

AMENDMENT NO. 2
TO
DESIGN AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
ALABAMA STATE PORT AUTHORITY
FOR DESIGN OF THE
MOBILE HARBOR CHANNEL WIDENING
LIMITED REEVALUATION REPORT

This Amendment No. 2 is entered into this 9th day of NOVEMBER, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Mobile District (hereinafter the "District Engineer") and the Alabama State Port Authority (hereinafter the "Non-Federal Sponsor"), represented by its Director.

WITNESSETH, THAT:

WHEREAS, on August 14, 2012, the Government and the Non-Federal Sponsor entered into an agreement for preparation of a Limited Reevaluation Report for the Mobile Harbor Channel Widening Project (hereinafter the "Agreement");

WHEREAS, on May 2, 2014, the Government and the Non-Federal Sponsor entered into Amendment No. 1 to the Agreement to include evaluation of an additional segment of the channel to obtain the most benefit from widening; and

WHEREAS, Section 110 of the Consolidated and Further Continuing Appropriations Act, 2015 requires the limited reevaluation report initiated in fiscal year 2012 for the Mobile Harbor, Alabama navigation project to include evaluation of the full depth of the project as authorized under Section 201 of the Water Resources Development Act of 1986, Public Law 99-662, at the same non-Federal cost share as in the design agreement executed on August 14, 2012.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to further amend the Agreement as follows:

1. The following is added after the fourth WHEREAS clause:

"WHEREAS, Section 110 of the Consolidated and Further Continuing Appropriations Act, 2015 requires the limited reevaluation report initiated in fiscal year 2012 for the Mobile Harbor, Alabama navigation project to include evaluation of the full depth of the project as authorized under Section 201 of the Water Resources Development Act of 1986, Public Law 99-662, at the same non-Federal cost share as in the design agreement executed on August 14, 2012;"

2. Article I.A. is amended by striking the current paragraph and replacing it with the following:

“The term “*Project*” shall mean preparation of a Limited Reevaluation Report (LRR) for widening and deepening of the Mobile Harbor Navigation Channel up to the authorized widths and depths, as generally described in the Report of the Chief of Engineers, dated November, 18, 1981.”

3. Article IV.A.1. is amended by striking the current paragraph and replacing it with the following:

“As of the effective date of this Agreement, *total design costs* are projected to be \$7,800,000; the Non-Federal Sponsor’s contribution of funds required by Article II.B.1. of this Agreement is projected to be \$1,870,000; the *non-Federal proportionate share* is projected to be 25 percent; and the Government’s total financial obligations to be incurred for additional work and the Non-Federal Sponsor’s contribution of funds for such costs required by Article II.E. of this Agreement are projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.”

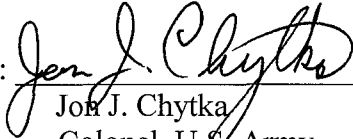
4. All other terms and conditions of the Agreement, as amended, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this amendment, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

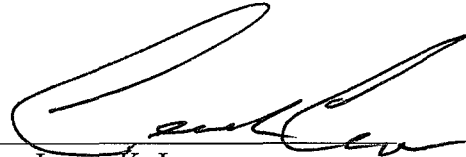
THE ALABAMA STATE PORT AUTHORITY

BY:



Jon J. Chytka
Colonel, U.S. Army
District Engineer

BY:



James K. Lyons
Director

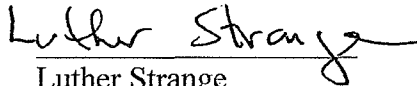
DATE: 9 NOVEMBER, 2015

DATE: OCTOBER 30, 2015

CERTIFICATE OF AUTHORITY

I, Luther Strange, do hereby certify that I am the principal legal officer of the Alabama State Port Authority, that the Alabama State Port Authority is a legally constituted public body with full authority and legal capability to perform the terms of this Amendment No. 2 to the Design Agreement Between the Department of the Army and the Alabama State Port Authority for preparation of the Mobile Harbor Channel Widening Limited Reevaluation Report and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment No. 2 and that the persons who have executed this Amendment No. 2 on behalf of the Alabama State Port Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 2015.



Luther Strange
Attorney General
State of Alabama

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


James K. Lyons
Director
Alabama State Port Authority

DATE: OCTOBER 30, 2015