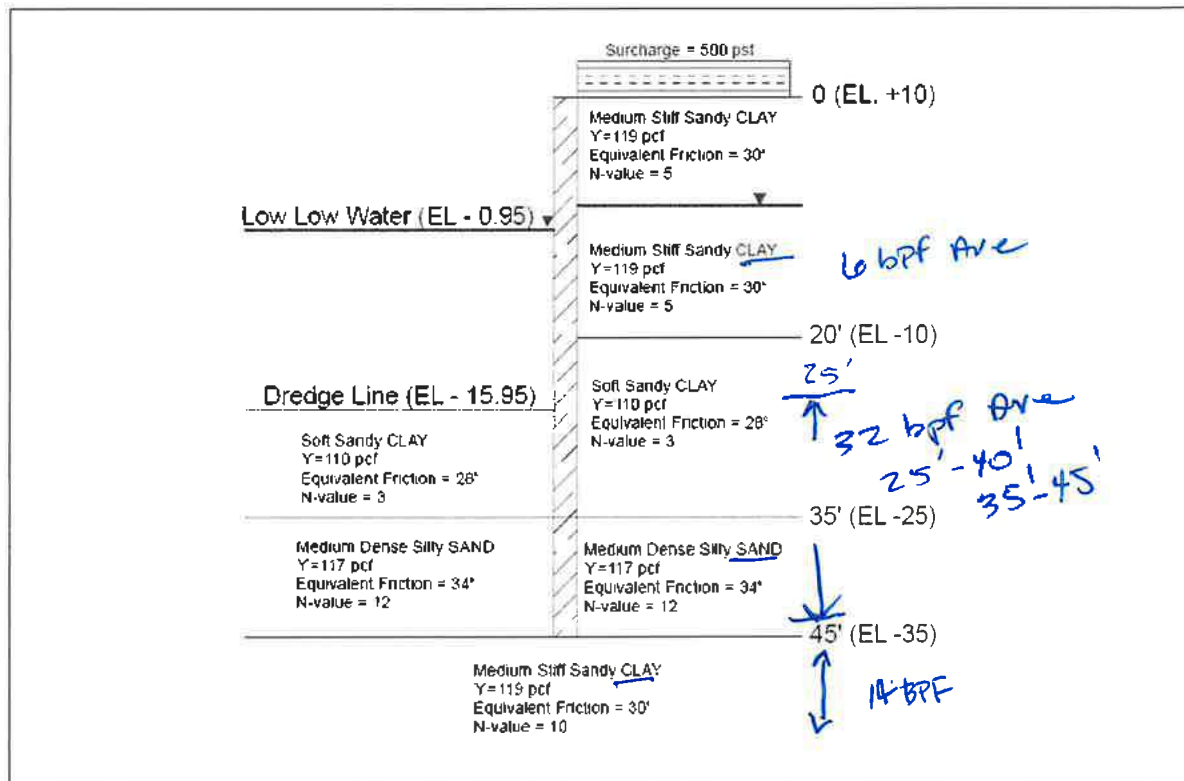
7.2 GROUNDWATER

Groundwater was encountered in all of the soil borings. The levels varied from 7 to 12 feet below the ground surface at approximately EL +1'. The groundwater is expected to vary with water levels in the bayou. The presence or absence of water in the borings at the time of drilling does not necessarily mean that groundwater will or will not be present at other times. Groundwater levels fluctuate seasonally and are related to the amount of rainfall received in months prior to the observations.

SECTION 8.0 BULKHEAD SHORING RECOMMENDATIONS

8.1 GENERAL

A model of the site subsurface conditions was developed based on the information at the soil boring locations and the laboratory test results. The following model was used in shoring design analysis:



8.2 DRIVEN SHEET PILES AND TIE-BACKS ANCHORS

In deep excavations, steel sheet piles are typically the most economical where retention of the higher earth pressures of soft soils is required. They have the important advantage that they can be driven to substantial depths below excavation bottom to provide control of heaving in soft clays or piping in saturated sands.

The method of analysis we used for soil retention was computer software "Shoring Suite V8.8" developed by Civiltech Software. The software uses accepted methods developed by the Federal Highway Authority (FHWA), U.S. Army Corps of Engineers, Department of the Navy (NAVAC), American Association of State and Highway Transportation Officials (AASHTO), and other standard sheet piling design manuals.

Initially a cantilever sheet pile wall (no tiebacks) was considered. However, the earth pressures were so high, that the top of the wall deflections (movements) were beyond tolerable levels. Therefore, a row of drill and grouted tie-back anchors were analyzed. One row of tiebacks at a depth of 5 feet from the top of the wall on a spacing of 8 feet and installed at an angle of 30 degrees from horizontal was evaluated. The results indicated that the following sheet piles would be suitable to produce a top of wall deflection of less than 1 inch.

Sheet Pile	Wall Deflection (in.)
AZ28	0.65
H215	0.72
BZ32	0.69
PSPZ32	0.70
PZ40	0.57
SRU3	0.75
AZ34	0.50
AZ36700	0.43
AZ36	0.47
BZ37	0.60
AZ38	0.44
PSPZ38	0.56
AZ38700	0.41
AZ40700	0.39

For an anchor design load of 150 kips, the total length of tie-back anchor required is 120 feet (16' free, 104' grouted bond). The anchors should be load tested to 1.33 times the design load of 150 kips or 200 kips.

The minimum pile length determined was 37.46 feet. With a finished dock elevation of +10, we recommend a minimum sheet pile tip elevation of -30 feet.

The owner may elect that contractors be allowed to submit alternate design proposals for the sheet pile wall with tie-back anchors. The contractors' alternate design should be prepared by a Mississippi registered professional engineer. The contractors' working drawings and detailed design calculations should be submitted to the owner and their engineers for acceptance.

SECTION 9: SITE PREPARATION AND GRADING CONSIDERATIONS

A review of the final grading plans should be conducted by BECC, Inc. Pending this review; some of the comments and recommendations included in this report may require modifications

9.1 SITE PREPARATION

Following the removal of the topsoil and deleterious materials, areas which are at grade, or which are to receive fill, should be evaluated by the geotechnical engineer. This observation may include proofrolling with a loaded dump truck or other pneumatic-tired construction equipment. The geotechnical engineer, by field examination, can determine the extent of any undercutting or reconditioning necessary to prepare an adequate subgrade. Provisions should be made in the construction specifications and budget for undercutting poor quality soils.

9.2 EXISTING STRUCTURES

All existing structures (including above and below ground construction) within the areas to be developed should be removed prior to the initiation of construction. Removal should include all asphalt, vegetation, topsoil, underground pipes and lines, etc., that might interfere with construction. If abandoned underground utilities are to be removed prior to initiation of construction, provisions should be made in the construction specifications and budget to restore the subgrade to a stable condition. Restoration should include backfilling and compaction of the excavated areas.

9.3 RECONDITIONING OF ON SITE SOILS

In the areas that are at grade or area to receive additional fill, we recommend that the upper 8 inches of existing material be scarified, moisture-conditioned and recompacted. Moisture conditioning of the soils during winter months may be difficult. We recommend a compaction criterion of 95% of the Modified Proctor maximum dry density (ASTM D 1557).

9.4 CONTROLLED STRUCTURAL FILL

We recommend that the controlled structural fill at the site be free of organics and debris, and rocks greater than three inches in size. Structural fills should be composed of soils with a liquid limit less than 50 and a plasticity index of 25 or less, and have a maximum dry density of greater than 100 pcf.

General fill should be compacted to a minimum 95 percent of maximum dry density, as determined by the Modified Proctor ASTM D 1557. A sufficient number of field density tests should be performed to evaluate the grading contractor's performance during filling. During mass grading, lift thickness for fill should be limited to a maximum of 8 inches loose measure. Backfilling in limited access areas such as utility trenches should have a lift thickness limited to 4 inches loose measure.

We also recommend that all structural fill be placed within 2 percent of optimum moisture content. The grading contractor should acknowledge the importance of proper fill moisture conditioning. We suggest that the project specifications address that both fill compaction and acceptable fill moisture content will be required for the acceptance of structural fills. It will be particularly important to have a water truck available if filling takes place during dry months.

9.5 BACKFILLING OF UTILITY TRENCHES

Backfilling of storm drain and utility trenches is often accomplished in an uncontrolled manner, leading to subsequent settlement of the fill and cracking of pavements. We recommend that utility trenches be backfilled with acceptable fill in 4 inch lifts and compacted with pneumatic-piston tampers to the project requirements. Should seepage occur in utility trenches, it may be necessary to "floor" the trench with open-graded gravel to provide a dry working surface.

9.6 SURFACE DRAINAGE & PROTECTION OF SOILS DURING GRADING

The silts and clays at the site are moisture sensitive and can become easily disturbed causing loss of strength. Proper surface drainage will be very important during grading at the site. If the soils become wet after being exposed it may become necessary to undercut or recondition. On many projects reworking of disturbed soils becomes a point of controversy. We recommend that the specifications for this project provide performance guidelines for protection of exposed soils and correction of disturbed areas.

SECTION 10: CONSTRUCTION MONITORING

We strongly recommend that BECC, Inc. be retained to provide a comprehensive construction-monitoring program when the project proceeds. This program would assist the owner in determining that the work is being carried out in general conformance with the plans and specifications and help avoid the potential of change orders and cost overruns. Construction monitoring includes testing of construction materials such as compacted fill and concrete. Also included is engineering observation during the site preparation, foundation and wall construction phases of the project.

Monitoring/testing during the earthwork and foundation construction phases is particularly important since assumptions (*and recommendations*) have been made based on the soil boring data. Confirmation that actual subsurface conditions are comparable to the assumed conditions is an essential part of the subsurface exploration process.

10.1 SUBGRADE OBSERVATION, PROOFROLLING

The purpose of proofrolling will be to densify the exposed near-surface soils and also to reveal soft pockets of soil that will require remedial measures. Areas that pump or rut during the proofrolling operations should be undercut or reconditioned. The geotechnical engineer can determine the depth and extent of areas that will require undercutting.

10.2 FILL MONITORING

We recommend that in-place density tests should be performed in the field by an engineering technician to evaluate the contractor's performance regarding meeting the project specifications for fill placement. A commonly used testing frequency is one test per eight inch lift to fill placed per 2,500 square feet of fill area. The engineering technician can assist the grading contractor in soil moisture content evaluation by performing on-site fill moisture content tests.

10.3 PILE INSTALLATION OBSERVATION

Evaluation of pile installation requires engineering judgment and experience. Pile driving should be monitored by a geotechnical engineer, and a complete report kept of the pile behavior during driving. If unexpected conditions are encountered, the geotechnical engineer can consult with the design engineer to provide recommendations for any necessary corrective action.

SECTION 11: GENERAL REMARKS/REPORT LIMITATIONS

This report has been prepared for the exclusive use of Machado | Patano, for specific application to the subject project. All recommendations contained in this report have been made in accordance with generally accepted soil and foundation engineering practices. No other warranties are implied or expressed. In addition, the analysis and recommendations submitted in this report are based in part upon the data obtained from the soil test borings. The nature and extent of variations between the borings may not become evident until construction. If variations then appear evident, it may be necessary to re-evaluate the recommendations of this report.

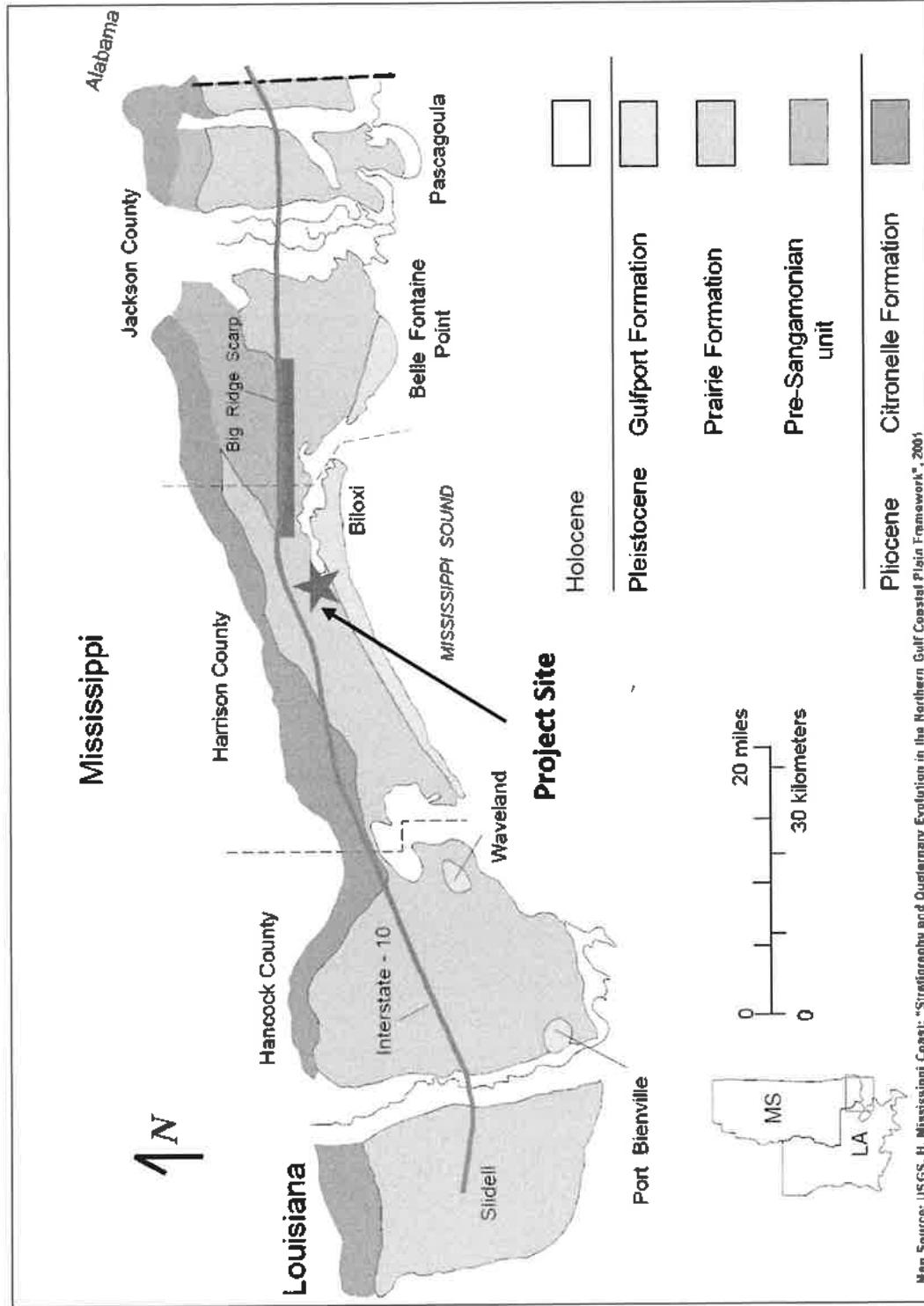
We emphasize that this report was for design purposes only and is not sufficient to prepare an accurate bid. Contractors reviewing this report should acknowledge that the recommendations and discussions herein are for design purposes.


If significant changes are made in the character of the proposed development, a consultation should be arranged to review them with respect to prevailing subsurface conditions. At that time, it may be necessary to submit supplementary recommendations.

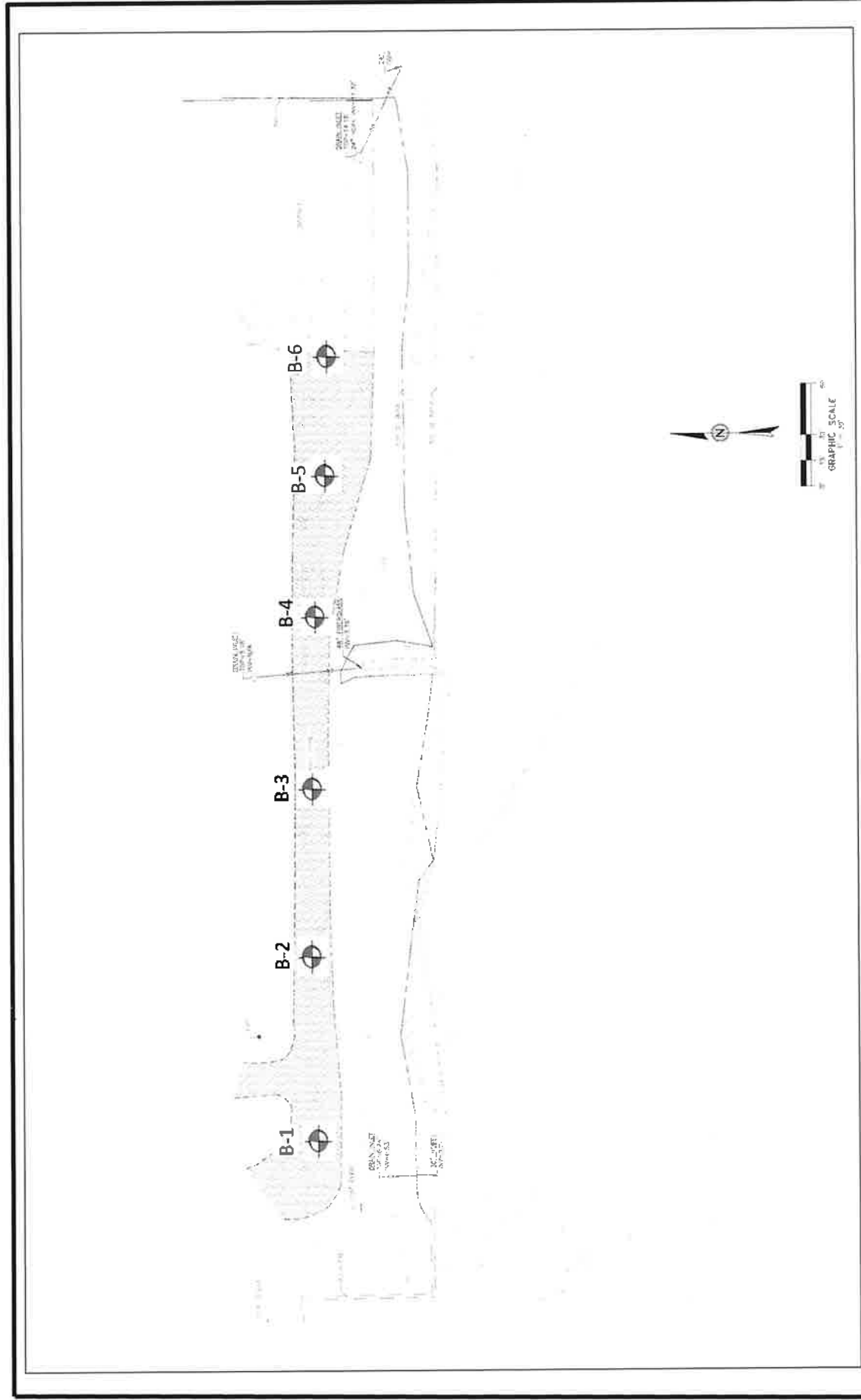
It is imperative that the geotechnical engineer be provided the opportunity to review the final plans and specifications to verify that the recommendations in this report are properly interpreted and incorporated in the design. It will be the client's responsibility to furnish the final grading and foundation plans to BECC for the necessary review. If the geotechnical engineer is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.


APPENDIX A

***Geology Map
Boring Location Map
Subsurface Profile***



	Bayou Bernard Seaway Bulkhead Gulfport, Mississippi		Geology Map	BECC Project No: 220070	Date: 10/29/2020
	Scale: As Shown		Map Sheet	Sheet 1 of 3	



	Bayou Bernard Seaway Bulkhead Gulfport, Mississippi		Boring Location Map Scale: As Shown	BECC Project No: 2120070	Date: 10/28/2020 Map Sheet Sheet 2 of 3
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APPENDIX B

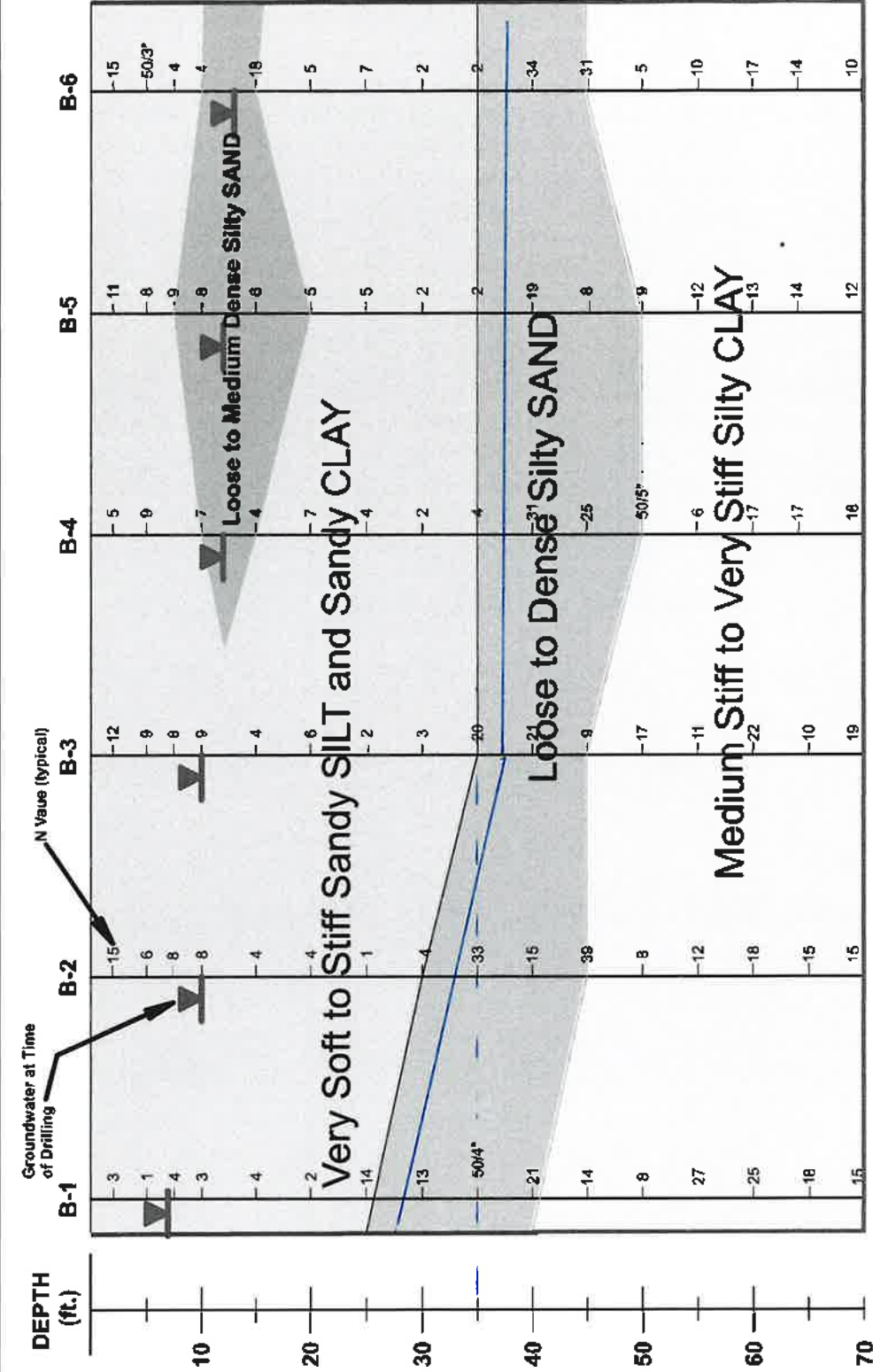
Boring Logs



General Subsurface Profile

Bayou Bernard Seaway Bulkhead
Biloxi, Mississippi

DATE	8/14/2020	PROJECT NO.	220070
DRAWN BY:	RAK	SHEET	3 of 3



NOTE:
This general subsurface profile was prepared for illustrative purposes only and may not represent all conditions at the site. Actual strata changes may be gradual.



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PROJECT Bayou Bernard Seaway Bulkhead

BECC PROJECT NO. 220070

BORING NUMBER B-1

BORING LOCATION SEE MAP

GEOLOGY Prairie Formation

DATE COMPLETED 9/30/20

GROUND ELEVATION 8 ft

METHOD Hollow Stem Auger

HOLE DIAMETER 6 inches

CONTRACTOR South Brothers Drilling

LOGGED BY J. Greer

REVIEWED BY R. Rhinehart

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
0	0							20 40 60 80						
	5			Soft to Very Soft, Reddish Orange Sandy CLAY	SS 1		3-2-1 (3)		14.3					
	5				SS 2		1-0-1 (1)							
	5			Soft, Tan Sandy CLAY	SS 3		2-2-2 (4)		21.6					
	0				SS 4		2-1-2 (3)		19.2					
	10				SS 5		2-2-2 (4)							
	-5				SS 6		1-1-1 (2)		39.6					
	15			Very Soft, Gray Silty CLAY	SS 7		5-6-8 (14)							
	-10				SS 8		2-4-9 (13)		20.3					
	20			Stiff, Gray Silty CLAY	SS 9		9-50/4+ (100+)							
	-15													
	25			Medium Dense, Gray Silty SAND										
	-20													
	30			Very Dense, Gray Silty SAND										
	-25													
	35													



Groundwater Encountered @ 7' at Time of Drilling

(Continued Next Page)

BORING NUMBER - B-1
PAGE 1 OF 2



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ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
35								20 40 60 80						
-30				Medium Dense, Gray Silty SAND with Trace of Gravel	SS 10		10-10-11 (21)	▲	25.1					
-40				Stiff to Medium Stiff, Blue Gray Silty Clay	SS 11		5-6-8 (14)	▲						
-45					SS 12		4-4-4 (8)	▲	56.4					
-50				Very Stiff to Stiff, Blue Gray Silty CLAY	SS 13		8-11-16 (27)	▲						
-55					SS 14		7-11-14 (25)	▲	33.4					
-60					SS 15		7-8-10 (18)	▲						
-65					SS 16		6-7-8 (15)	▲	26.0					
-70														

Soil boring terminated at 70.0 feet



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PROJECT Bayou Bernard Seaway Bulkhead

BECC PROJECT NO. 220070

BORING NUMBER B-2

BORING LOCATION SEE MAP

GEOLOGY Prairie Formation

DATE COMPLETED 9/30/20 GROUND ELEVATION 10 ft

METHOD Hollow Stem Auger HOLE DIAMETER 6 inches

CONTRACTOR South Brothers Drilling

LOGGED BY J. Greer REVIEWED BY R. Rhinehart



ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (ROD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
10	0							20 40 60 80						
				Stiff to Medium Stiff, Orange Sandy CLAY	SS 1		3-5-10 (15)							
					SS 2		2-3-3 (6)		19.6					
5	5				SS 3		3-4-4 (8)							
					SS 4		3-4-4 (8)		19.5					
0	10													
			CL-ML	Stiff, Olive Gray Silty CLAY	SH 1		-		19.0	24	4	71.0		
				Soft, Orange Sandy CLAY	SS 5		2-2-2 (4)							
-5	15													
			CL-ML	Soft, White Sandy SILT	SS 6		2-2-2 (4)		22.2	24	5	78.1		
-10	20													
				Very Soft to Soft, Gray CLAY	SS 7		1-0-1 (1)							
-15	25													
					SS 8		2-3-1 (4)		78.2					
-20	30													
				Dense, Gray Silty SAND	SS 9		10-14-19 (33)							
-25	35													



Groundwater Encountered @ 9' at Time of Drilling

(Continued Next Page)

BORING NUMBER - B-2
PAGE 1 OF 2



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ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
-25	35							20 40 60 80						
				Medium Dense to Dense, Gray Silty SAND	SS 10		5-6-9 (15)	▲	26.7			47.5		
					SS 11		12-19-20 (39)	▲						
-30	40													
				Medium Stiff to Stiff, Blue Gray Silty CLAY	SS 12		4-4-4 (8)	▲	31.6					
					SS 13		4-5-7 (12)	▲						
-35	45													
				Very Stiff to Stiff, Blue Gray Silty CLAY	SS 14		5-8-10 (18)	▲	64.5					
					SS 15		4-6-9 (15)	▲						
-40	50													
					SS 16		4-6-9 (15)	▲	26.5					
-45	55													
-50	60													
-55	65													
-60	70													

Soil boring terminated at 70.0 feet



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PROJECT Bayou Bernard Seaway Bulkhead

BECC PROJECT NO. 220070 BORING NUMBER B-3

BORING LOCATION SEE MAP

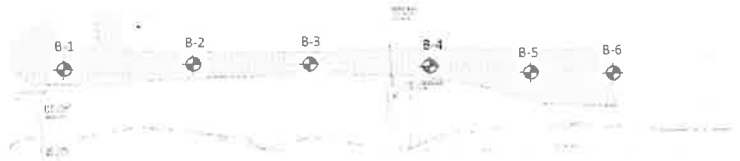
GEOLOGY Praire Formation

DATE COMPLETED 9/30/20 GROUND ELEVATION 10 ft

METHOD Hollow Stem Auger HOLE DIAMETER 6 inches

CONTRACTOR South Brothers Drilling

LOGGED BY J. Greer REVIEWED BY R. Rhinehart



ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
10	0							20 40 60 80						
			CL	Soft, Red Orange CLAY	SS 1		-							
				Stiff to Medium Stiff, Red Orange Sandy CLAY	SS 2		2-4-5 (9)	▲	20.9	42	23	73.1		
5	5				SS 3		3-4-4 (6)	▲						
					SS 4		4-4-5 (9)	▲	18.2					
0	10			Soft, White Clayey SILT	SS 5		1-2-2 (4)	▲						
-5	15			Medium Stiff, Tan CLAY w/ Trace of Organics	SS 6		2-3-3 (6)	▲	24.8					
-10	20			Very Soft to Soft, Gray CLAY	SS 7		1-1-1 (2)	▲						
-15	25				SS 8		1-1-2 (3)	▲	35.4					
-20	30			Very Stiff, Gray CLAY	SS 9		6-9-11 (20)	▲						
-25	35													



Groundwater Encountered @ 9' at Time of Drilling

(Continued Next Page)

BORING NUMBER - B-3
PAGE 1 OF 2



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ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (ROD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
-25	35							20 40 60 80						
				Medium Dense to Loose, Gray Silty SAND	SS 10		6-8-12 (21)	▲	22.3					
					SS 11		4-4-5 (9)	▲						
				Very Stiff to Stiff, Blue Gray Silty CLAY	SS 12		6-8-9 (17)	▲	25.3					
					SS 13		4-8-5 (11)	▲						
					SS 14		8-10-12 (22)	▲	28.8					
					SS 15		8-8-4 (10)	▲						
					SS 16		5-8-11 (19)	▲	25.7					
-60	70			Soil boring terminated at 70.0 feet										



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PROJECT Bayou Bernard Seaway Bulkhead

BECC PROJECT NO. 220070 BORING NUMBER B-4

BORING LOCATION SEE MAP

GEOLOGY Praire Formation

DATE COMPLETED 9/30/20 GROUND ELEVATION 12 ft

METHOD Hollow Stem Auger HOLE DIAMETER 6 inches

CONTRACTOR South Brothers Drilling

LOGGED BY J. Greer REVIEWED BY R. Rhinehart



ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
0	0							20 40 60 80						
10	10		CL	Medium Stiff, Olive Sandy CLAY	SS 1		3-2-3 (5)							
5	5			Stiff to Medium Stiff, Red Orange Sandy CLAY	SS 2		6-5-4 (9)		26.5					
5	5				SH 1		-		18.0	39	15	56.2		
10	10				SS 3		2-3-4 (7)		19.1					
0	0		ML	Very Loose, White Orange Clayey SAND	SH 2		-		16.9			38.1	▽	Groundwater Encountered @ 11' at Time of Drilling
15	15				SS 5		4-2-2 (4)							
-5	-5			Medium Stiff, White Clayey SILT	SS 6		2-3-4 (7)		21.4	21	1	92.7		
20	20													
-10	-10			Soft to Very Soft, Gray CLAY	SS 7		2-3-1 (4)							
25	25													
-15	-15				SS 8		1-1-1 (2)		37.3					
30	30													
-20	-20				SS 9		1-2-2 (4)							
35	35													

(Continued Next Page)

BORING NUMBER - B-4
PAGE 1 OF 2



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ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
35								20 40 60 80						
-25				Dense to Medium Dense, Gray Silty SAND	SS 10		10-14-17 (31)	▲	17.2					
-40					SS 11		4-12-13 (25)	▲						
-30				Very Dense, Gray Silty SAND	SS 12		50/5- (100+)	▲	16.8					
-45				Medium Stiff, Blue Gray Silty CLAY	SS 13		2-2-4 (6)	▲						
-50				Very Stiff, Blue Gray CLAY	SS 14		5-7-10 (17)	▲	29.8					
-55					SS 15		6-6-11 (17)	▲						
-60					SS 16		5-8-10 (18)	▲	34.3					
-65														
-70														

Soil boring terminated at 70.0 feet



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PROJECT Bayou Bernard Seaway Bulkhead

BECC PROJECT NO. 220070 BORING NUMBER B-5

BORING LOCATION SEE MAP

GEOLOGY Praire Formation

DATE COMPLETED 9/30/20 GROUND ELEVATION 12 ft

METHOD Hollow Stem Auger HOLE DIAMETER 6 inches

CONTRACTOR South Brothers Drilling

LOGGED BY J. Greer REVIEWED BY R. Rhinehart



ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
0	0							20 40 60 80						
10	10			Stiff to Medium Stiff, Red Sandy CLAY	SS 1		5-5-5 (11)	▲	6.5					
5	5				SS 2		4-4-4 (8)	▲						
5	5				SS 3		4-4-5 (9)	▲	13.4					
10	10			Loose, Red Clayey SAND	SS 4		2-4-4 (8)	▲						
0	0		SC-SM		SH 1		-		15.4	21	4	30.5	▽	Groundwater Encountered @ 11' at Time of Drilling
15	15				SS 5		4-3-3 (6)	▲	16.5					
-5	5				SS 6		3-2-3 (5)	▲						
20	20													
-10	10			Medium Stiff, Gray Sandy CLAY	SS 7		4-3-2 (5)	▲	25.5					
25	25													
-15	15		ML	Very Soft, Gray Clayey SILT	SS 8		1-1-1 (2)	▲	32.6	31	8	93.7		
30	30													
-20	20			Very Soft, Gray CLAY	SS 9		1-1-1 (2)	▲	41.8					
35	35													

(Continued Next Page)

BORING NUMBER - B-5
PAGE 1 OF 2



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ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
35								20 40 60 80						
-25				Medium Dense to Loose, Gray Silty SAND with trace of shell fragments	SS 10		6-8-9 (18)							
-30					SS 11		4-3-5 (8)		15.7					
-36					SS 12		4-4-5 (9)							
-40				Stiff, Blue Gray Silty CLAY	SS 13		4-5-7 (12)		25.8					
-45					SS 14		4-5-8 (13)							
-50					SS 15		4-5-9 (14)		26.2					
-55					SS 16		3-5-7 (12)							
-60														
-65														
-70														

Soil boring terminated at 70.0 feet



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360 Industrial Lane
Birmingham AL
Telephone: 2059411119

PROJECT Bayou Bernard Seaway Bulkhead

BECC PROJECT NO. 220070

BORING NUMBER B-6

BORING LOCATION SEE MAP

GEOLOGY Prairie Formation

DATE COMPLETED 9/30/20

GROUND ELEVATION 13 ft

METHOD Hollow Stem Auger

HOLE DIAMETER 6 inches

CONTRACTOR South Brothers Drilling

LOGGED BY J. Greer

REVIEWED BY R. Rhinehart



ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
0								20 40 60 80						
	10			Medium Stiff, Dark Gray CLAY	SS 1		5-8-7 (15)							
	5			Soft, Black CLAY with Rock Fragments	SS 2		50/3- (100+)	16.7						Sample 2 N-value exaggerated due to rock fragments
	5			Soft, Olive Sandy CLAY	SS 3		2-2-2 (4)							
	10				SS 4		2-2-2 (4)	17.3						
	0		SC	Medium Dense, Tan Clayey SAND	SH 1		-	14.0	24	9	43.9			
	15				SS 5		6-8-10 (18)							Groundwater Encountered @ 12' at Time of Drilling
	-5			Medium Stiff, Tan Sandy CLAY	SS 6		3-3-2 (5)	14.2						
	20				SS 7		4-4-3 (7)							
	-10				SS 8		1-1-1 (2)	29.5						
	25			Very Soft, Gray CLAY w/ Trace Organics	SS 9		1-1-1 (2)							
	-16													
	30													
	-20													
	35													

(Continued Next Page)

BORING NUMBER - B-6
PAGE 1 OF 2



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Birmingham AL
Telephone: 2059411119

ELEVATION (ft)	DEPTH (ft)	GRAPHIC LOG	UNIFIED CLASSIFICATION	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (ROD)	BLOW COUNTS (N VALUE)	▲ SPT N VALUE ▲	MOISTURE CONTENT (%)	LIQUID LIMIT	PLASTICITY INDEX	FINES CONTENT (%)	WATER LEVEL	NOTES
35								20 40 60 80						
-25	40			Dense, Gray Silty SAND	SS 10		10-16-18 (34)	▲	20.3					
-30	45				SS 11		17-14-17 (31)	▲						
-35	50			Medium Stiff to Stiff, Blue Gray Silty CLAY	SS 12		2-2-3 (5)	▲	30.8					
-40	55				SS 13		3-4-6 (10)	▲						
-45	60		CL	Very Stiff to Stiff, Blue Gray Silty CLAY	SS 14		6-8-9 (17)	▲	32.4	41	25	99.6		
-50	65				SS 15		2-6-8 (14)	▲						
-55	70				SS 16		3-5-6 (10)	▲	18.1					

Soil boring terminated at 70.0 feet

APPENDIX C

Geotechnical Lab Summary Laboratory Test Results

2

GEOTECHNICAL LAB SUMMARY

Project Name: Bayou Bernard Seaway Bulkhead
BECC Project No.: 220070

Boring	Sample		Percent Passing #200 Sieve	Moisture (%)	Atterberg Limits			D60 Grain Size (mm)	Unconfined Compression (psf)	Shear Strength (psf)	Effective Shear Strength (psf)	Effective Friction Angle (degrees)	Unified Soil Classification
	Start Depth (ft.)	End Depth (ft.)			LL	PL	PI						
B-1	1.0	2.5	---	14.3	---	---	---	---	---	---	---	---	---
B-1	6.5	7.5	---	21.6	---	---	---	---	---	---	---	---	---
B-1	8.5	10.0	---	19.2	---	---	---	---	---	---	---	---	---
B-1	18.5	20.0	---	39.6	---	---	---	---	---	---	---	---	---
B-1	28.5	30.0	---	20.3	---	---	---	---	---	---	---	---	---
B-1	38.0	40.0	---	25.1	---	---	---	---	---	---	---	---	---
B-1	48.5	50.0	---	56.4	---	---	---	---	---	---	---	---	---
B-1	58.5	60.0	---	33.4	---	---	---	---	---	---	---	---	---
B-1	68.5	70.0	---	28.2	---	---	---	---	---	---	---	---	---
B-2	3.5	5.0	---	19.6	---	---	---	---	---	---	---	---	---
B-2	8.5	10.0	---	19.5	---	---	---	---	---	---	---	---	---
B-2	10.0	12.0	71.0	18.0	24	20	4	---	1941	971	---	---	ML-CL
B-2	18.5	20.0	78.1	22.2	24	19	5	---	---	---	---	---	CL
B-2	28.5	30.0	---	78.2	---	---	---	---	---	---	---	---	---
B-2	38.5	40.0	47.5	26.7	NP	NP	NP	0.1800	---	---	---	---	SM
B-2	48.5	50.0	---	31.6	---	---	---	---	---	---	---	---	---
B-2	58.5	60.0	---	34.5	---	---	---	---	---	---	---	---	---
B-2	68.5	70.0	---	26.5	---	---	---	---	---	---	---	---	---
B-3	3.5	5.0	73.1	20.9	42	19	23	---	---	---	---	---	CL
B-3	8.5	10.0	---	18.2	---	---	---	---	---	---	---	---	---
B-3	18.5	20.0	---	24.8	---	---	---	---	---	---	---	---	---
B-3	28.5	30.0	---	35.4	---	---	---	---	---	---	---	---	---
B-3	38.5	40.0	---	22.3	---	---	---	---	---	---	---	---	---
B-3	48.5	50.0	---	25.3	---	---	---	---	---	---	---	---	---
B-3	58.5	60.0	---	28.8	---	---	---	---	---	---	---	---	---
B-3	68.5	70.0	---	25.7	---	---	---	---	---	---	---	---	---
B-4	3.5	5.0	---	26.5	---	---	---	---	---	---	---	---	---
B-4	6.0	8.0	56.2	18.0	39	24	15	0.0851	---	---	407	30.6	CL
B-4	8.5	10.0	---	19.1	---	---	---	---	---	---	---	---	---
B-4	10.0	12.0	38.1	16.9	NP	NP	NP	0.1199	1137	566	---	---	SM
B-4	18.5	20.0	92.7	21.4	21	20	1	---	---	---	---	---	CL
B-4	28.5	30.0	---	37.3	---	---	---	---	---	---	---	---	---
B-4	38.5	40.0	---	17.2	---	---	---	---	---	---	---	---	---
B-4	48.5	50.0	---	16.8	---	---	---	---	---	---	---	---	---
B-4	58.5	60.0	---	29.8	---	---	---	---	---	---	---	---	---
B-4	68.5	70.0	---	34.3	---	---	---	---	---	---	---	---	---

NP = Non-Plastic

GEOTECHNICAL LAB SUMMARY

Project Name: Bayou Bernard Seaway Bulkhead
 BECC Project No.: 220070

Boring	Sample		Percent Passing #200 Sieve	Moisture (%)	Atterberg Limits			D60 Grain Size (mm)	Unconfined Compression (psf)	Effective Shear Strength (psf)	Effective Friction Angle (degrees)	Shear Strength (psf)	Unified Soil Classification
	Start Depth (ft.)	End Depth (ft.)			LL	PL	PI						
B-5	1.0	2.5	---	6.5	---	---	---	---	---	---	---	---	---
B-5	6.5	7.0	---	13.4	---	---	---	---	---	---	---	---	---
B-5	11.0	13.0	30.5	15.4	21	17	4	0.1426	1181	---	---	591	SM-SC
B-5	13.5	15.0	---	16.5	---	---	---	---	---	---	---	---	---
B-5	23.5	25.0	---	25.5	---	---	---	---	---	---	---	---	---
B-5	28.5	30.0	93.7	32.6	31	23	8	---	---	---	---	---	ML
B-5	33.5	35.0	---	41.8	---	---	---	---	---	---	---	---	---
B-5	43.5	50.0	---	15.7	---	---	---	---	---	---	---	---	---
B-5	53.5	55.0	---	25.8	---	---	---	---	---	---	---	---	---
B-5	63.5	65.0	---	28.2	---	---	---	---	---	---	---	---	---
B-6	3.5	5.0	---	16.7	---	---	---	---	---	---	---	---	---
B-6	8.5	10.0	---	17.3	---	---	---	---	---	---	---	---	---
B-6	10.0	12.0	43.9	14.0	24	15	9	0.1104	2189	---	---	1094	SC
B-6	13.5	15.0	---	14.2	---	---	---	---	---	---	---	---	---
B-6	28.5	30.0	---	29.5	---	---	---	---	---	---	---	---	---
B-6	38.5	40.0	---	203.0	---	---	---	---	---	---	---	---	---
B-6	46.5	50.0	---	30.8	---	---	---	---	---	---	---	---	---
B-6	58.5	60.0	99.8	32.4	41	16	25	---	---	---	---	---	CL
B-6	68.5	70.0	---	18.1	---	---	---	---	---	---	---	---	---



Bayou Bernard Seaway Bulkhead

360 Industrial Ln | Birmingham, AL 35211
Ph. (205) 941-1119 | Fax (205) 941-1198

Grain Size Analysis of Aggregate - ASTM C136

NOTE: This report is provided only for the exclusive use of BECC's client of record and may not be relied upon by any third party.

Report No.: AGS- 1

Project Name: Bayou Bernard Seaway Bulkhead
Project Number: 220070
Client: Machado | Patano
Client Representative: David J. Machado

Report Date: 10/16/2020
Date Sample Received: 10/1/2020
Date Sample Tested: 10/15/2020
Lab Sample No.: G205103

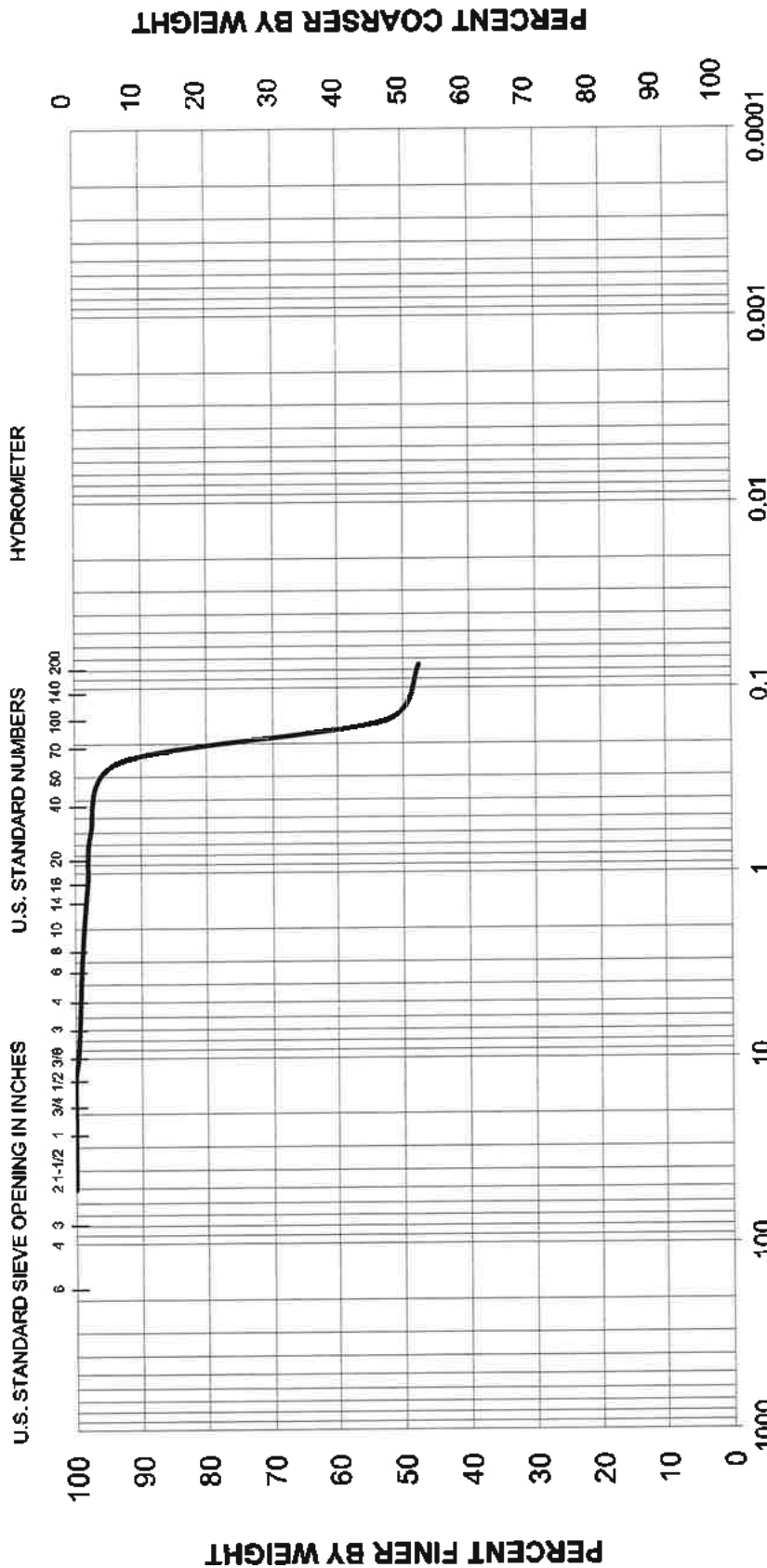
Sample Description: Gray Silty SAND
Sample Location: B-2/ 38.5'-40'
Total Dry Sample Weight (g): 356.16

Sieve No.	Sieve Size (mm)	Weight Retained (g)		Percent Coarser	Percent Finer	Limit Requirements	
		Sieve	Total			Min	Max
2 in	50.8	0.00	0.00	0.0	100.0		
1.5 in	38.1	0.00	0.00	0.0	100.0		
1 in	25.4	0.00	0.00	0.0	100.0		
3/4 in	19.05	0.00	0.00	0.0	100.0		
1/2 in	12.7	0.00	0.00	0.0	100.0		
3/8 in	9.525	1.46	1.46	0.4	99.6		
No. 4	4.75	1.32	2.78	0.8	99.2		
No. 10	2	1.88	4.66	1.3	98.7		
No. 16	1.18	2.18	6.84	1.9	98.1		
No. 30	0.6	1.74	8.58	2.4	97.6		
No. 60	0.25	15.81	24.39	6.8	93.2		
No. 100	0.15	144.53	168.92	47.4	52.6		
No. 200	0.075	17.98	186.90	52.5	47.52		

REMARKS:

BECC Representative: Willie King III
Title: Lab Manager

Respectfully submitted,
BECC, Inc.

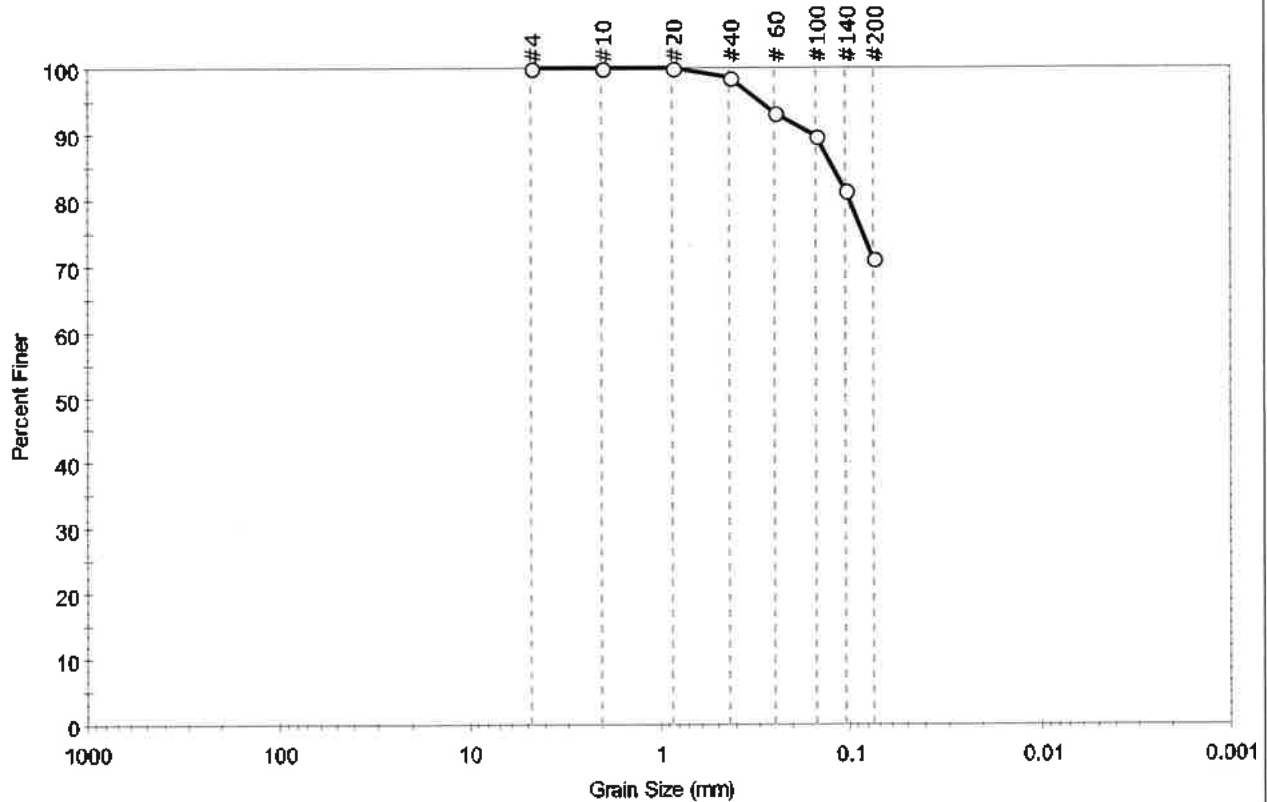


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Project Name: Bayou Bernard Seaway Bulkhead
Project Number: 220070
Client: Machado | Patano
Client Representative: David J. Machado
Report Date: 10/16/2020
Sample Location: B-2/ 38.5'-40'

Client:	BECC, Inc.	Project No:	GTX-312527
Project:	Bayou Bernard Seaway Bulkhead	Tested By:	TL1
Location:		Checked By:	MCM
Boring ID:	B-2	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth :	10-12 ft	Test Id:	316036
Test Comment:	---		
Visual Description:	Moist, olive gray silty clay with sand		
Sample Comment:	---		

Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.0	29.0	71.0

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
#4	4.75	100		
#10	2.00	100		
#20	0.85	100		
#40	0.42	98		
#60	0.25	93		
#100	0.15	90		
#140	0.11	81		
#200	0.075	71		

Coefficients

D ₈₅ = 0.1233 mm	D ₃₀ = N/A
D ₆₀ = N/A	D ₁₅ = N/A
D ₅₀ = N/A	D ₁₀ = N/A
C _u = N/A	C _c = N/A

Classification

ASTM Silty CLAY with Sand (CL-ML)

AASHTO Silty Soils (A-4 (1))

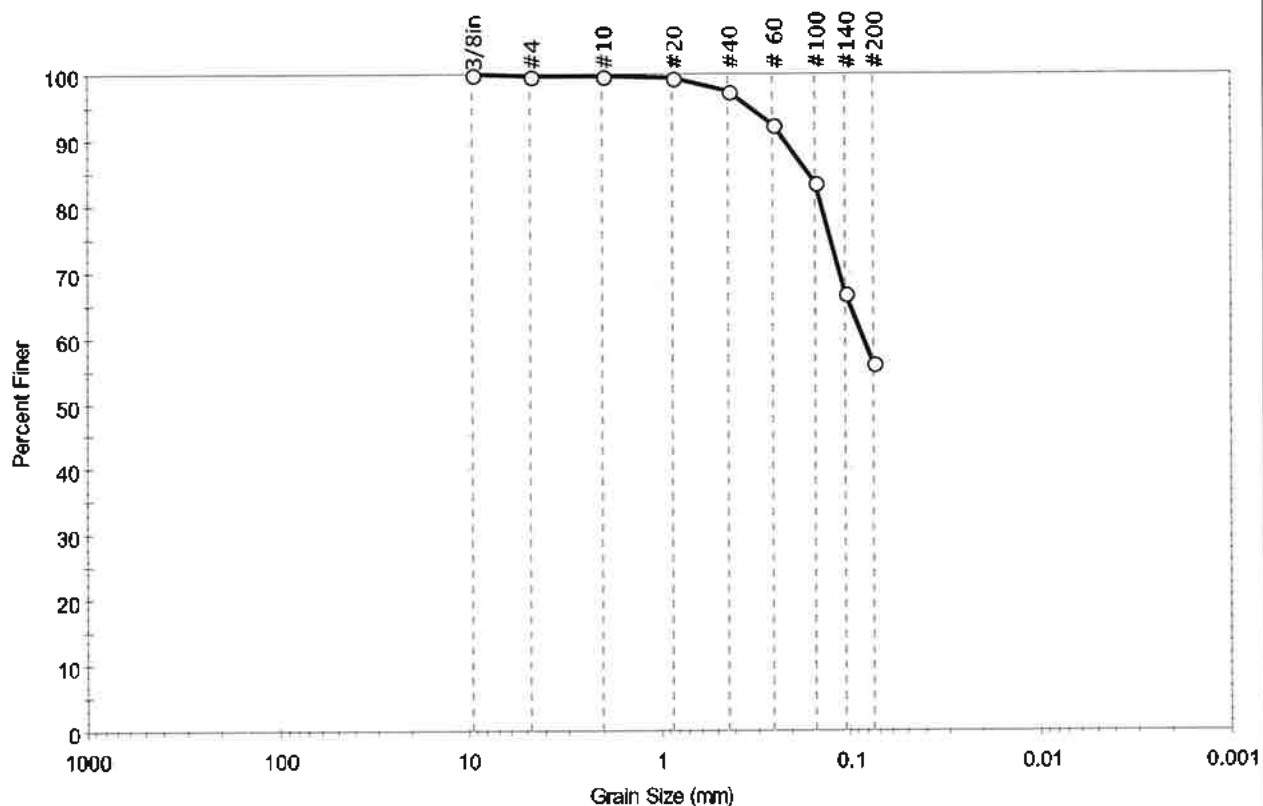
Sample/Test Description

Sand/Gravel Particle Shape : ---

Sand/Gravel Hardness : ---

Client:	BECC, Inc.		
Project:	Bayou Bernard Seaway Bulkhead		
Location:		Project No:	GTX-312527
Boring ID:	B-4	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth:	6-8 ft	Test Id:	316034
Test Comment:	---		
Visual Description:	Moist, olive sandy clay		
Sample Comment:	---		

Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.3	43.5	56.2

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
3/8in	9.50	100		
#4	4.75	100		
#10	2.00	100		
#20	0.85	99		
#40	0.42	97		
#60	0.25	92		
#100	0.15	83		
#140	0.11	67		
#200	0.075	56		

Coefficients

$D_{85} = 0.1642$ mm $D_{30} = \text{N/A}$
 $D_{60} = 0.0851$ mm $D_{15} = \text{N/A}$
 $D_{50} = \text{N/A}$ $D_{10} = \text{N/A}$
 $C_u = \text{N/A}$ $C_c = \text{N/A}$

Classification

ASTM Sandy Lean CLAY (CL)

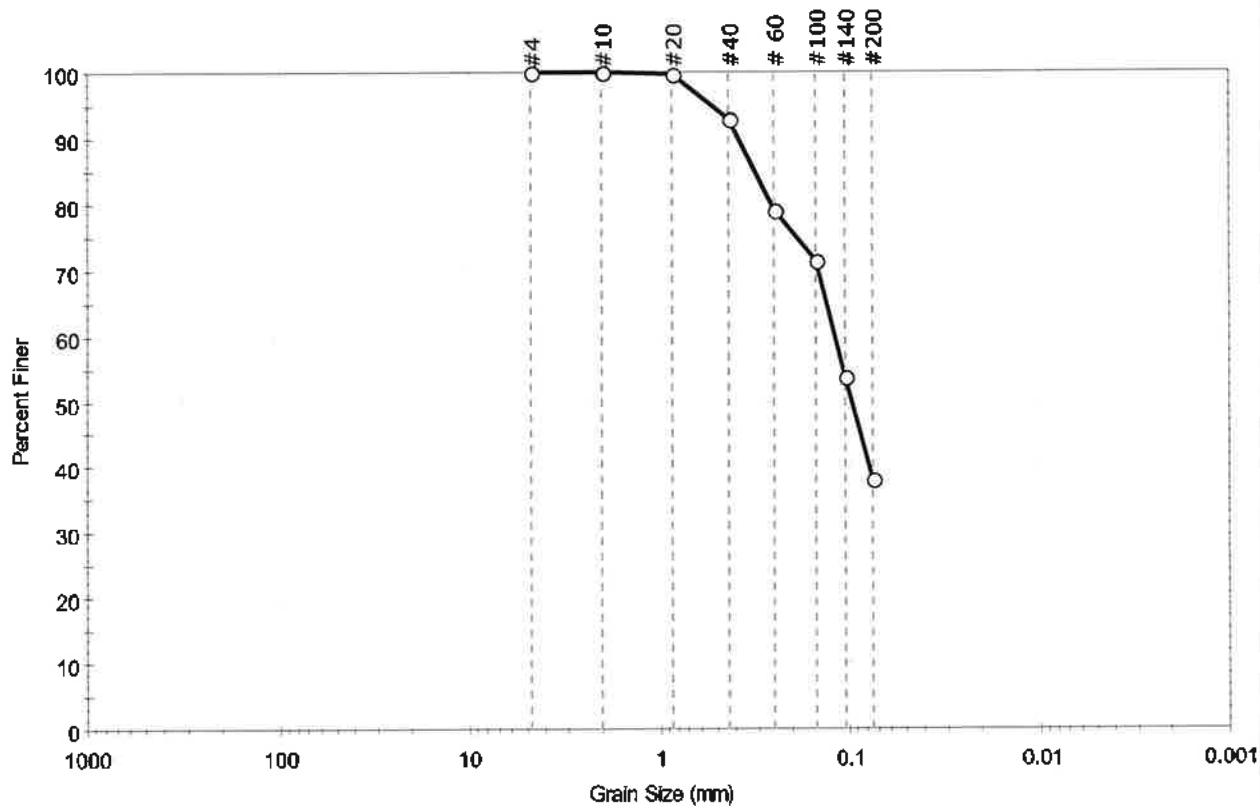
AASHTO Clayey Soils (A-6 (10))

Sample/Test Description

Sand/Gravel Particle Shape : ---
 Sand/Gravel Hardness : ---

Client: BECC, Inc.	Project No: GTX-312527
Project: Bayou Bernard Seaway Bulkhead	Tested By: TL1
Location:	Checked By: MCM
Boring ID: B-4	Sample Type: tube
Sample ID: ---	Test Date: 10/21/20
Depth: 10-12 ft	Test Id: 316035
Test Comment: ---	
Visual Description: Moist, reddish yellow silty sand	
Sample Comment: ---	

Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.0	61.9	38.1

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
#4	4.75	100		
#10	2.00	100		
#20	0.85	100		
#40	0.42	93		
#60	0.25	79		
#100	0.15	71		
#140	0.11	54		
#200	0.075	38		

Coefficients

D ₈₅ = 0.3152 mm	D ₃₀ = N/A
D ₆₀ = 0.1199 mm	D ₁₅ = N/A
D ₅₀ = 0.0976 mm	D ₁₀ = N/A
C _u = N/A	C _c = N/A

Classification

ASTM Silty SAND (SM)

AASHTO Silty Soils (A-4 (0))

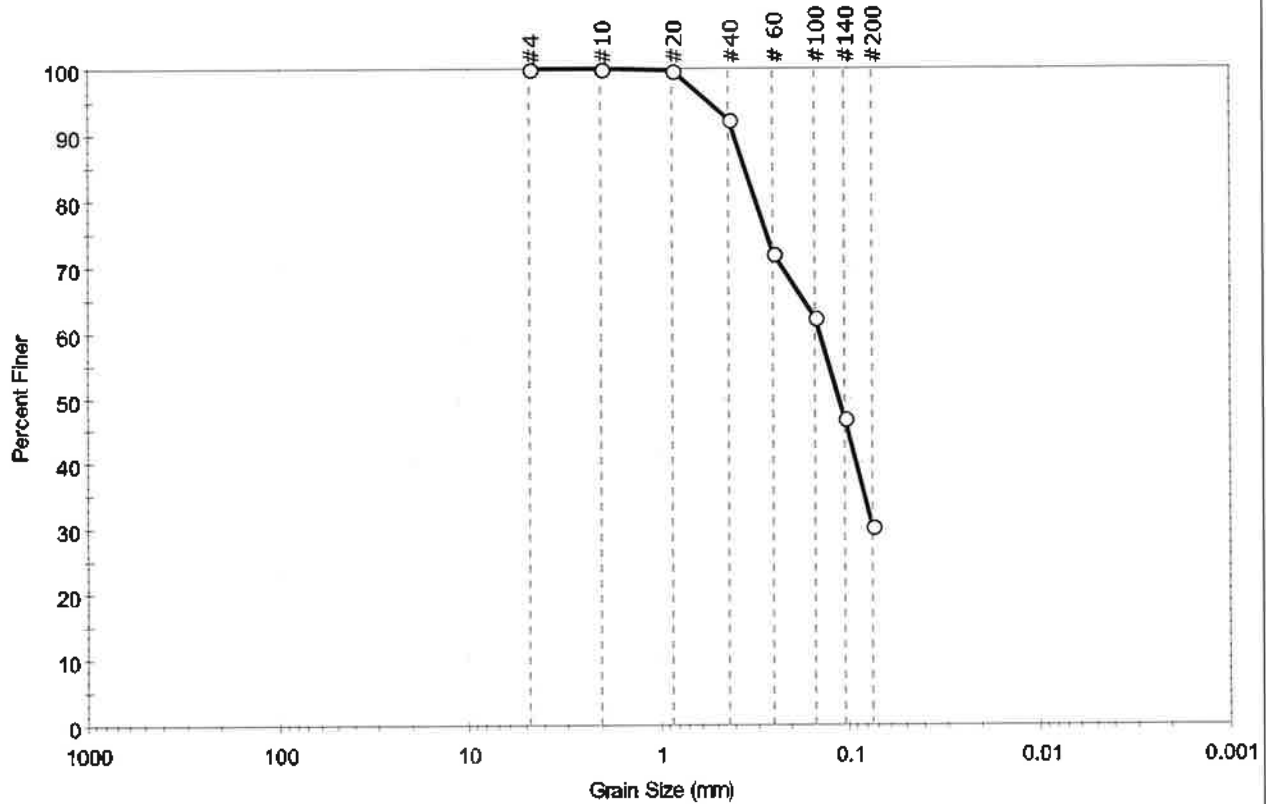
Sample/Test Description

Sand/Gravel Particle Shape : ---

Sand/Gravel Hardness : ---

Client:	BECC, Inc.	Project No:	GTX-312527
Project:	Bayou Bernard Seaway Bulkhead	Tested By:	TL1
Location:		Checked By:	MCM
Boring ID:	B-5	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth:	11-13 ft	Test Id:	316037
Test Comment:	---		
Visual Description:	Moist, olive yellow and gray silty clayey sand		
Sample Comment:	---		

Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.0	69.5	30.5

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
#4	4.75	100		
#10	2.00	100		
#20	0.85	100		
#40	0.425	92		
#60	0.25	72		
#100	0.15	62		
#140	0.106	47		
#200	0.075	30		

Coefficients

D ₈₅ = 0.3513 mm	D ₃₀ = N/A
D ₆₀ = 0.1426 mm	D ₁₅ = N/A
D ₅₀ = 0.1139 mm	D ₁₀ = N/A
C _u = N/A	C _c = N/A

Classification

ASTM Silty, Clayey SAND (SC-SM)

AASHTO Silty Gravel and Sand (A-2-4 (0))

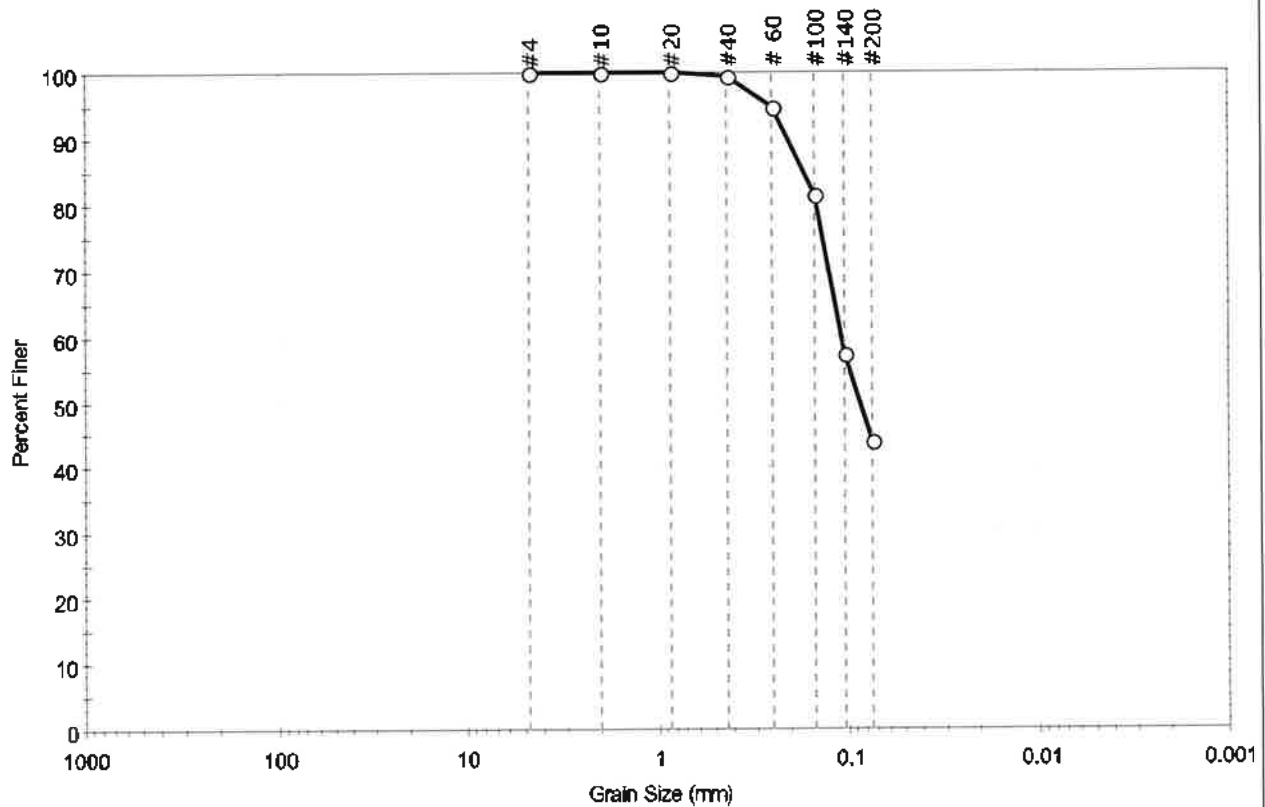
Sample/Test Description

Sand/Gravel Particle Shape : ---

Sand/Gravel Hardness : ---

Client:	BECC, Inc.	Project No:	GTX-312527
Project:	Bayou Bernard Seaway Bulkhead	Tested By:	TL1
Location:		Checked By:	MCM
Boring ID:	B-6	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth:	10-12 ft	Test Id:	316038
Test Comment:	---		
Visual Description:	Moist, pale olive clayey sand		
Sample Comment:	---		

Particle Size Analysis - ASTM D6913



% Cobble	% Gravel	% Sand	% Silt & Clay Size
—	0.0	56.1	43.9

Sieve Name	Sieve Size, mm	Percent Finer	Spec. Percent	Complies
#4	4.75	100		
#10	2.00	100		
#20	0.85	100		
#40	0.42	99		
#60	0.25	95		
#100	0.15	81		
#140	0.11	57		
#200	0.075	44		

Coefficients

D ₈₅ = 0.1727 mm	D ₃₀ = N/A
D ₆₀ = 0.1104 mm	D ₁₅ = N/A
D ₅₀ = 0.0879 mm	D ₁₀ = N/A
C _u = N/A	C _c = N/A

Classification

ASTM Clayey SAND (SC)

AASHTO Silty Soils (A-4 (1))

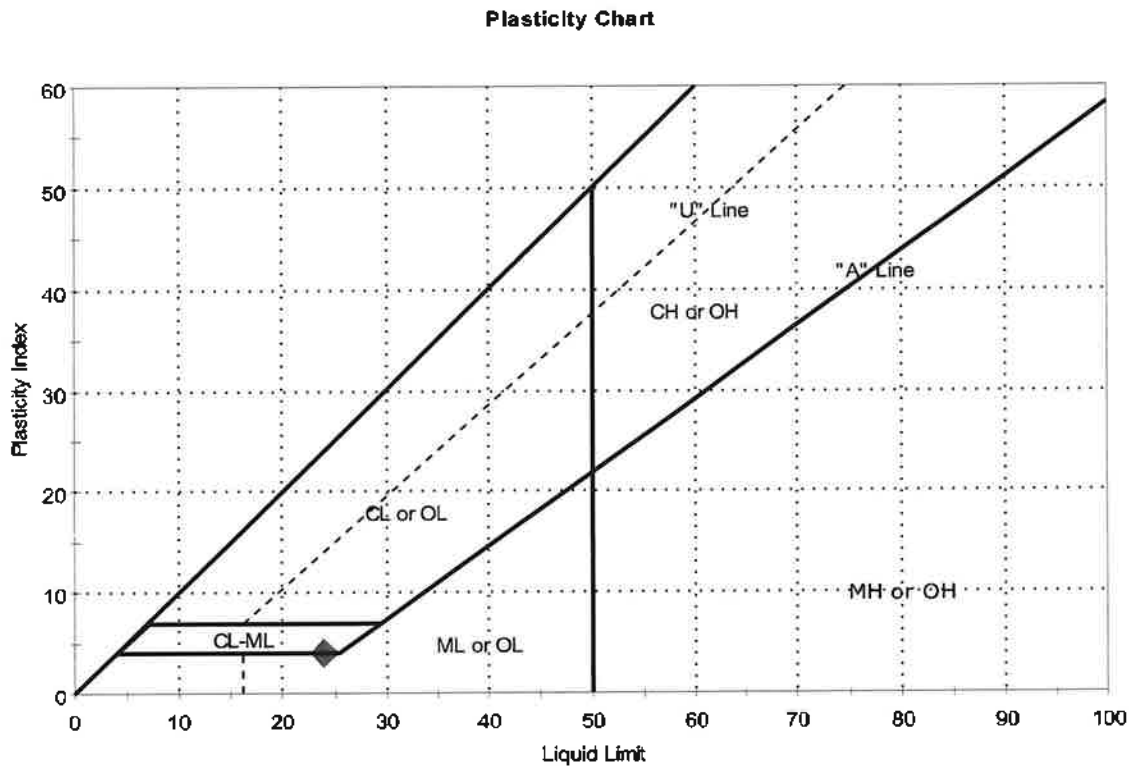
Sample/Test Description

Sand/Gravel Particle Shape : ---

Sand/Gravel Hardness : ---

Client:	BECC, Inc.	Project No:	GTX-312527
Project:	Bayou Bernard Seaway Bulkhead	Tested By:	twb
Location:		Checked By:	MCM
Boring ID:	B-2	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth :	10-12 ft	Test Id:	315702
Test Comment:	---		
Visual Description:	Moist, olive gray silty clay with sand		
Sample Comment:	---		

Atterberg Limits - ASTM D4318



Symbol	Sample ID	Boring	Depth	Natural Moisture Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Liquidity Index	Soil Classification
◆	---	B-2	10-12 ft	19	24	20	4	-0.2	Silty CLAY with Sand (CL-ML)

Sample Prepared using the WET method

2% Retained on #40 Sieve

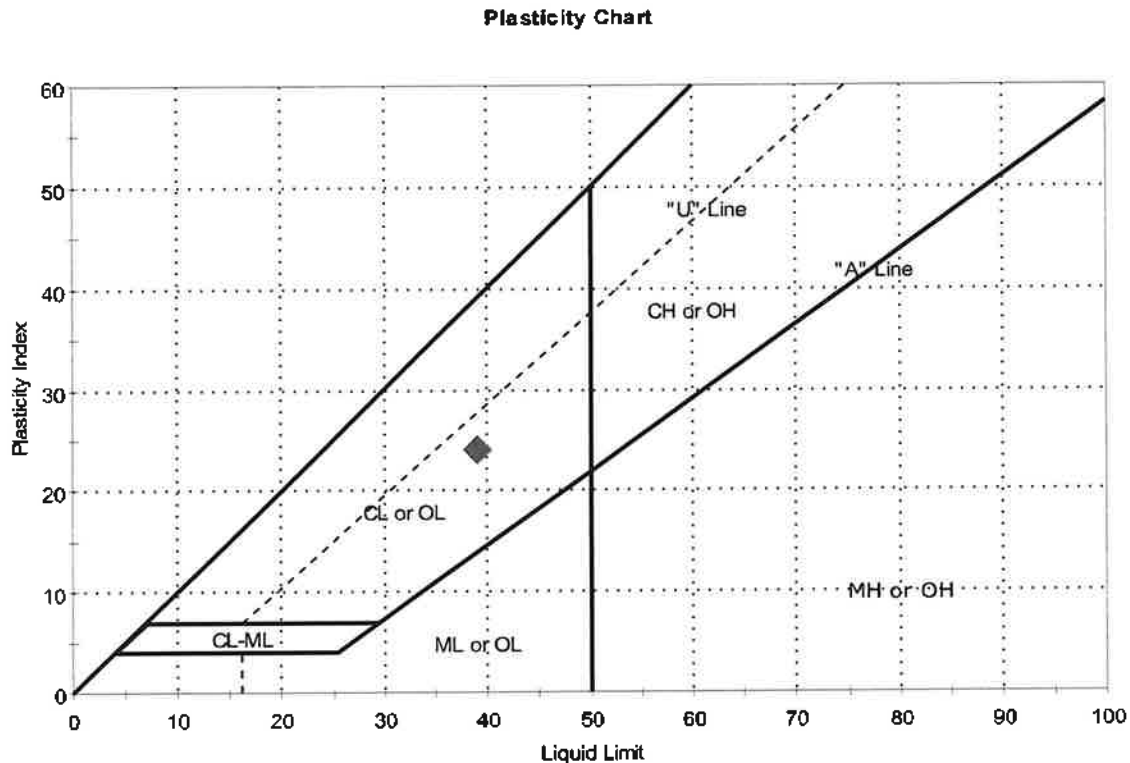
Dry Strength: MEDIUM

Dilatancy: SLOW

Toughness: LOW

Client:	BECC, Inc.	Project No:	GTX-312527
Project:	Bayou Bernard Seaway Bulkhead	Tested By:	twh
Location:		Checked By:	MCM
Boring ID:	B-4	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth:	6-8 ft	Test Id:	315700
Test Comment:	---		
Visual Description:	Moist, olive sandy clay		
Sample Comment:	---		

Atterberg Limits - ASTM D4318



Symbol	Sample ID	Boring	Depth	Natural Moisture Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Liquidity Index	Soil Classification
◆	---	B-4	6-8 ft	18	39	15	24	0.1	Sandy Lean CLAY (CL)

Sample Prepared using the WET method

3% Retained on #40 Sieve

Dry Strength: VERY HIGH

Dilatancy: NONE

Toughness: MEDIUM



Client:	BECC, Inc.		
Project:	Bayou Bernard Seaway Bulkhead		
Location:		Project No:	GTX-312527
Boring ID:	B-4	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth :	10-12 ft	Test Id:	315701
Test Comment:	---		
Visual Description:	Moist, reddish yellow silty sand		
Sample Comment:	---		

Atterberg Limits - ASTM D4318

Sample Determined to be non-plastic

Symbol	Sample ID	Boring	Depth	Natural Moisture Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Liquidity Index	Soil Classification
◆	---	B-4	10-12 ft	17	n/a	n/a	n/a	n/a	Silty SAND (SM)

7% Retained on #40 Sieve

Dry Strength: NONE

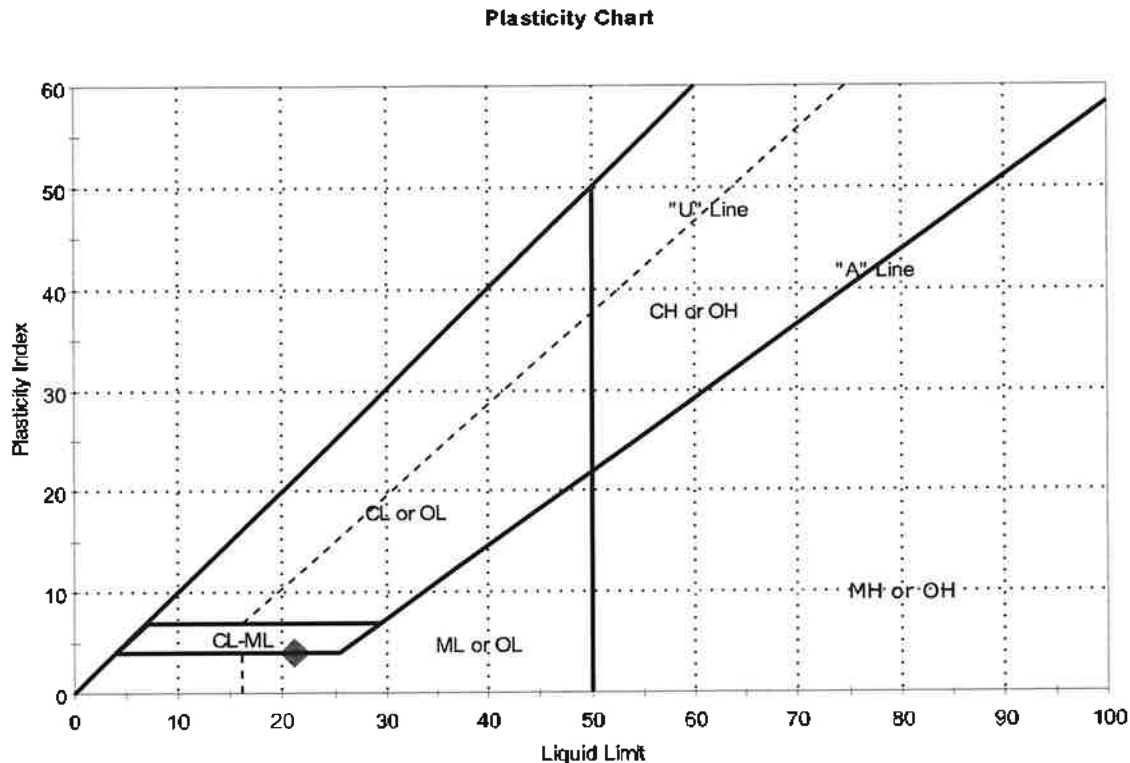
Dilatancy: RAPID

Toughness: n/a

The sample was determined to be Non-Plastic

Client:	BECC, Inc.	Project No:	GTX-312527
Project:	Bayou Bernard Seaway Bulkhead	Tested By:	twh
Location:		Checked By:	MCM
Boring ID:	B-5	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth :	11-13 ft	Test Id:	315703
Test Comment:	---		
Visual Description:	Moist, olive yellow and gray silty clayey sand		
Sample Comment:	---		

Atterberg Limits - ASTM D4318

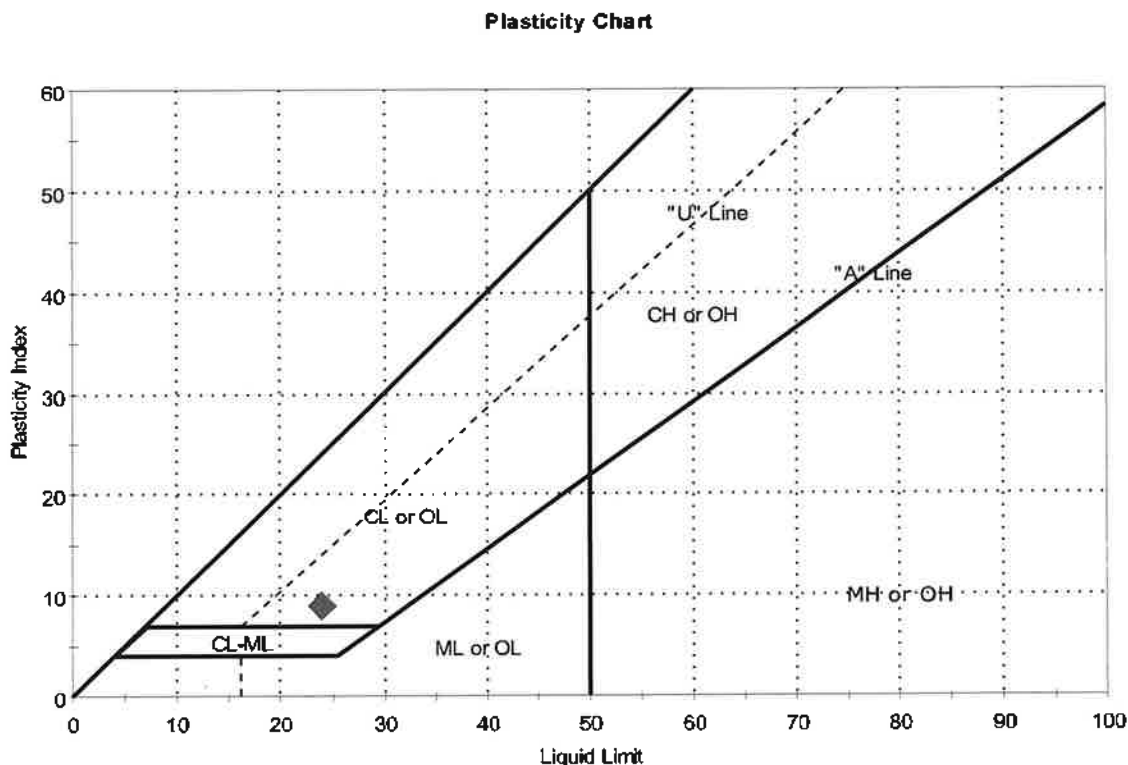


Symbol	Sample ID	Boring	Depth	Natural Moisture Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Liquidity Index	Soil Classification
◆	---	B-5	11-13 ft	15	21	17	4	-0.4	Silty, Clayey SAND (SC-SM)

Sample Prepared using the WET method
 8% Retained on #40 Sieve
 Dry Strength: MEDIUM
 Dilatancy: SLOW
 Toughness: LOW

Client:	BECC, Inc.	Project No:	GTX-312527
Project:	Bayou Bernard Seaway Bulkhead	Tested By:	twh
Location:		Checked By:	MCM
Boring ID:	B-6	Sample Type:	tube
Sample ID:	---	Test Date:	10/21/20
Depth :	10-12 ft	Test Id:	315704
Test Comment:	---		
Visual Description:	Moist, pale olive clayey sand		
Sample Comment:	---		

Atterberg Limits - ASTM D4318



Symbol	Sample ID	Boring	Depth	Natural Moisture Content, %	Liquid Limit	Plastic Limit	Plasticity Index	Liquidity Index	Soil Classification
◆	---	B-6	10-12 ft	14	24	15	9	-0.1	Clayey SAND (SC)

Sample Prepared using the WET method

1% Retained on #40 Sieve

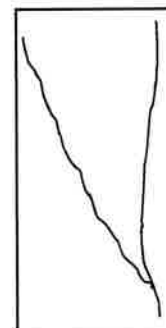
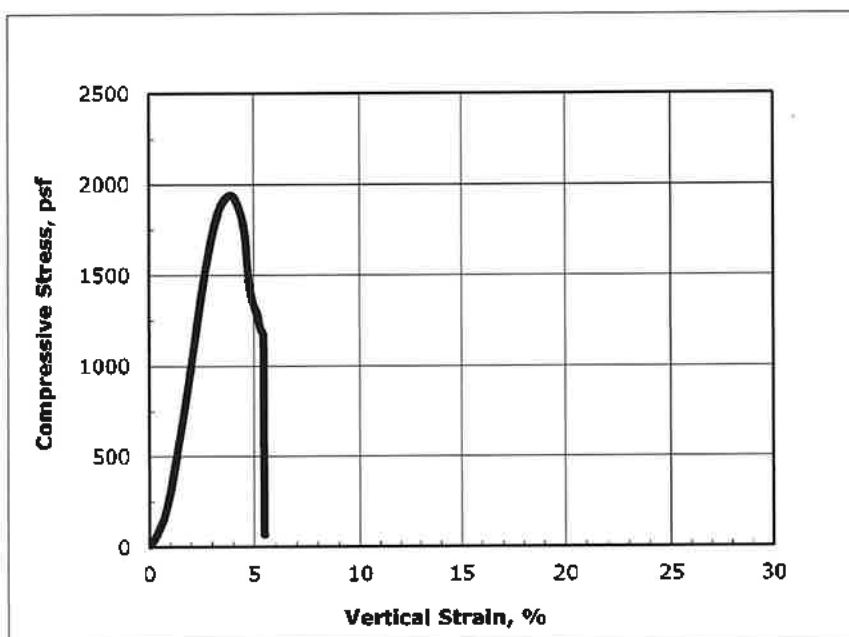
Dry Strength: VERY HIGH

Dilatancy: NONE

Toughness: MEDIUM

Client:	BECC, Inc.
Project Name:	Bayou Bernard Seaway Bulkhead
Project Location:	---
GTX #:	311527
Test Date:	10/21/20
Tested By:	jm
Checked By:	mcm
Boring ID:	B-2
Sample ID:	---
Depth, ft:	10-12
Visual Description:	Moist, olive gray silty clay with sand
Test No.:	UC-1

Unconfined Compressive Strength by ASTM D2166



Failure Sketch

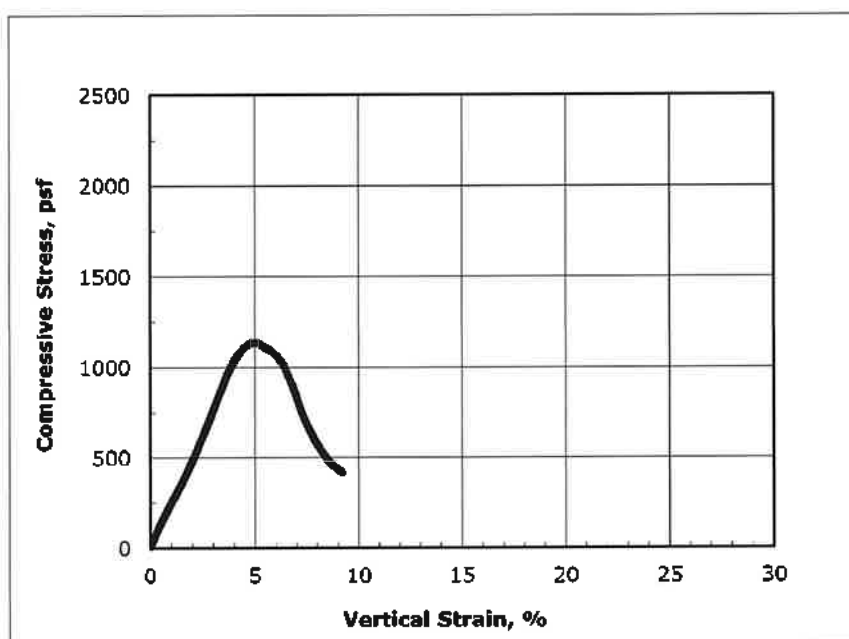
Initial Diameter, in:	2.83	Compressive Strength, psf	1941
Initial Height, in:	6.40	Shear Strength, psf:	<u>971</u>
Height to Diameter Ratio:	2.26	Strain Rate, %/min:	1
Initial Mass, grams:	1398.5	Strain at Failure, %:	3.7
Initial Bulk Density, pcf:	132.3	Sample Type:	Intact
Initial Moisture Content, %:	19.0	Liquid Limit:	24
Initial Dry Density, pcf:	111.1	Plastic Limit:	20
Initial Degree of Saturation:	99.7	Plasticity Index:	4
Initial Void Ratio:	0.52	% Passing #200 sieve:	71
Estimated Specific Gravity:	2.7	Soil Classification:	Silty CLAY with Sand
		Group Symbol:	CL-ML

Notes: Moisture content obtained before shear from sample trimmings
 Moisture Content determined by ASTM D2216
 Atterberg Limits determined by ASTM D4318
 % Passing #200 Sieve determined by ASTM D6913



Client:	BECC, Inc.
Project Name:	Bayou Bernard Seaway Bulkhead
Project Location:	---
GTX #:	311527
Test Date:	10/21/20
Tested By:	jrm
Checked By:	mcm
Boring ID:	B-4
Sample ID:	---
Depth, ft:	10-12
Visual Description:	Moist, reddish yellow silty sand
Test No.:	UC-2

Unconfined Compressive Strength by ASTM D2166



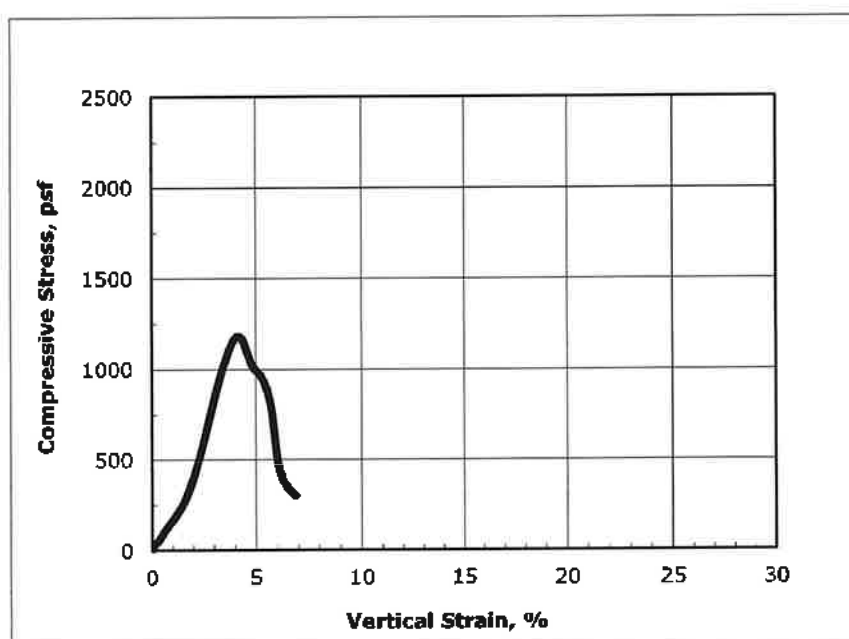
Failure Sketch

Initial Diameter, in:	2.83	Compressive Strength, psf	1137
Initial Height, in:	6.31	Shear Strength, psf:	<u>568</u>
Height to Diameter Ratio:	2.23	Strain Rate, %/min:	1
Initial Mass, grams:	1380.6	Strain at Failure, %:	4.8
Initial Bulk Density, pcf:	132.6	Sample Type:	Intact
Initial Moisture Content, %:	16.9	Liquid Limit:	NP
Initial Dry Density, pcf:	113.3	Plastic Limit:	NP
Initial Degree of Saturation:	94.1	Plasticity Index:	---
Initial Void Ratio:	0.49	% Passing #200 sieve:	38.1
Estimated Specific Gravity:	2.7	Soil Classification:	Silty SAND
		Group Symbol:	SM

Notes: Moisture content obtained before shear from sample trimmings
 Moisture Content determined by ASTM D2216
 Atterberg Limits determined by ASTM D4318
 % Passing #200 Sieve determined by ASTM D6913

Client:	BECC, Inc.
Project Name:	Bayou Bernard Seaway Bulkhead
Project Location:	---
GTX #:	311527
Test Date:	10/21/20
Tested By:	jm
Checked By:	mcm
Boring ID:	B-5
Sample ID:	---
Depth, ft:	11-13
Visual Description:	Moist, olive yellow and gray silty, clayey sand
Test No.:	UC-3

Unconfined Compressive Strength by ASTM D2166



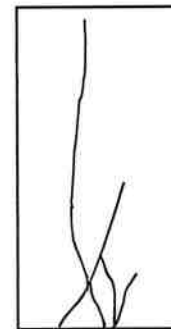
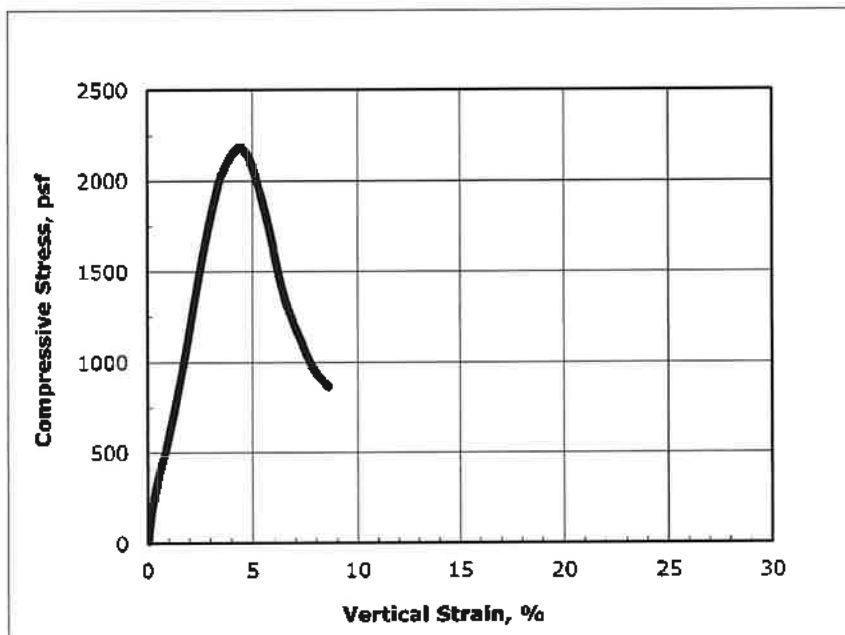
Failure Sketch

Initial Diameter, in:	2.83	Compressive Strength, psf	1181
Initial Height, in:	6.31	Shear Strength, psf:	<u>591</u>
Height to Diameter Ratio:	2.23	Strain Rate, %/min:	1
Initial Mass, grams:	1453.2	Strain at Failure, %:	4.1
Initial Bulk Density, pcf:	132.6	Sample Type:	Intact
Initial Moisture Content, %:	15.4	Liquid Limit:	21
Initial Dry Density, pcf:	114.8	Plastic Limit:	17
Initial Degree of Saturation:	89.2	Plasticity Index:	4
Initial Void Ratio:	0.47	% Passing #200 sieve:	30.5
Estimated Specific Gravity:	2.7	Soil Classification:	Silty, Clayey SAND
		Group Symbol:	SC-SM

Notes: Moisture content obtained before shear from sample trimmings
Moisture Content determined by ASTM D2216
Atterberg Limits determined by ASTM D4318
% Passing #200 Sieve determined by ASTM D6913

Client:	BECC, Inc.
Project Name:	Bayou Bernard Seaway Bulkhead
Project Location:	---
GTX #:	311527
Test Date:	10/21/20
Tested By:	jm
Checked By:	mcm
Boring ID:	B-6
Sample ID:	---
Depth, ft:	10-12
Visual Description:	Moist, pale olive clayey sand
Test No.:	UC-4

Unconfined Compressive Strength by ASTM D2166

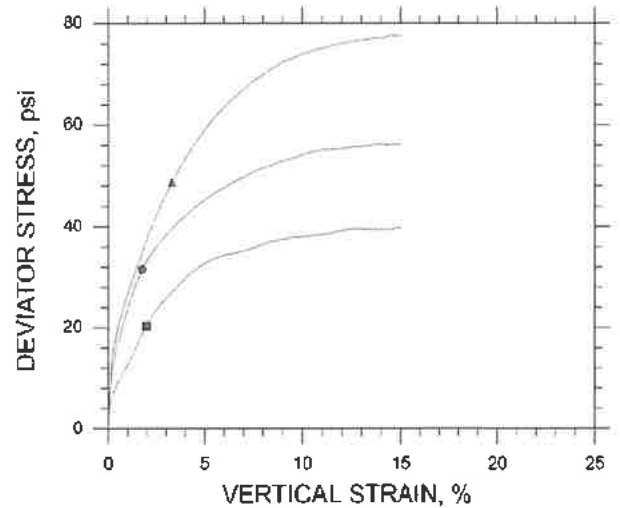
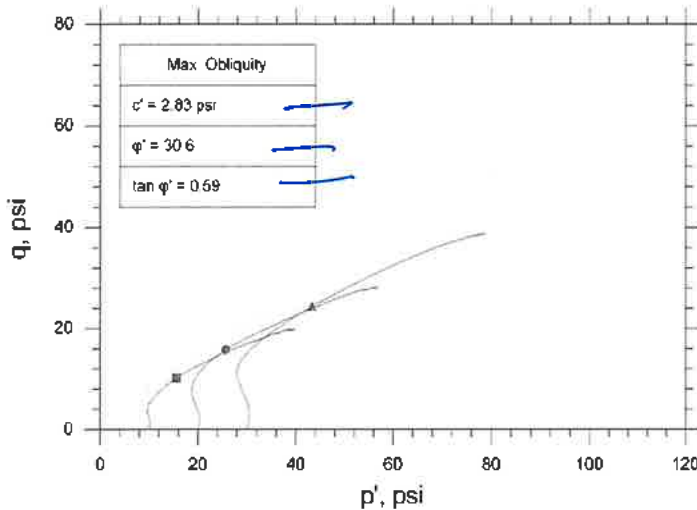


Failure Sketch

Initial Diameter, in:	2.83	Compressive Strength, psf	2189
Initial Height, in:	6.31	Shear Strength, psf:	<u>1094</u>
Height to Diameter Ratio:	2.23	Strain Rate, %/min:	1
Initial Mass, grams:	1433.9	Strain at Failure, %:	4.4
Initial Bulk Density, pcf:	<u>137.9</u>	Sample Type:	Intact
Initial Moisture Content, %:	<u>14.4</u>	Liquid Limit:	24
Initial Dry Density, pcf:	<u>120.6</u>	Plastic Limit:	15
Initial Degree of Saturation:	98.0	Plasticity Index:	9
Initial Void Ratio:	0.40	% Passing #200 sieve:	43.9
Estimated Specific Gravity:	2.7	Soil Classification:	Clayey SAND
		Group Symbol:	SC-SM

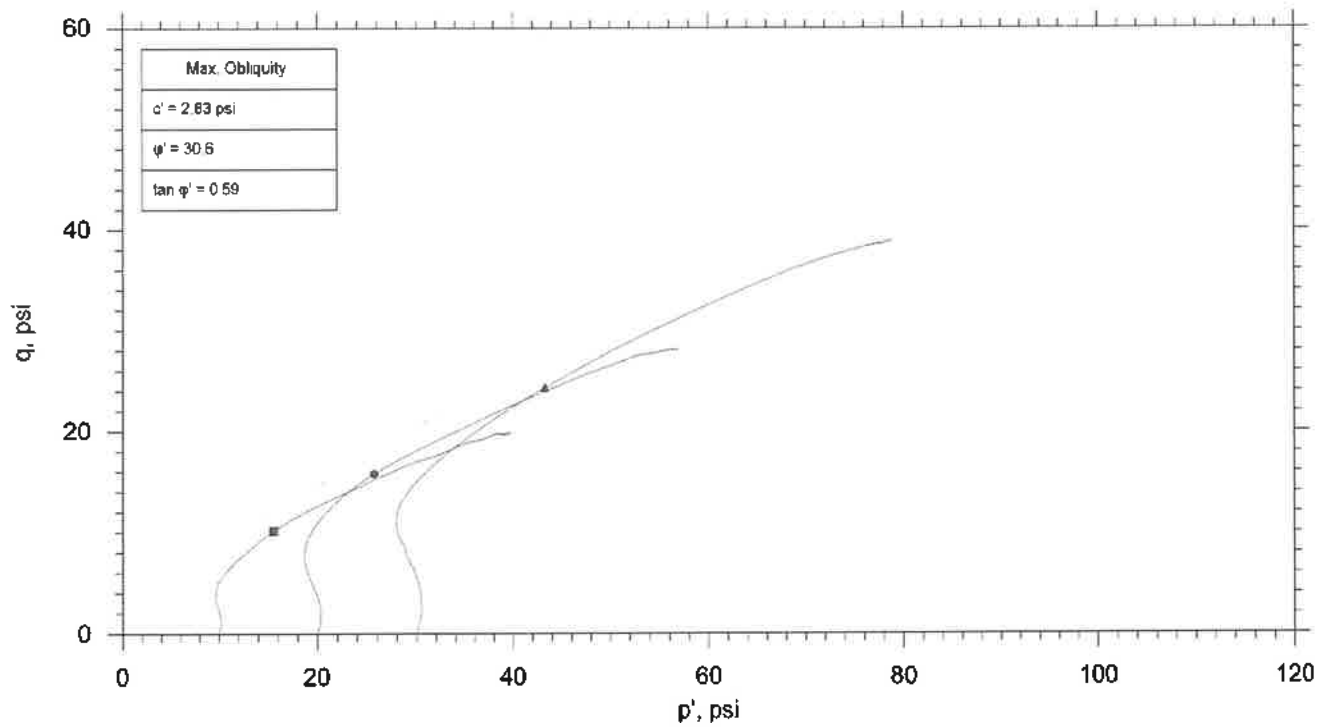
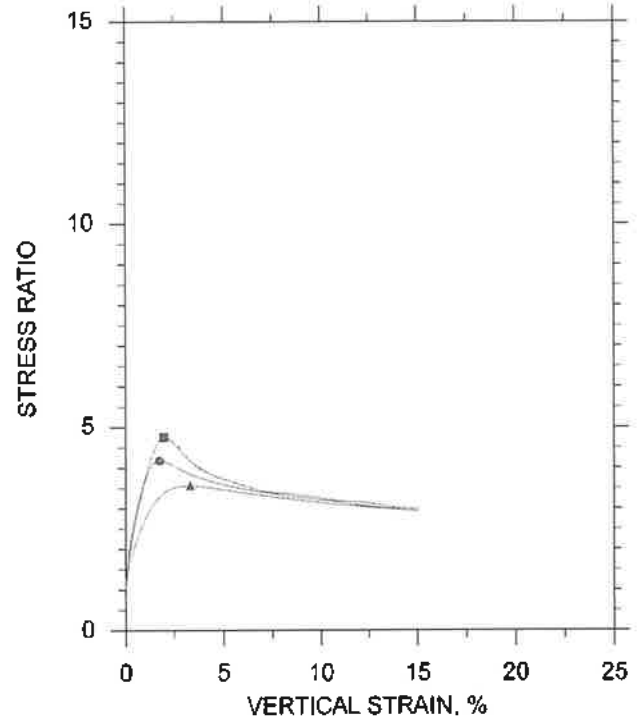
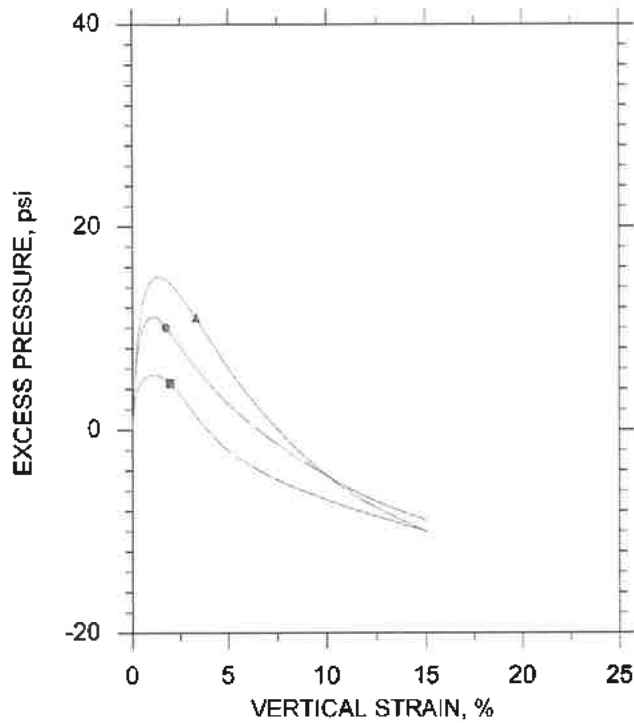
Notes: Moisture content obtained before shear from sample trimmings
 Moisture Content determined by ASTM D2216
 Atterberg Limits determined by ASTM D4318
 % Passing #200 Sieve determined by ASTM D6913

CONSOLIDATED UNDRAINED TRIAXIAL TEST by ASTM D4767




Symbol	■	●	▲	
Sample ID	---	---	---	
Depth, ft	6-8 ft	6-8 ft	6-8 ft	
Test Number	CU-1-1	CU-1-2	CU-1-3	
Initial				
Height, in	6.471	6.290	6.212	
Diameter, in	2.850	2.850	2.850	
Moisture Content (from Cuttings), %	18.5	18.0	17.7	
Dry Density, pcf	103.	108.	111.	
Saturation (Wet Method), %	77.8	85.6	92.3	
Void Ratio	0.643	0.566	0.518	
Before Shear				
Moisture Content, %	23.2	20.1	17.6	
Dry Density, pcf	104.	109.	114.	
Cross-sectional Area (Method A), in ²	6.366	6.317	6.256	
Saturation, %	100.0	100.0	100.0	
Void Ratio	0.627	0.542	0.474	
Back Pressure, psi	134.9	113.0	53.00	
Vertical Effective Consolidation Stress, psi	9.978	19.99	29.96	
Horizontal Effective Consolidation Stress, psi	9.986	20.00	29.99	
Vertical Strain after Consolidation, %	0.6772	0.4911	0.7596	
Volumetric Strain after Consolidation, %	0.6548	1.218	2.344	
Time to 50% Consolidation, min	---	---	0.3600	
Shear Strength, psi	10.19	15.79	24.36	
Strain at Failure, %	1.98	1.75	3.30	
Strain Rate, %/min	0.01600	0.01600	0.01600	
Deviator Stress at Failure, psi	20.38	31.59	48.73	
Effective Minor Principal Stress at Failure, psi	5.410	9.922	18.95	
Effective Major Principal Stress at Failure, psi	25.79	41.51	67.68	
B-Value	0.96	0.95	0.95	
Notes:				
<ul style="list-style-type: none"> Before Shear Saturation set to 100% for phase calculation Moisture Content determined by ASTM D2216 Atterberg Limits determined by ASTM D4318 Deviator Stress includes membrane correction Values for c and phi determined from best-fit straight line for the specific test conditions. Actual strength parameters may vary and should be determined by an engineer for site conditions. 				
Remarks:				

CONSOLIDATED UNDRAINED TRIAXIAL TEST by ASTM D4767



Sample No.	Test No.	Depth	Tested By	Test Date	Checked By	Check Date	Test File
■ ---	CU-1-1	6-8 ft	jm	10/12/20	mcm	10/22/20	312527-CU-1-1m.dat
● ---	CU-1-2	6-8 ft	jm	10/12/20	mcm	10/22/20	312527-CU-1-2m.dat
▲ ---	CU-1-3	6-8 ft	jm	10/12/20	mcm	10/22/20	312527-CU-1-3m.dat

			
	Project: Bayou Bernard Seaway Bulkhead	Location: —	Project No.: GTX-312527
	Boring No.: B-4	Sample Type: Intact	
	Description: Moist, olive sandy clay		
	Remarks: System C		

1.0 SCOPE OF WORK

- 1.1 This work shall consist of ground preparation, fertilizing, seeding, and planting of sod to establish a permanent ground cover of grass on all areas where the natural vegetative cover has been removed by construction activities and the covering of steeply sloping seeded areas with an erosion control mat.

2.0 MATERIALS

2.1 Seed

- 2.1.1 All seeds shall comply with the seed laws of the State and the current regulations duly promulgated thereunder.

- 2.1.2 Seeding mixtures shall be used at the following rates:

Planting Between March 1 and October 15:

Common Bermuda Grass	55 lbs./acre
Brown Top Millet	30 lbs./acre

Planting Between October 15 and March 1:

Common Bermuda Grass	55 lbs./acre
Rye Grass	30 lbs./acre

2.2 Fertilizer

- 2.2.1 All fertilizers shall comply with the fertilizer laws of the State.

- 2.2.2 Fertilizer shall be commercial combination, 19-19-19 (Nitrogen, Phosphorous, and Potash) and shall be distributed at a rate of 500 lbs./acre.

2.3 Erosion Control Mat

- 2.3.1 Erosion Control Mat shall be excelsior blanket with biodegradable net, as specified in Section S-715.09.2 of MOOT Specifications or an approved equivalent.

2.4 Solid Sod

- 2.4.1 Solid sod shall be Centipede and shall be live, fresh, growing grass with at least one and one-half inches (1½") of soil adhering firmly to the roots when placed. The sod shall be reasonably free from noxious weeds or other grasses and shall not contain any matter deleterious to its growth or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least eight inches by eight inches (8" x 8") and reasonably free from ragged edges. All solid sod materials shall be approved by Engineer prior to transplanting.

2.5 Mulch

- 2.5.1 Mulch shall be wood or paper cellulose fiber containing no germination inhibiting or growth inhibiting agents. Characteristics shall be as follows:

Moisture Content	10%(±2%)
Organic Matter Ash	99.4% (± 0.2%)
	0.6% (± 0.2%)
pH	4.8 (± 0.5%)
Water Holding Capacity	1050 grams water/ 100 grams of fiber

- 2.5.2 Tackifier used in the hydro-seeding process shall be a liquid concentrate diluted with water, forming a transparent three-dimensional film-like crust permeable to water and air and containing no agent's toxic to seed germination. TERR-MULCH TACKING AGENT 1111 or an approved equivalent shall be used.
- 2.6 Straw mulch shall be clean out or wheat straw, well-seasoned before bailing and free from manure, seed bearing stalks, or roots of prohibited or noxious weeds.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Plant Establishment (Seeding)

- 3.1.1 Ground preparation shall consist of plowing and pulverizing the soil within the area to be planted or seeded. Unless otherwise stipulated, the soil shall be prepared to a depth of not less than four (4) inches. The soil area shall be thoroughly disked and harrowed until well pulverized to the full depth, and the area shall present a smooth, uniform, loose appearance with all large clods, earth balls, boulders, stumps, large roots, or other particles which will interfere with the work removed.
- 3.1.2 If wetting of the soil is necessary for proper ground preparation, Contractor shall supply sufficient water therefor. Full advantage shall be taken of weather and soil conditions, and no attempt shall be made to prepare the soil while it is wet or in an otherwise non-tillable condition.
- 3.1.3 In any case, the soil shall be so pulverized and cultivated as to provide a suitable bed for planting or seeding operations, and the area shall be true to the lines and grades as established.
- 3.1.4 The amounts and types of fertilizers shall be applied uniformly on the areas to be planted or seeded and uniformly incorporated into the soil.
- 3.1.5 All fertilizer shall be incorporated within twenty-four (24) hours following spreading, unless otherwise directed.
- 3.1.6 The recommended quantity for the specified fertilizer shall be 500 pounds/acre.
- 3.1.7 Seeding shall not be done during windy weather or when the ground is frozen, extremely wet, or in an untillable condition.

- 3.1.8 All seeds shall be covered lightly with soil by raking, rolling, or other approved methods, and the area compacted with a cultipacker.
- 3.1.9 Erosion Control Mat shall be installed on all steeply sloping areas after seeding in accordance with Sections S-227.03 and S-227.04, MOOT Specifications.
- 3.1.10 Growth or coverage shall be considered acceptable when a satisfactory stand and growth of in-season plantings have sufficiently covered the area seeded to provide ample erosion protection. It shall be the responsibility of the Contractor that the seed planted has produced a living and growing vegetative cover at the time of acceptance.
- 3.1.11 Plant establishment and maintenance shall consist of the necessary protection of the seeded or top seeded areas and other operations of maintenance, including watering, weeding, mowing, repairing, and reseeded of all areas damaged or eroded as a result of Contractor's operations, negligence, or by normal rains or storms.
- 3.2 Solid Sod
- 3.2.1 Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling, and planting.
- 3.2.2 The sod shall be transplanted within twenty-four (24) hours after arriving on the project. All sod in stacks shall be kept moist and protected from exposure to the wind and sun and from freezing. In no event shall more than three (3) days elapse between the cutting and planting of the sod without approval of the Engineer.
- 3.2.3 Prior to ground preparation for solid sodding, all excavating, shaping, and dressing shall have been completed in such a manner that the foundation for the sod has the proper cross section, line, and grade, and so that the sod after placement will be flush with or slightly below the adjacent final ground line.
- 3.2.4 Ground preparation and fertilizing may then proceed in the same manner prescribed for seeding.
- 3.2.5 The sod shall be placed on the prepared surface with edges in close contact and starting at the lowest point and working upward. Cracks between the blocks of sod shall be filled with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of approved soil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Light rollers, hand tamps, or other approved equipment shall be used for compacting.
- 3.2.6 Solid sodding shall be performed only when weather and soil conditions are suitable for proper placement.
- 3.2.7 Plant establishment shall consist of preserving, protecting, replacing, watering, mowing, and other work necessary to keep the sod in a satisfactory condition at all times until final acceptance.

- 3.2.8 A satisfactory growth of solid sodding shall be understood to mean a healthy, living, and growing grass turf which has been planted on an approved foundation and has been maintained in accordance with the requirements of these specifications.

3.3 Plant Establishment by Hydro-Seeding

- 3.3.1 A mixture of seed, fertilizer, mulch, and tackifier in a water slurry shall be applied using hydraulic mulching equipment in the following minimum quantities:

Fertilizer	500 lbs./acre
Mulch	1200 lbs./acre
Seed	(as specified in this section)
Tackifier	30 lbs./acre (60 lbs./acre in ditches)

- 3.3.2 Straw mulch shall be placed on areas that have been hydro-seeded within twenty- four (24) hours of seeding.

- 3.3.3 Straw mulch shall be placed in a continuous blanket at a rate of two and one-half (2½) tons per acre or two (2) fifty (50)-pound bales per 1,000 square feet of area.

- 3.3.4 Straw mulch shall be crimped into the soil by mechanical means. Anchor straw mulch with tackifier at a rate of 30 lbs./acre.

- 3.3.5 Contractor shall protect buildings, paving, plantings, and all non-seeded areas from tackifier overspray.

4.0 METHOD OF MEASUREMENT

- 4.1 See Steel Sheet Piling specification.

5.0 PAYMENT

- 5.1 See Steel Sheet Piling specification